
Live Stream at <https://www.burlesontx.com/watchlive>

City Hall Council Chambers, 141 W. Renfro, Burleson, TX 76028

1. CALL TO ORDER

Invocation - Frank Pace, Minister of Wings of Hope

Pledge of Allegiance to the US Flag

Texas Pledge:

Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God; one and indivisible

2. PUBLIC PRESENTATIONS

A. Proclamations

- A proclamation recognizing "Engineers Week" on February 18-24, 2024. (*Recipient: Errick Thompson, Director of Public Works & Engineering*)

B. Presentations

- Burleson Character Council. (*Jerri McNair and Pat Worrell, Burleson Independent School District Board of Trustee Place 6 and 7*)

C. Community Interest Items

This is a standing item on the agenda of every regular meeting of the City Council. An "item of community interest" includes the following:

- Expression of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- Honorary recognitions of city officials, employees, or other citizens;
- Reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city official or city employee; and
- Announcements involving imminent public health and safety threats to the city.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance. Items to be added to the Consent Agenda require an official vote by the City Council.

4. CITIZENS APPEARANCES

Each person in attendance who desires to speak to the City Council on an item NOT posted on the agenda, shall speak during this section.

A speaker card must be filled out and turned in to the City Secretary prior to addressing the City Council. Each speaker will be allowed three (3) minutes.

Please note that City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the City Council from deliberating or taking action on an item not listed on the agenda. City Council may, however, receive your comments on the unlisted item, ask clarifying questions, respond with facts, and explain policy.

Each person in attendance who desires to speak to the City Council on an item posted on the agenda, shall speak when the item is called forward for consideration.

5. **CONSENT AGENDA**

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

- A. Consider approval of the minutes from the February 5, 2024 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*)
- B. Consider approval of a contract for the purchase of four outdoor warning sirens from Joe Goddard, LLC through a cooperative purchasing agreement with the City of Denton in the amount not to exceed \$160,000. (*Staff Contact: Joe Laster, Emergency Operations Manager*)
- C. Consider approval of a contract with Simplot Turf and Horticulture for the purchase of fertilizer and chemicals used for maintaining the golf course greens, tees and fairways of Hidden Creek Golf Course in the amount of \$90,000. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)
- D. Consider approval of a contract with Metro Fire Apparatus Specialist, Inc. for the purchase of self-contained breathing apparatuses (SCBA) facepiece and applicable accessories through a cooperative purchasing agreement with BuyBoard in the amount of \$59,994. (*Staff Contact: Casey Davis, Assistant Fire Chief*)
- E. Consider approval of a resolution authorizing a \$2,000 sponsorship expense for the Burleson Character Council Luncheon. (*Staff Contact: Justin Scharnhorst, Assistant to the City Manager*)
- F. Consider approval of a professional services contract with Focused Advocacy in the amount of \$108,000 for legislative consulting services. (*Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services*)
- G. Consider approval of a receipt for assets in the Estate of Mary Louise Rea Boren, Deceased, acknowledging receipt of the artwork and personal property at Russell Farm. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)
- H. ETJ Release Petition for 1717 CR 529 (Case 24-013): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 5.08 acres of land addressed as 1717 CR 529. (*Staff Contact: Tony McIlwain, Development Services Director*) (*No Planning and Zoning Commission action was required for this item*)

- I. ETJ Release Petition for Lot 3, Block 1, Three Sisters Estates (Case 24-014): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 32.500 acres of land addressed as 700 Private Access 80505. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*
- J. ETJ Release Petition for Lot 2, Block 1, Three Sisters Estates (Case 24-015): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 38.789 acres of land addressed as 500 Private Access 80505. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*
- K. ETJ Release Petition for 1701 W Bethesda Rd (Case 24-018): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 5.4 acres of land addressed as 1701 W Bethesda Rd. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*
- L. ETJ Release Petition for 2520 FM 731 (Case 24-019): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 5.01 acres of land addressed as 2520 FM 731. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*
- M. ETJ Release Petition for 2520 FM 731, Tract 3 (Case 24-021): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 2.83 acres of land addressed as 2520 FM 731. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

6. DEVELOPMENT APPLICATIONS

- A. 625, 631, and 637 Mockingbird Ln (Case 23-350): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agricultural to "C" Commercial for existing commercial uses at 625, 631, and 637 Mockingbird Ln. *(Staff Contact: Tony McIlwain, Development Services Director) (Planning and Zoning Commission recommended disapproval unanimously)*
- B. Dobson Townhomes (Case 23-003): Consider approval of a site plan for Dobson Townhomes located at 200 S Dobson with a waiver to the development plan related to the maximum roof pitch for a Rural Farmhouse architectural style. *(Staff Contact: Tony McIlwain, Development Services Director) (Planning and Zoning Commission recommended approval unanimously)*

7. GENERAL

- A. Consider approval of a contract with PlayWorks, Inc a sole source provider of PlayWell products for playground improvements to Meadowcrest Park in the amount of \$220,000. *(Staff Contact: Jen Basham, Parks and Recreation Director)*
- B. Consider approval of a contract with Dobbs Tennis Courts LLC for Pickleball court installation at Meadowcrest Park in the amount of \$144,470. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*
- C. Consider approval of a contract with Dunaway Associates, LLC for design, engineering, and survey services for the parking lot addition and trailhead improvement at Oak Valley South

Scott trailhead in the amount of \$67,400. *(Staff Contact: Jen Basham, Director - Parks and Recreation)*

- D. Recommend approval of a contract with We Build Fun, Inc as a sole source provider of Miracle products for improvement to Cedar Ridge Park in the amount of \$278,314. *(Staff Contact: Jen Basham, Parks and Recreation Director)*

8. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and provide staff feedback regarding an update on the City Sidewalk Program. *(Staff Contact: Errick Thompson, Director of Public Works & Engineering)*
- B. Receive a report, hold a discussion, and provide staff feedback regarding the Wayside Horn project planned for the Union Pacific Railroad (UPRR) crossing of CR 714. *(Staff Contact: Errick Thompson, Director of Public Works & Engineering)*
- C. Receive a report, hold a discussion, and provide staff feedback regarding Police Reporting Areas (PRAs) and patrol beat realignment for the Burleson Police Department. *(Staff Contact: Billy J. Cordell, Chief of Police)*

9. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

10. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda.

A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code

-Receive a report and hold a discussion regarding the internal investigation into Human Resources Department Complaint No. 2023-0001 and No. 2023-0002

11. ADJOURN

CERTIFICATE

I hereby certify that the above agenda was posted on this the **14th of February 2024, by 5:30 p.m.**, on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

The Burleson City Hall is wheelchair accessible. The entry ramp is located in the front of the building, accessible from Warren St. Accessible parking spaces are also available in the Warren St. parking lot. Sign interpretative services for meetings must be made 48 hours in advance of the meeting. Call the A.D.A. Coordinator at 817-426-9600, or TDD 1-800-735-2989.

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: February 20, 2024

SUBJECT:

Consider approval of the minutes from the February 5, 2024 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*)

SUMMARY:

The City Council duly and legally met on February 5, 2024 for a regular council meeting.

RECOMMENDATION:

- 1) Council may approve the minutes as presented or approve with amendments.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Amanda Campos, TRMC
City Secretary
acampos@burlesontx.com
817-426-9665

BURLESON CITY COUNCIL REGULAR MEETING

February 5, 2024

DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

Victoria Johnson
Phil Anderson
Ronnie Johnson
Chris Fletcher
Larry Scott
Dan McClendon
Adam Russell

COUNCIL ABSENT:

Staff present

Tommy Ludwig, City Manager
Eric Oscarson, Deputy City Manager
Harlan Jefferson, Deputy City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretary
Allen Taylor, Jr., City Attorney
Matt Ribitzki, Deputy City Attorney

1. CALL TO ORDER – 5:30 p.m.

Mayor Fletcher called the meeting to order. **Time: 5:30 p.m.**

Invocation – Rusty Gilliam, Pastor Cross Timbers Baptist Church

Pledge of Allegiance to the US Flag

Texas Pledge: *Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God; one and indivisible*

2. PUBLIC PRESENTATIONS –

A. Proclamations

- None.

B. Presentations

- None.

C. Community Interest Items

- Join us in celebrating Black History Month with Opal Lee book signing on February 17. She will be signing copies of her children's book "Juneteenth: A Children's Story", at City Hall, 141 W. Renfro, from 10 a.m. - 2 p.m.
- Join us for City Fest on February 8, from 4:30 p.m. - 8 p.m. at the Burleson Recreation Center, 550 NW Summercrest Blvd.

- Request for public input on the Johnson County Thoroughfare Development Plan by Freese and Nichols is in process, get involved by attending a meeting, filling out the survey and checking out the interactive map online.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- None.

B. Items to be withdrawn from Consent Agenda for separate discussion or items to be added to the Consent Agenda.

- None.

4. CITIZEN APPEARANCES

- Helen Kerwin, 470 Grand Avenue, Glenrose, came forward to introduce herself as a candidate for State Representative House District 58.

5. CONSENT AGENDA

A. Minutes from the January 22, 2024 regular council meeting. (Staff Contact: Amanda Campos, City Secretary)

Motion made by Larry Scott and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 7-0.

B. CSO#5386-02-2024, purchasing agreement for dredging services by American Underwater Services LLC for Bailey Lake Park via an interlocal agreement with the City of Southlake in the amount of \$72,450.00. (Staff Contact: Jen Basham, Parks and Recreation Director)

Motion made by Larry Scott and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 7-0.

C. CSO#5387-02-2024, estoppel certificate concerning Burleson Cold Storage, LP and Burleson Cold Storage II, LP Tax Abatement Agreement and an Assignment of Tax Abatement between Burleson Cold Storage, LP, a Delaware Limited Partnership and VCS Burleson Property I, LLC, a Delaware Limited Liability Company, and the City of Burleson, Texas, Johnson, County on the subject property in Highpoint Business Park. (Staff Contact: Alex Phillips, Economic Development Director)

Motion made by Larry Scott and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 7-0.

- D. CSO#5388-02-2024, permanent aerial easement and right-of-way to Oncor Electric Delivery Company, LLC, located at 2321 SW Wilshire Blvd. (Staff Contact: Michelle McCullough, Assistant Director/City Engineer)**

Motion made by Larry Scott and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 7-0.

- E. CSO#5389-02-2024, Resolution for the City of Burleson's Equal Employment Opportunity Plan (EEOP). (Staff Contact: Wanda Bullard, Interim Director of Human Resources)**

Motion made by Larry Scott and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 7-0.

- F. CSO#5390-02-2024, ETJ Release Petition for 2825 Bryan St (Case 24-002): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 3.99 acres of land addressed as 2825 Bryan St. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item) - DENIED**

Motion made by Larry Scott and seconded by Victoria Johnson to approve the denial.

Motion passed 7-0.

6. DEVELOPMENT APPLICATIONS

- A. CSO#5391-02-2024, Ordinance for a zoning change request from "SFR", Single-family rural district to "SFE", Single-family estate district for 4.619 acres of property located at 1560 Broad Valley Court (Case 23-345). (First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)**

Tony McIlwain, Development Services Director, presented an ordinance to the city council.

Mayor Fletcher opened the public hearing. **Time: 5:41 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 5:42 p.m.**

Motion made by Adam Russell and seconded by Victoria Johnson to approve.

Motion passed 7-0.

- B. CSO#5392-02-2024, Resolution for a variance to Chapter 63, Sign Regulations, relating to the number of poster signs per elevation at Alley Cats located at 1258 SW Alsbury Blvd. (Case 23-399). (Staff Presenter: Tony McIlwain, Development Services Director)**

Tony McIlwain, Development Services Director, presented a resolution to the city council.

Motion made by Ronnie Johnson and seconded by Adam Russell to approve.

Motion passed 7-0.

7. GENERAL

- A. CSO#5393-02-2024, Resolution ordering the May 4, 2024 General Election. (Staff Presenter: Amanda Campos, City Secretary)**

Amanda Campos, City Secretary, presented a resolution to the city council.

Motion made by Adam Russell and seconded by Larry Scott to approve.

Motion passed 7-0.

- B. CSO#5394-02-2024, Joint Election Resolution with the Burleson Independent School District for the May 4, 2024 General Election. (Staff Presenter: Amanda Campos, City Secretary)**

Amanda Campos, City Secretary, presented a resolution to the city council.

Motion made by Phil Anderson and seconded by Dan McClendon to approve.

Motion passed 7-0.

- C. CSO#5395-02-2024, bid award to 2L Construction for the Ellison Street and Parking Improvements project in the amount of \$2,911,727.40 with a project contingency of \$60,000. (Staff Presenter: Tiana Jackson, Engineering Manager – Capital)**

Tiana Jackson, Engineering Manager – Capital, presented a bid award to the city council.

Motion made by Dan McClendon and seconded by Phil Anderson to approve.

Motion passed 7-0.

- D. CSO#5395-02-2024, Ordinance altering the Speed Limit along Hemphill Street between NE Alsbury Boulevard and Burleson City Limits from 45 miles per hour to 40 miles per hour; directing the City Manager or designee to erect the appropriate signage; incorporating the recitals into the body of the ordinance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a cumulative clause, a**

severability clause, a savings clause, a penalty clause, and an effective date. (First and Final Reading) (Staff Presenter: Errick Thompson, Director of Public Works & Engineering)

Errick Thompson, Director of Public Works & Engineering, presented an ordinance to the city council.

Motion made by Ronnie Johnson and seconded by Adam Russell to approve.

Motion passed 7-0.

- E. CSO#5397-02-2024, Resolution authorizing a right-of-way use agreement for a removable metal canopy with removable decorative metal and wood fence and bollards for an existing outdoor seating patio at 112 W. Ellison Street, Old Texas Brewing Company. (Staff Presenter: Tony McIlwain, Development Services Director)**

Tony McIlwain, Development Services Director, presented a resolution to the city council.

Motion made by Dan McClendon and seconded by Phil Anderson to approve with the finishing treatment (black roof, black metal standing seam cladde poles).

Motion passed 7-0.

- F. CSO#5398-02-2024, Resolution setting a public hearing to be held jointly by the City Council and the Planning and Zoning Commission on March 4, 2024, to consider an ordinance amending the City of Burleson Zoning Ordinance codified in Appendix B of the City of Burleson Code of Ordinances relating to liquor sales. (Staff Presenter: Tony McIlwain, Development Services Director)**

Tony McIlwain, Development Services Director, presented a resolution to the city council.

Motion made by Adam Russell and seconded by Victoria Johnson to approve.

Motion passed 7-0.

- G. CSO#5399-02-2024, Resolution setting the method by which notice shall be given of the joint public hearing to be held jointly by the City Council and the Planning and Zoning Commission on March 4, 2024 to consider an ordinance amending the City of Burleson Zoning Ordinance codified in Appendix B of the City of Burleson Code of Ordinances relating to liquor sales. (Staff Presenter: Tony McIlwain, Development Services Director)**

Tony McIlwain, Development Services Director, presented a resolution to the city council.

Motion made by Victoria Johnson and seconded by Adam Russell to approve.

Motion passed 7-0.

8. REPORTS AND PRESENTATIONS

- A. Hold a discussion and receive a report regarding the Burleson Public Library master plan and facility study. (Staff Presenter: DeAnna Phillips, Community Services Director)**

DeAnna Phillips, Community Services Director, gave an update on the Burleson Public Library master plan to the city council.

Beth Lytner, 512 Laurelwood Road, came forward in favor of library master plan.

Daniel McClain, 833 Montcello, came forward in favor of the plan as the library was too capacity.

- B. Receive a report, hold a discussion and provide staff feedback regarding Burleson Fire/EMS delivery of ambulance transportation services (Staff Presenter: Casey Davis, Assistant Fire Chief)**

Casey Davis, Assistant Fire Chief, gave an update on the Burleson Fire/EMS delivery of ambulance transportation services to the city council.

- C. Receive a report and hold a discussion regarding the city's contract with Focused Advocacy. (Staff Presenter: Matt Ribitzki, Senior Deputy City Attorney)**

Eric Oscarson, Deputy City Manager, gave an update on the contract with Focused Advocacy to the city council.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- None.

10. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda.

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**

- Receive a report and hold a discussion regarding Subchapter D of Chapter 42 of the Local Government Code and existing development agreements
- Receive a report and hold a discussion regarding the internal investigation into Human Resources Department Complaint No. 2023-0001 and No. 2023-0002
- Receive a report and hold a discussion regarding U.S. Equal Employment Opportunity Commission Charge No. 450-2024-03370
- Receive a report and hold a discussion regarding City liability under the Texas Tort Claims Act and Recreational Use Statute for City parks and recreational areas
- Receive a report and hold a discussion regarding the City's interlocal agreement with Johnson County regarding platting in the City's extraterritorial jurisdiction pursuant to Chapter 242 of the Texas Local Government Code

- Receive a report and hold a discussion regarding the Mockingbird Lane to CR 914A sanitary sewer, the Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, Ltd., et al. for Chisholm Summit, and the construction contract between R.A. Development, Ltd., and Dagger Construction

B. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code

- -Project Ducky's Revenge

Motion was made by Adam Russell and seconded by Dan McClendon to convene into executive session. **Time: 7:55 p.m.**

Motion passed 7-0.

Motion was made by Adam Russell and seconded by Victoria Johnson to reconvene into open session. **Time: 9:16 p.m.**

Motion passed 7-0.

11. ADJOURNMENT

Motion made by Victoria Johnson and seconded by Adam Russell to adjourn.

Mayor Fletcher adjourned the meeting.

Time: 9:16 p.m.

Monica Solko
Deputy City Secretary



Outdoor Warning System

Updating our Outdoor Warning System

Current System

Gaps in Coverage

Range of Coverage Varies

20 + Year in Age

Two Points of Activation

Automatic Activation- Tornado Warning

New System

6,100 Ft Range of Coverage

Modern, Affordable

More Options for Activation

Automatic Activation- Tornado &
Severe Weather

Timeline

150K Currently in Budget for OWS

Denton ILA Approved by Burleson Jan. 2023

Received 4 New OWS Oct 2023- In line for install

Plan of Action

REPLACE

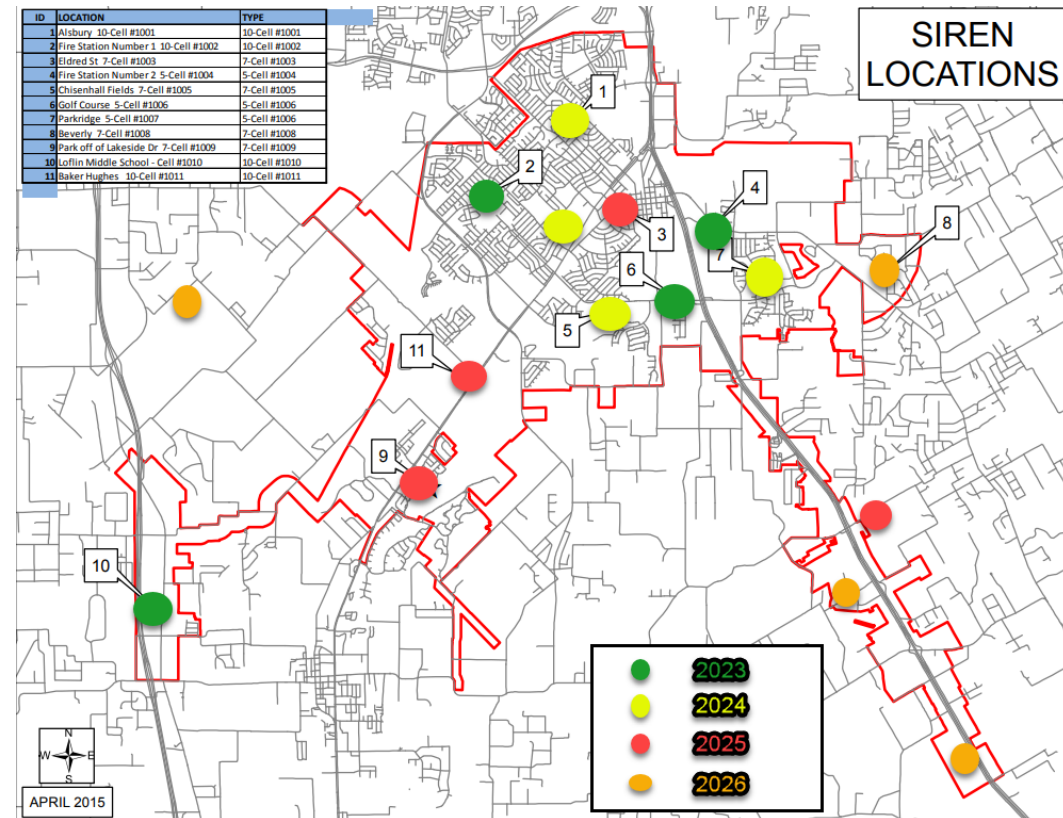
Alsbury & James Circle OWS

Parkridge OWS

Chisenhall Park OWS

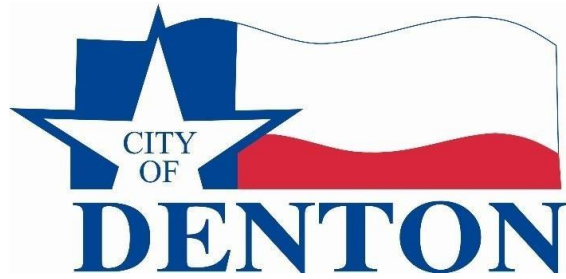
NEW INSTALL

BISD- Elk Stadium



Action Requested

Approve a contract for the purchase of four outdoor warning sirens from Joe Goddard LLC in the amount not to exceed 150,000,00.



Docusign City Council Transmittal Coversheet

RFP	7728
File Name	Outdoor Warning Sirens Maintenance and Repair
Purchasing Contact	Ginny Brummett
City Council Target Date	AUGUST 17, 2021
Piggy Back Option	Yes
Contract Expiration	AUGUST 17, 2026
Ordinance	21-1692

**CONTRACT BY AND BETWEEN
CITY OF DENTON, JOE GODDARD ENTERPRISES, LLC
(CONTRACT 7728)**

THIS CONTRACT is made and entered into this date 08/17/2021, by and between JOE GODDARD ENTERPRISES, LLC a Oklahoma limited liability company, whose address is 11950 THOUSAND OAKS DRIVE, EDMOND, OKLAHOMA 73034, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products and/or services in accordance with the City's document RFP 7728-Outdoor Warning Sirens Maintenance and Repair, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) City of Denton's RFP 7728 (**Exhibit "B" on File at the Office of the Purchasing Agent**);
- (c) City of Denton Standard Terms and Conditions (**Exhibit "C"**);
- (d) Insurance Requirements (**Exhibit "D"**);
- (e) Certificate of Interested Parties Electronic Filing (**Exhibit "E"**);
- (f) Contractor's Proposal (**Exhibit "F"**);
- (g) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "G"**);

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel

Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering 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. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CONTRACTOR

BY: Linda Goddard
AUTHORIZED SIGNATURE

Printed Name: Linda Goddard

Title: Owner

4058309057

PHONE NUMBER

office@goddardenterprises.net

EMAIL ADDRESS

2021-770225

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

DocuSigned by:
Kenneth Hedges
SIGNATURE PRINTED NAME

Fire Chief
TITLE

Fire
DEPARTMENT

CITY OF DENTON, TEXAS

DocuSigned by:
BY: Sara Hensley
5236DB296270423...

ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:
BY: Rosa Rios
1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:

DocuSigned by:
BY: Marcella Lunn
4B070831B4AA438...

Exhibit A

Special Terms and Conditions

1. Total Contract Amount

The contract total for services shall not exceed \$639,314. Pricing shall be per Exhibit F attached.

2. The Quantities

The quantities indicated on Exhibit F are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

3. Delivery Lead Time

Protective gear will need to be returned upon completion of service to the same station within 48 hours of pick up for annual cleaning and inspection services. For repairs or additional cleaning that may come up in the course of business, the City requires pick up, repair/cleaning, inspection, and return within 10 business days.

4. Contract Terms

The contract term will be three (3) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Supplier's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

5. Price Escalation and De-escalation

On Supplier's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated

eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

6. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

Exhibit C

Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. CONTRACTOR'S OBLIGATIONS. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. EFFECTIVE DATE/TERM. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. CONTRACTOR TO PACKAGE DELIVERABLES: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. SHIPMENT UNDER RESERVATION PROHIBITED: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. TITLE & RISK OF LOSS: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. DELIVERY TERMS AND TRANSPORTATION CHARGES: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. PLACE AND CONDITION OF WORK: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. WORKFORCE

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, Contract # 7728

disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. INVOICES:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within Contract # 7728

thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. TRAVEL EXPENSES: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

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15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. SUBCONTRACTORS:

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan

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has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions

in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor

shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. RIGHT TO ASSURANCE: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. STOP WORK NOTICE: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. DEFAULT: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. TERMINATION FOR CAUSE: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available Contract # 7728

for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. FRAUD: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. DELAYS:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF

THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only. The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:
City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209
- vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms,

conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. CLAIMS: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. NOTICES: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. NO WARRANTY BY CITY AGAINST INFRINGEMENTS: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

37. CONFIDENTIALITY: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with Contract # 7728

a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

44. INDEPENDENT CONTRACTOR: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is

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supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. MODIFICATIONS: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. INTERPRETATION: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. DISPUTE RESOLUTION:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted
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in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. HOLIDAYS: The following holidays are observed by the City:

New Year's Day (observed)
MLK Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
New Year's Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. EQUAL OPPORTUNITY

A. Equal Employment Opportunity: No Offeror, or Offeror's agent, shall engage in any Contract # 7728

discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

B. Americans with Disabilities Act (ADA) Compliance: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

57. RIGHT TO INFORMATION: The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

58. LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

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59. PREVAILING WAGE RATES: The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

60. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

62. DRUG FREE WORKPLACE: The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

64. FORCE MAJEURE: The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Contract # 7728

Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. NON-WAIVER OF RIGHTS: Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

66. NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

67. RECORDS RETENTION: The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

- 1. Final negotiated contract**
- 2. RFP/Bid documents**
- 3. City's standard terms and conditions**
- 4. Purchase order**
- 5. Supplier terms and conditions**

Exhibit D
INSURANCE REQUIREMENTS AND
WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
 - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

☒ **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

☒ **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

☐ **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **\$500,000.00** combined bodily injury and property damage per occurrence with a **\$1,000,000.00** aggregate.

☐ **Fire Damage Legal Liability Insurance**

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

☐ **Professional Liability Insurance**

Professional liability insurance with limits not less than **\$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

[] **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[] **Environmental Liability Insurance**

Environmental liability insurance for \$1,000,000 to cover all hazards contemplated by this contract.

[] **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

[] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than \$_____ each occurrence are required.

[] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

ATTACHMENT 1**□ Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities****A. Definitions:**

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. obtain from each other person with whom it contracts, and provide to the contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and

- b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Exhibit E
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line.
(EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit F

Line	Description	UOM	QTY	
1	Emergency Response	EA		
2	Annual Preventative Maintenance for the entire City of Denton's outdoor warning siren system. (includes 22 sirens, 3 Activation Control Points with Encoders and Radios)(Includes both cabinet and siren head maintenance.)	EA	1	\$16,750.00
3	Annual Preventative Maintenance Cost per each additional Outdoor Warning Siren site if added by the City of Denton.(Includes both cabinet and siren head maintenance.)	EA	1	\$600.00
4	Scheduled Repairs	EA		
5	Minimum site visit charge (This cost is per day. Example: If work exceeds one working day, the minimum site visit is charged for each day our crews are onsite. This only applies to scheduled repairs, not annual maintenance.)	EA	1	\$120.00
6	Technician labor with a regular bucket truck * * The expectation of the City of Denton is that all crews while working on a siren operate out of a bucket truck and not a ladder for safety reasons.	HR	1	\$95.00
7	Technician labor with a large bucket truck ** ** Large Bucket Truck MUST be capable of safely servicing the siren head on top of any pole in the City of Denton or it will be considered a regular bucket truck. It must also be rated and capable of removing any siren head in the City of Denton from the top of a pole to ground level.	HR	1	\$145.00
8	Any parts required will be charged at cost plus _____%	PERCENTAGE	1	20%
9	System Training	EA		
10	Hourly Rate	HR	1	No Charge
11	Remote System Monitoring for troubleshooting per month	MONTH	1	No Charge
12	Miscellaneous	EA		
13	Total Cost of a Communication Battery for individual replacement	EA	1	\$55.00
14	Total Cost to replace all the Siren Batteries in One (1) Siren	EA	1	\$500.00
15	Battery price if only 1 battery is showing low voltage in a siren. (Batteries provided by Goddard have a 1 year warranty. Any battery reporting low voltage within the first year will be warrantied at no cost to the city. (Labor and service rates still apply))	EA	1	\$125.00
16	AC Delco M24MF Battery	EA	1	\$125.00
17	Alternative battery being considered (AGM MK8A24DT)	EA	1	\$217.25
18	Estimated yearly expenditure for parts percentage discount off Mfg. list price	EA		10%
19	Total estimated turn-key cost to convert 1 siren from AC to Solar with DC back-Up. Cost Breakdown:	EA	1	\$2,250.00
20	Solar Panel ((Note: Two Solar panels are required for 48VDC siren)190 Watt 24VDC Solar Panel - Custom Panel for Goddard Solar Kit))	EA	1	\$365.00
21	Misc Parts (Misc Parts for Solar: 12/24/48VDC Regulator and Custom side of pole mounting kit)	EA	1	\$630.00
22	Hourly charge based on the # of hours on site (Note: Hourly rate is not charged when using the turnkey solar line item. Otherwise our standard 95/Hour rate will be charged.)	EA	1	\$95.00
23	Any additional miscellaneous items not listed above including but not limited to: Software, Hardware, Equipment, Labor, Encryption of Siren Communications. Cost plus plus percentage mark-up	Percentage	1	20%
			Total	\$22,112.25

Exhibit G

CONFLICT OF INTEREST QUESTIONNAIRE**CONFLICT OF INTEREST QUESTIONNAIRE -****FORM CIQ****For vendor or other person 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 government 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.
Joe Goddard Enterprises LLC

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 in this section is being disclosed.
N/A

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐

Yes

☐

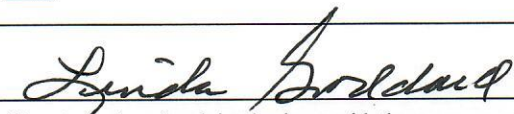
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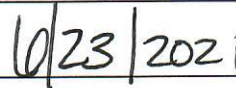
D. Describe each employment or business and family relationship with the local government officer named in this section.

4☒

I have no Conflict of Interest to disclose.

5


Signature of vendor doing business with the governmental entity


Date

Certificate Of Completion

Envelope Id: FA0CE737C8C042668DD7F42468A411E3

Status: Completed

Subject: 7728 Outdoor Warning Sirens Maintenance and Repair

Source Envelope:

Document Pages: 34

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 1

Ginny Brummett

AutoNav: Enabled

901B Texas Street

Envelopel Stamping: Enabled

Denton, TX 76209

Time Zone: (UTC-06:00) Central Time (US & Canada)

Ginny.Brummett@cityofdenton.com

IP Address: 198.49.140.104

Record Tracking

Status: Original

Holder: Ginny Brummett

Location: DocuSign

7/23/2021 9:39:07 AM

Ginny.Brummett@cityofdenton.com

Signer Events**Signature****Timestamp**

Ginny Brummett

Completed

Sent: 7/23/2021 10:17:10 AM

ginny.brummett@cityofdenton.com

Viewed: 7/23/2021 10:17:21 AM

Buyer

Signed: 7/23/2021 10:17:48 AM

City of Denton

Using IP Address: 198.49.140.104

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Lori Hewell



Sent: 7/23/2021 10:17:50 AM

lori.hewell@cityofdenton.com

Viewed: 7/23/2021 2:11:57 PM

Purchasing Manager

Signed: 7/23/2021 2:14:08 PM

City of Denton

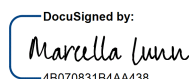
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Electronic Record and Signature Disclosure:
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Marcella Lunn



Sent: 7/23/2021 2:14:11 PM

marcella.lunn@cityofdenton.com

Viewed: 7/23/2021 4:51:51 PM

Catherine Clifton, Interim City Attorney

Signed: 7/23/2021 4:54:49 PM

City of Denton

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 68.185.202.16

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Linda Goddard



Sent: 7/23/2021 4:54:51 PM

office@goddardenterprises.net

Viewed: 7/26/2021 2:06:44 PM

Owner

Signed: 7/26/2021 2:21:02 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

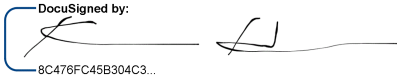
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Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
Kenneth Hedges Kenneth.Hedges@cityofdenton.com Fire Chief Security Level: Email, Account Authentication (None)	 DocuSigned by: 8C476FC45B304C3... Signature Adoption: Drawn on Device Using IP Address: 198.49.140.10	Sent: 7/26/2021 2:21:04 PM Resent: 8/3/2021 1:10:35 PM Viewed: 8/3/2021 1:27:35 PM Signed: 8/3/2021 1:28:03 PM

Electronic Record and Signature Disclosure:
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ID: c44673bb-1d79-4446-b2c2-b79db309301d

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Contract Administrator
City of Denton
Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 198.49.140.104

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Signed: 8/18/2021 8:43:09 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sara Hensley
sara.hensley@cityofdenton.com
Interim City Manager
City of Denton
Security Level: Email, Account Authentication (None)


DocuSigned by:
5236DB296270423...

Signature Adoption: Pre-selected Style
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Rosa Rios
rosa.rios@cityofdenton.com
City Secretary
Security Level: Email, Account Authentication (None)


DocuSigned by:
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Signature Adoption: Pre-selected Style
Using IP Address: 198.49.140.10

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cheyenne Defee
cheyenne.defee@cityofdenton.com
Contract Administrator
City of Denton
Security Level: Email, Account Authentication (None)

COPIED

Sent: 7/23/2021 10:17:51 AM

Electronic Record and Signature Disclosure:
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Carbon Copy Events	Status	Timestamp
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City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/18/2021 9:00:37 AM
Lindsey Garrison Lindsey.Garrison@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/18/2021 9:00:38 AM
Logan Shelts logan@goddardenterprises.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/18/2021 9:00:39 AM Viewed: 8/18/2021 9:14:59 AM
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Completed	Security Checked	8/18/2021 9:00:40 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.



Prepared for Burleson, Texas

To Joe Laster

Email jlaster@burlesontx.com

Prepared by Andy Goddard

Joe Goddard Enterprises

Address 11950 Thousand Oaks Drive Edmond, Oklahoma 73034

Phone 405-830-9057 Website www.goddardenterprises.net

Quote number 720 Date January 31, 2024 Valid until February 23, 2024

Burleson, Texas - 4 New Sirens.

Denton ILA Pricing

The terms and conditions of this quote will be governed by the interlocal agreement between Burleson and Denton, Contract #7728 Outdoor Warning Siren Maintenance and Service Denton, Texas.

Outdoor Warning Siren Equipment

2001-130

2001-130 High Powered Outdoor Siren

The Federal Signal 2001-130 siren is a high power, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail.

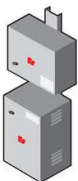


8,775.60
x 4
35,102.40




DCFCTDBU

Two Way Siren Controller

Two-way siren controller for 48VDC Sirens. Two-way radio control and status monitoring. Available in VHF and UHF configurations. Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security. Able to utilize multiple communication paths for redundancy. Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8. Solar options available. Push buttons for local activation. UL Listed for general signaling. DNV Certified



7,730.00
x 4
30,920.00

<p>RTU-Mechanical</p> <p>CentrAlert RTU</p> <p>CentrAlert Siren Logic Board</p> <p>Interfaces Federal Signal sirens into CentrAlert system. Provides full status feedback of all siren parameters into CentrAlert control and monitoring system. AC, DC, Partial, Full, Rotor, and battery voltage.</p> 	<p>1,970.00 x 4 7,880.00</p>
<p>OMNI-BVH-XX</p> <p>Two-Way Antenna Kit</p> <p>150-168 Mhz</p> <p>OMNI-B series antennas can be used with all Federal Signal radio controlled siren products. The robust low profile design can withstand high wind loads and harsh environments. Each model covers a broad range of frequencies without tuning.</p> 	<p>384.00 x 4 1,536.00</p>
<p>PVS240w-48</p> <p>Federal signal 48 volt solar kit</p> <p>Federal signal solar panel set with mounting hardware. 240 watt 48 volt DC</p>	<p>3,340.41 x 4 13,361.64</p>
<p>8A24DT</p> <p>Battery - AGM 8A24DT</p> <ul style="list-style-type: none"> • MK Battery 8A24DT Standard AGM Battery. • Battery Type: Deep Cycle AGM • Capacity at C/100: 91 Ah • Average Life Span: Five (5) years. • Warranty: 1 Year 	<p>217.25 x 16 3,476.00</p>
<p>AMB-P</p> <p>Antenna Mounting Bracket</p> <p>Federal Signal side of pole antenna bracket. 16" offset. Mounts to any utility pole.</p>	<p>130.00 x 4 520.00</p>
<p>Steel Pole</p> <p>50ft direct bury steel pole, Valmont brand, Federal Signal Siren configuration.</p>	<p>7,071.00 x 4 28,284.00</p>

Labor & Services

Install Standard Professional Install Goddard Enterprises crew for build out and installation of warning siren. <ul style="list-style-type: none">• Standard Installation of the siren• All heavy equipment provided by Goddard Enterprises• Provide onsite installation services for control stations• Conducting on-site site surveys & 811 locates preparing installation design plans• Complete turnkey installation of the outdoor warning system and all hardware.• All heavy equipment such as trucks and hardware will be supplied by Goddard Enterprises.	7,600.00 x 4 30,400.00
Shipping & Handling Shipping & Handling	3,036.36 x 1 3,036.36
Total	\$154,516.40

Terms & Conditions

The terms and conditions of this quote will be governed by the interlocal agreement between Burleson and Denton, Contract #7728 Outdoor Warning Siren Maintenance and Service Denton, Texas.

Any Installation that requires network access will be customers responsibility to facilitate and must be completed before work or commissioning can begin. All network requirements must meet factory recommendations to gain factory support.

Rock Clause: Rock, poor soil conditions, water in excavations and other unforeseen site conditions may incur additional charges upon digging.

Federal Signal Warranty 2022

Outdoor Warning Products: 5 years parts and factory labor from date of delivery, return to factory for service.

This includes: 2001-130, 508-128, Equinox, Eclipse8, Modulator and DSA series.

Controllers: 2 years parts and labor from date of delivery, return to factory for service

This includes: SS2000+ Console, Siren DC Controllers, UV, UVRI, UVIC Controllers.

Warranty does not cover the cost of return or service call labor for issues outside of Goddard Enterprises control.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1123836

Date Filed:

02/14/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Joe Goddard Enterprises LLC
Edmond, OK United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Burleson, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

7728

Sales and Services for Outdoor Warning Mass Notification Systems

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Joe Goddard Enterprises LLC	Edmond , OK United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Linda Goddard, and my date of birth is [REDACTED]

My address is 11950 Thousand Oaks Dr., Edmond, OK, 73034, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Logan County, State of Oklahoma on the 14 day of Feb, 20 24.
(month) (year)

Linda Goddard

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director Parks and Recreation
MEETING: February 20, 2024

SUBJECT:

Consider approval of a contract with Simplot Turf and Horticulture for the purchase of fertilizer and chemicals used for maintaining the golf course greens, tees and fairways of Hidden Creek Golf Course in the amount of \$90,000. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

SUMMARY:

The golf course uses fertilizers, fungicides, and herbicides to promote healthy turf grass and to control unwanted weeds and fungus growth on the greens. Purchases will be a combination of Sole Source (Simplot is the only company that makes that mix), Agency pricing (manufacturer sets the price regardless of distributor) and Buyboard contract #705-23. The golf course has an annual budget of \$90,000 and is able to lock in pricing by early ordering fertilizers and chemicals. Additionally, manufacturers offer rebates of 3% to 10% for early ordering.

OPTIONS:

- 1) Recommend approving contract with Simplot Turf and Horticulture for the purchase of fertilizers and chemicals
- 2) Deny approving contract with Simplot Turf and Horticulture for the purchase of fertilizers and chemicals.

RECOMMENDATION:

Staff recommends approving a contract with Simplot Turf and Horticulture for the purchase of fertilizers and chemicals not to exceed \$90,000.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name

Fund Account #: 5307303 - 61015

Amount: \$90,000

STAFF CONTACT:

Jen Basham
Director
Parks and Recreation
jbasham@burlesontx.com
817-426-9201

A wide-angle photograph of a golf course under a clear blue sky. The foreground is a lush green fairway. In the middle ground, there are several sand traps and a dense line of trees. In the background, a tall, white, cylindrical water tower stands out against the sky.

Hidden Creek Golf Course Chemical Supplies Purchase

City Council Presentation, February 20, 2024

Staff Presenter: Jen Basham, Director-Parks and Recreation

Background

- Hidden Creek Golf Course uses fertilizers, fungicides, herbicides, and other chemicals to promote healthy turf grass and control unwanted weeds.
- Reserving chemicals and fertilizers will allow the golf course to “lock in” rates and qualify for manufacturer rebates at the end of the year. Rebates can range from 3% to 10% depending on product and manufacturer.
- Purchases will be made utilizing Buyboard contract # 705-23

Simplot Turf and Horticulture

- Hidden Creek Golf Course has developed a successful relationship with Simplot Turf and Horticulture after our prior vendor failed to provide adequate service
- Chemicals to be purchased include:
 - Lexicon
 - Exteris Stressguard
 - Revolver
 - Primo
- Fertilizers to be purchased include:
 - Performance Pack Greens Fertilizer
 - Galaxy One Fertilizers
 - TruGyp
 - Eco – Micro Mix Plus

Staff Recommendation



Award purchase contract to Simplot Turf and Horticulture utilizing Buyboard contract #705-23 in the amount of \$90,000

Funding:

- Fertilizer in the amount of \$45,000
- Chemical in the amount of \$45,000
- Total Combined Amount: \$90,000

Options

Staff Recommendation



Approve contract with Simplot Turf and Horticulture in an amount not to exceed \$90,000



Deny contract with Simplot Turf and Horticulture in an amount not to exceed \$90,000

Simplot Turf & Horticulture Dallas

1625 Wallace Dr Ste 140

Carrollton, TX 75006-6654

469-289-5400 Fax:

TDA License 0847365

Sales Order 234012680

Not Processed Offered

Order Date 1/23/2024

Est. Delivery Date 01/31/2024

Offer Expires

Customer ID 107084

Customer PO#

Salesperson partainr

Shipping Via.

Field Name

Description

Ticket Type Deliver

Bill To: CITY OF BURLESON - HIDDEN CREEK
555 E HIDDEN CREEK PKWY
BURLESON, TX 76028

Ship To: HIDDEN CREEK GOLF COURSE
555 E HIDDEN CREEK PKWY
BURLESON, TX 76028

Comments: BuyBoard contract 705-23

Quantity	Description	Unit Price	Total \$	%	Your Share
1.00 Tote	DFWfer 11778250G 12-2-12 SUPER K W/UMAXX [250GAL]	5,100.0000 / Tote	5,100.00	100.0000	5,100.00
2.00 Tote	DFWfer 36851250G NUTRIPACK 30-0-0 w/ 50% SRN [250GAL]	3,850.0000 / Tote	7,700.00	100.0000	7,700.00
52.00 Jug	DFWChm 336852 5G 0-4-6 BIOKELP HUMIC [2.5GAL]	95.0000 / Jug	4,940.00	100.0000	4,940.00
50.00 Bag	DFWfer 550055L 4-0-4 RAPTURE [5LB]	26.0000 / Bag	1,300.00	100.0000	1,300.00
20.00 Jug	DFWfer 122562 5G 0-2-12 PHOENIX [2.5GAL]	120.0000 / Jug	2,400.00	100.0000	2,400.00
280.00 Bag	DFWfer 3809450L 25-5-10 50% GAL-XE 44.5 W HYDROFUSE FE &	37.7500 / Bag	10,570.00	100.0000	10,570.00
20.00 Bag	DFWfer 3298050L 0-0-45 GAL-XE MICRO PCSOP [50LB]	78.6000 / Bag	1,572.00	100.0000	1,572.00
40.00 Bag	DFWfer 1833750L TRUGYP MINI [50LB]	20.5000 / Bag	820.00	100.0000	820.00
26.00 Jug	DFWChm 363732 5G BIOPHASE SBE [2.5GAL]	90.0000 / Jug	2,340.00	100.0000	2,340.00
26.00 Jug	DFWfer 115982 5G 5-0-0 ECO MICRO MIX PLUS [2.5GAL]	56.0000 / Jug	1,456.00	100.0000	1,456.00
20.00 Jug	DFWfer 121442 5G DURAPHITE 12 2%MN 12%K [2.5GAL]	125.0000 / Jug	2,500.00	100.0000	2,500.00
20.00 Jug	DFWfer 127442 5G 0-0-25 TRANSORB K [2.5GAL]	75.0000 / Jug	1,500.00	100.0000	1,500.00
20.00 Jug	DFWfer 120762 5G AMINO FOLIAR [2.5GAL]	70.0000 / Jug	1,400.00	100.0000	1,400.00
20.00 Jug	DFWfer 120772 5G AMINO CALCIUM [2.5GAL]	69.0000 / Jug	1,380.00	100.0000	1,380.00

Sales Order**234012680**

Page 1

Simplot Turf & Horticulture Dallas

1625 Wallace Dr Ste 140

Carrollton, TX 75006-6654

469-289-5400 Fax:

TDA License 0847365

Sales Order 234012680

Not Processed Offered

Order Date 1/23/2024

Est. Delivery Date 01/31/2024

Offer Expires

Customer ID 107084

Customer PO#

Salesperson partainr

Shipping Via.

Field Name

Description

Ticket Type Deliver

Bill To: CITY OF BURLESON - HIDDEN CREEK
555 E HIDDEN CREEK PKWY
BURLESON, TX 76028

Ship To: HIDDEN CREEK GOLF COURSE
555 E HIDDEN CREEK PKWY
BURLESON, TX 76028

Comments: BuyBoard contract 705-23

Quantity	Description	Unit Price	Total \$	%	Your Share
----------	-------------	------------	----------	---	------------

Subtotal 44,978.00

Amount Due 44,978.00

If Paid By	Discount	Deduct	Pay Only
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Customer: _____

Sales Person:

Rick Portain

Purchase Terms.

Sales Order

234012680

Page 2

Simplot Turf & Horticulture Dallas

1625 Wallace Dr Ste 140

Carrollton, TX 75006-6654

469-289-5400 Fax

TDA License 0847365

Sales Order 234012216

Not Processed Offered

Order Date 10/11/2023

Est. Delivery Date 10/31/2023

Offer Expires

Customer ID 107084

Customer PO#

Salesperson partainr

Shipping Via.

Field Name

Description

Ticket Type Deliver

Bill To: CITY OF BURLESON - HIDDEN CREEK
555 E HIDDEN CREEK PKWY
BURLESON, TX 76028

Comments: BuyBoard Contract #705-23

Quantity	Description	Unit Price	Total \$	%	Your Share
11.00 Btl	DFWAg 2476321Z *USE UP* LEXICON INTRINSIC FUNGICIDE	604.5900 / Btl	6,650.49	100.0000	6,650.49
7.00 Btl	DFWAg 3746937Z NAVICON [37OZ]	543.1600 / Btl	3,802.12	100.0000	3,802.12
6.00 Jug	DFWAg 460341G SPECTICLE FLO (BAYER LABEL) [GAL]	2,031.2000 / Jug	12,187.20	100.0000	12,187.20
8.00 Jug	DFWAg 447632.5G ENCARTIS FUNGICIDE [2.5GAL]	322.8300 / Jug	2,582.64	100.0000	2,582.64
7.00 Btl	DFWAg 3746826Z MAXTIMA [26OZ]	226.9800 / Btl	1,588.86	100.0000	1,588.86
7.00 Btl	DFWAg 2488111.4Z XZEMPLAR FUNGICIDE [11.4OZ]	202.0100 / Btl	1,414.07	100.0000	1,414.07
2.00 Jug	DFWAg 27981.5G ACELEPRYN INSECTICIDE 57749 (HI RUP)	1,137.5000 / Jug	2,275.00	100.0000	2,275.00
4.00 Jug	DFWAg 247601G TRIPLE CROWN GOLF INSECTICIDE (RUP) [GAL]	338.0000 / Jug	1,352.00	100.0000	1,352.00
9.00 Pkg	DFWAg 1060425E MONUMENT 75WG [25GRAM]	300.0000 / Pkg	2,700.00	100.0000	2,700.00
12.00 Btl	DFWAg 460275.5L SIGNATURE XTRA WG60 (BAYER LABEL)	206.0000 / Btl	2,472.00	100.0000	2,472.00
2.00 Jug	DFWAg 272992.5G TOWER PREEMERGENT HERBICIDE	986.2500 / Jug	1,972.50	100.0000	1,972.50
40.00 Bag	DFWAg 1067450L FREEHAND 1.75G HERBICIDE [50LB]	98.5000 / Bag	3,940.00	100.0000	3,940.00
4.00 Bag	DFWAg 101601I HERITAGE [LB]	367.0000 / Bag	1,468.00	100.0000	1,468.00
2.00 Jug	DFWAg 448792.5G DACONIL WEATHERSTIK [2.5GAL]	210.0000 / Jug	420.00	100.0000	420.00

Simplot Turf & Horticulture Dallas

1625 Wallace Dr Ste 140

Carrollton, TX 75006-6654

469-289-5400 Fax:

TDA License 0847365

Sales Order 234012216

Not Processed Offered

Order Date 10/11/2023

Est. Delivery Date 10/31/2023

Offer Expires

Customer ID 107084

Customer PO#

Salesperson partainr

Shipping Via.

Field Name

Description

Ticket Type Deliver

Bill To: CITY OF BURLESON - HIDDEN CREEK
555 E HIDDEN CREEK PKWY
BURLESON, TX 76028

Comments: BuyBoard Contract #705-23

Quantity	Description	Unit Price	Total \$	%	Your Share
----------	-------------	------------	----------	---	------------

Subtotal 44,824.88

Amount Due 44,824.88

If Paid By	Discount	Deduct	Pay Only
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Customer: _____

Sales Person:

Rick Patain

Purchase Terms:

Sales Order
Page 2

234012216

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1124082

Date Filed:
02/14/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Simplot Turf & Horticulture
Carrollton, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Burleson

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2-20-24
Fertilizer and chemistry and plant protectant products for golf course maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Partain, Rick	Katy, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Rick Partain and my date of birth is 4/1/61

My address is 6419 Sunstone Falls Katy TX 77493 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Haller County, State of Texas, on the 14th day of February, 20 24
(month) (year)

Rick Partain
Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Fire / EMS
FROM: Casey Davis, Assistant Fire Chief
MEETING: February 20, 2024

SUBJECT:

Consider approval of a contract with Metro Fire Apparatus Specialist, Inc. for the purchase of self-contained breathing apparatuses (SCBA) facepiece and applicable accessories through a cooperative purchasing agreement with BuyBoard in the amount of \$59,994.00. (*Staff Contact: Casey Davis, Assistant Fire Chief*)

SUMMARY:

The Burleson Fire Department has developed and maintains a rotation/replacement schedule for Self-Contained Breathing Apparatus (SCBA) used in immediately dangerous to life or health (IDLH) atmospheres (firefighting, HazMat, or rescue). The NFPA (National Fire Protection Association) Standard 1982, 1981, 1500, and the Texas Commission on Fire Protection require all SCBAs to be replaced every ten years and SCBA cylinders every 15 years. The Department budgets annually to replace SCBA equipment for firefighting and rescue operations.

This request aims to provide enhanced safety to Burleson Fire/EMS personnel by replacing and upgrading our current SCBA facepieces. Fireground radio communications are almost always difficult to understand, while firefighters wear traditional SCBA facepieces. These SCBA facepieces will provide our personnel with the latest technology for "Radio Direct Interface" (Bluetooth) capabilities. This replacement and upgrade will enhance radio communications on the fire ground using bone-conducting Bluetooth-enabled audio and microphone systems. This upgrade works with our current Motorola radio system and connects using Bluetooth. Additional enhancements that can be achieved during fire ground operations while using this facepiece include enhanced voice intelligibility during two-way communications via an integrated mic within the facepiece. The facepiece further enhances the ability to hear and understand incoming radio communications through a bone-conduction headphone system contained within the facepiece. The facepiece includes a wider field of view and a new regulator for easier breathing, with a reduced frequency Vibralert that will help improve two-way radio communications if a firefighter is faced with the low-air alarm activation.

OPTIONS:

- 1) Approve Contract
- 2) Deny Contract

RECOMMENDATION:

Staff recommendations approval of contract for the purchase

PRIOR ACTION/INPUT (Council, Boards, Citizens):

Council approved as a supplemental request in 23/24 budget

FISCAL IMPACT:

Budgeted Y/N: Y
Fund Name: General Fund
Full Account #s: 1012201-70025
Amount: \$59,994.00

STAFF CONTACT:

Casey Davis
Assistant Fire Chief
cdavis@burlesontx.com
817-426-9173



Bluetooth-enabled self-contained breathing apparatuses (SCBA) facepieces

CITY COUNCIL PRESENTATION

FEBRUARY 20, 2024

Bluetooth-enabled self-contained breathing apparatuses (SCBA) facepieces

REQUESTING APPROVAL

To purchase Scott Vision C5 Facepiece, Radio Direct Interface, Bluetooth-enabled self-contained breathing apparatuses (SCBA) facepieces, and applicable accessories

3M™ Scott™ Vision C5 Facepiece
with Radio Direct Interface

**See more.
Hear what matters.
Breathe easier.**



Enhanced Firefighter Safety

Radio Direct Interface - Wireless radio communications utilizing existing compatible radios

Bone Conduction Headphone - Enhances hearing and understanding of incoming two-way radio communications

Wider Field of View - Helps to improve situational awareness

Enhanced Breathability - Helps reduce user burden and improve operational efficiencies

Enhanced communications, breathability and wider field of view provides for more efficient rescue capabilities



Council Action Requested

Approve

- Council approved as a supplemental request in 23/24 budget
- The purchase can be procured through a cooperative purchasing agreement with BuyBoard
- Staff recommends approval of this purchase using existing operating budget in the amount of \$59,994.00



Questions Comments



QUOTE

Number	220943-0
Quote Date	01/10/2024
Page	1

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: BURLESON FIRE DEPARTMENT
141 WEST RENFRO
BURLESON, TX 76028

Ship to: BURLESON FIRE DEPT
828 SOUTH WEST ALSBURY
BURLESON, TX 76028

Cust Code		Ordered By		Salesman		Job/Rel#	Customer PO	
BUR001		JEREMIAH LOZIER		JOSH SLOVAK				
Entered By			FOB		Ship Via		Terms	
JOSH SLOVAK			DESTINATION		BEST WAY		NET 20 DAYS	
Quantity			U/M	Item #	Description	Price	Extension	
Order	Ship	Back						
3	3	3	EA	SCT-7100293231	E-Z FLO REGULATOR, C5, RECTUS RIT PAK III 201673-02	747.00	2241.00	
3	3	3	EA	SCT-7012472509	RIT-PAK MASK, VISION C5	261.00	783.00	
36	36	36	EA	SCT-7012475315	VISION C5 FACEPIECE W/RDI & BONE IND HDPHONE, MOTOROLA APX, MEDIUM	1329.00	47844.00	
2	2	2	EA	SCT-7012475303	VISION C5 RDI CHARGER, SINGLE W/2-BATTERY SLOTS, VEHICLE MOUNT, DC POWER SUPPLY	379.00	758.00	
8	8	8	EA	SCT-7012619506	LI-ION BATTERY, SPARE VISION C5 FACEPIECE	88.00	704.00	
2	2	2	EA	SCT-7012635054	C5 REGULATOR	1585.00	3170.00	
4	4	4	EA	SCT-7012472483	SPARE, HOSE & MANIFOLD ASM UEBSS 201699-01	497.00	1988.00	
4	4	4	EA	SCT-7100298861	REGULATOR HOSE ASSY, X3 CGA, HUD, QUICK DISCONNECT, RECTUS 701757-03	476.00	1904.00	
135	135	135	MIN	MET-SCT-LABOR	LABOR	152.00	342.00	
5	5	5	EA	MET-SCT-FLOW TEST	SCOTT RESPIRATORY FLOW TEST	52.00	260.00	
1	1	1	EA	BUY BOARD CONTRACT	698-23	0.00	0.00	

SubTotal 59,994.00

Total 59,994.00

QUOTE GOOD FOR 60 DAYS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

METRO FIRE APPARATUS SPECIALISTS, INC
HOUSTON , TX United States

Certificate Number:
2024-1117864

Date Filed:
01/30/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

BURLESON FIRE DEPARTMENT

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

SCBA
SCBA ITEMS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	RUSSELL, CRAIG	HOUSTON, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is MONICA INGRAM, and my date of birth is _____.

My address is 17350 STATE HWY 249 STE 250, HOUSTON, TX, 77064, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HARRIS County, State of TEXAS, on the 30th day of JAN, 20 24.
(month) (year)

Monica Ingram

Digitally signed by Monica Ingram
DN: cn=Monica Ingram, o=Metro Fire
Apparatus Specialists, Inc, ou=MFAS,

Signature of authorized agent of contracting business entity, c=US
(Declarant) Date: 2024.01.30 12:41:44 -06'00'



Vendor Contract Information Summary

Vendor	Metro Fire Apparatus Specialists, Inc.
Contact	Andy King
Phone	713-692-0911
Email	aking@mfas.com
Vendor Website	www.mfas.com
TIN	76-0598763
Address Line 1	17350 State Hwy 249 Ste 250
Vendor City	Houston
Vendor Zip	77064
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 Days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Prepaid, Add to Invoice
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes



February 11, 2024

Sent via email to: aking@mfas.com

Andy King
Metro Fire Apparatus Specialists, Inc.
17350 State Hwy 249 Ste 250
Houston TX 77064

Re: Public Safety and Firehouse Supplies and Equipment
BuyBoard Contract 698-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Public Safety and Firehouse Supplies and Equipment, Contract 698-23 effective 4/1/2023 through March 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through March 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

February 7, 2023

Sent Via Email: aking@mfas.com

Andy King
Metro Fire Apparatus Specialists, Inc.
17350 SH 249, Suite 250
Houston, TX 77064

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 698-23, Public Safety and Firehouse Supplies and Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2023 through March 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

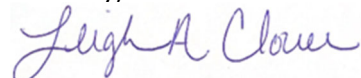
To review the items your company has been awarded, please review Proposal Tabulation No. 698-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,



Leigh Clover, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Public Safety and
Firehouse Supplies and Equipment

Proposal Due Date/Opening Date and Time:
November 10, 2022, at 4:00 PM

Proposal Invitation Number: 698-23

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Term: April 1, 2023, through March 31,
2024, with two possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
February 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Metro Fire Apparatus Specialists, Inc

Name of Proposing Company

11/09/2022

Date

17350 SH 249 STE 250

Street Address

Signature of Authorized Company Official

Houston, TX 77064

City, State, Zip

Andy King

Printed Name of Authorized Company Official

7136920911

Telephone Number of Authorized Company Official

Vice President of Operations

Position or Title of Authorized Company Official

7136921591

Fax Number of Authorized Company Official

76-0598763

Federal ID Number



PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: 



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5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the Included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor): states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: 



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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer**.
☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____
City _____ State _____ Zip Code _____

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (I) has its principal place of business in Texas; or (II) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☐ Yes ☐ No

Initial: 



NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE CH. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE CH. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE CH. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (I) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (II) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (III) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: 



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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (✓) all that apply:

- ☐ I certify that my company has been certified as a HUB in the following categories:
- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Minority Owned Business | <input type="checkbox"/> Women Owned Business |
| <input type="checkbox"/> Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) | |

Certification Number: _____

Name of Certifying Agency: _____

- ☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company cannot or will not comply.]*

Metro Fire will comply.

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: AK



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: 



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

Initial: 



VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor Information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: AK



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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)

Initial: 



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B. Copyright Information

Does your Proposal (Including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☒

NO, Proposal (Including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐

YES, Proposal (Including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: 



EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☒ **YES, I agree.**

☐ **NO, I do not agree.**

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☒ **YES, I agree.**

☐ **NO, I do not agree.**

Initial: 



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: 



6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES, I agree.** ☐ **NO, I do not agree.**

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES, I agree.** ☐ **NO, I do not agree.**

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES, I agree.** ☐ **NO, I do not agree.**

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES, I agree.** ☐ **NO, I do not agree.**

Initial: 



10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such Information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ YES, I agree.

☐ NO, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such Information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ YES, I agree.

☐ NO, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such Information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ YES, I agree.

☐ NO, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide Information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ YES, I agree.

☐ NO, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such Information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ YES, I agree.

☐ NO, I do not agree.

Initial: 



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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Metro Fire Apparatus Specialists, Inc.

Company Name

Signature of Authorized Company Official

Andy King VP Operations

Printed Name and Title

11/09/2022

Date



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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (*Optional*)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Metro Fire Apparatus Specialists, Inc.

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☒ Corporation ☐ Limited Liability Company ☐ Partnership
 ☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 76-0598763
(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Metro Fire Apparatus Specialists, Inc.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Metro Fire Apparatus Specialists, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. 17350 SH 249 - Suite 250	Requester's name and address (optional) BuyBoard P O Box 400 Austin, TX 78767	
6 City, state, and ZIP code Houston, TX 77064		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

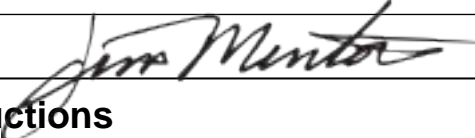
Social security number								
			-			-		
or								
Employer identification number								
7	6		-	0	5	9	8	7
								6
								3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 11/07/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ EST. 2,000,000.00. (The period of the 12-month period is SEPTEMBER/OCTOBER). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	Y		APPARATUS
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	Y	OVER 10	EE08-19 EQUIP F812-19 APPARATUS
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 1% to 45%

Proposed Discount (%): 1% to 50%

Explanation: There is not only one discount, there is a range, pricing will be as favorable to the end user or more so on 698-23 as we were on 603-20.



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. Laredo, TX GUILLERMO HEARD	956.718.6000	GHEARD@CI.LAREDO.TX.US	1 TO 50% DEPENDING ON PRODUCT		
2. Grand Prairie, TX BILL MURPHY	972.237.8300	BMURPHY@GPTX.ORG	1 TO 50% DEPENDING ON PRODUCT		
3. La Porte, TX CARL HOLLEY	281.471.5020	HOLEYC@LAPORTETEX.GOV	1 TO 50% DEPENDING ON PRODUCT		
4. Coppel, TX KEVIN RICHARDSON	972.304.3512	KRICHARDSON@COPPELLTX.GOV	1 TO 50% DEPENDING ON PRODUCT		
5. Round Rock, TX DANNY MARKS	512.671.2779	DMARK@ROUNDROCKTEXAS.GOV	1 TO 50% DEPENDING ON PRODUCT		

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☒ **NO** ☐ If YES, please explain:

Quantity discounts in certain situations can apply, which would result in better pricing to the
End user.

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Company Profile

Metro Fire Apparatus Specialists was incorporated in 1999, we are a Texas franchised dealership of Spartan Emergency Fire Apparatus, and Super Vac Trucks. Metro Fire operates 3 fire truck service and warranty facilities across the State, as well as a Make Ready and Fabrication facility. We also distribute a full line of loose equipment from the best brands in the fire service. Our distribution division includes nozzles, hose, PPE, imaging, hand tools and more, including SCBA and compressor sales and service. Metro Fire employs over 20 outside salesmen, 50+ technicians, mechanics, and fabricators, and over 25 sales/service support personnel. Metro Fire is also a licensed convertor and brush truck builder, mostly building on customer supplied Ford, Chevy and Dodge chassis we build custom brush trucks, chief rides, squad units, specialty units, command vehicles and more for customers across the state.

A handwritten signature in black ink, appearing to be 'J. K. [unclear]', written in a cursive style.



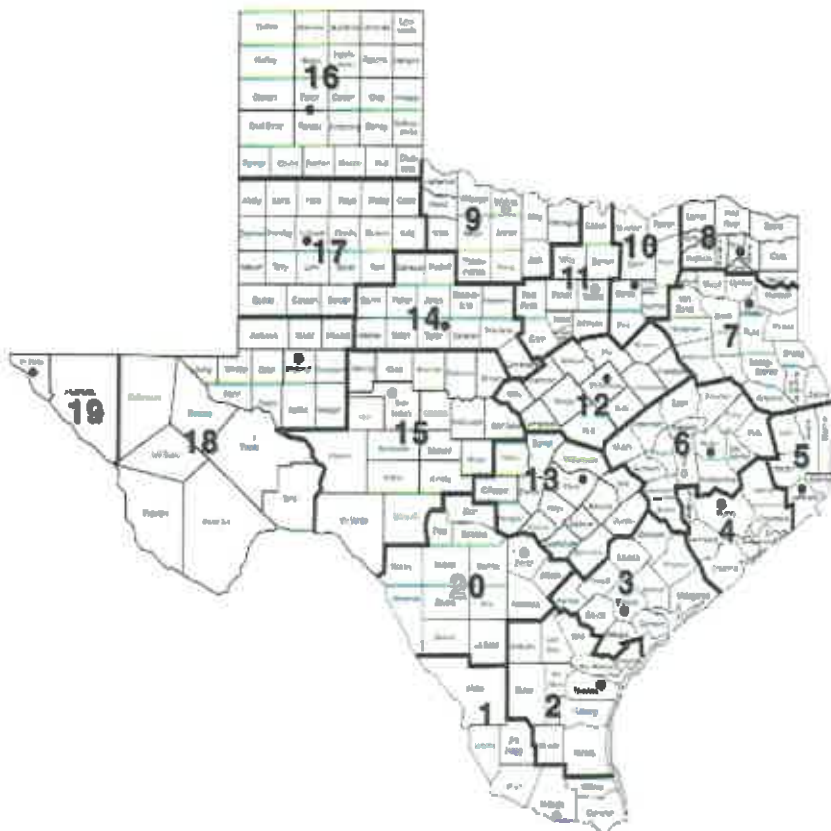
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TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

☒ **Reviewed/Completed: Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- ☒ **Reviewed/Completed: Proposal Acknowledgements**
- ☒ **Reviewed/Completed: Felony Conviction Disclosure**
- ☒ **Reviewed/Completed: Resident/Nonresident Certification**
- ☒ **Reviewed/Completed: Debarment Certification**
- ☐ **Reviewed/Completed: Vendor Employment Certification**
- ☒ **Reviewed/Completed: No Boycott Verification**
- ☒ **Reviewed/Completed: No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ **Reviewed/Completed: Historically Underutilized Business Certification**
- ☒ **Reviewed/Completed: Acknowledgement of BuyBoard Technical Requirements**
- ☒ **Reviewed/Completed: Construction-Related Goods and Services Affirmation**
- ☒ **Reviewed/Completed: Deviation and Compliance**
- ☒ **Reviewed/Completed: Vendor Consent for Name Brand Use**
- ☒ **Reviewed/Completed: Confidential/Proprietary Information**
- ☒ **Reviewed/Completed: EDGAR Vendor Certification**
- ☒ **Reviewed/Completed: Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☒ **Reviewed/Completed: Vendor Business Name**
- ☒ **Reviewed/Completed: Vendor Contact Information** *(complete in electronic proposal submission system)*
- ☒ **Reviewed/Completed: Federal and State/Purchasing Cooperative Experience**
- ☒ **Reviewed/Completed: Governmental References**
- ☒ **Reviewed/Completed: Company Profile**
- ☒ **Reviewed/Completed: Texas Regional Service Designation** *(complete in electronic proposal submission system)*
- ☒ **Reviewed/Completed: State Service Designation** *(complete in electronic proposal submission system)*
- ☒ **Reviewed/Completed: National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
- ☒ **Reviewed/Completed: Local/Authorized Seller Listings**
- ☒ **Reviewed/Completed: Manufacturer Dealer Designation**
- ☒ **Reviewed/Completed: Proposal Invitation Questionnaire**
- ☒ **Reviewed/Completed: Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*
- ☐ **Reviewed/Completed: Proposal Specifications Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.**



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation Information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana

Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Metro Fire Apparatus Specialists, Inc.

Name of Vendor

Signature of Authorized Company Official

Proposal No. 686-23 for Public Safety and Firehouse Supplies and Equipment

Proposal Invitation Number

Andy King

Printed Name of Authorized Company Official

11/09/2022

Date



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LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Established in 1986, incorporate in 1999. No name changes in that time. At this time Metro Fire is not for sale and there are not plans that would significantly alter our business.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Metro Fire is fully staffed with sales, administration and support personnel. Experienced Corporate staff of 11, with branch staff numbering in the range of 2 to 10 per location. Over 20 salesmen in the field and an executive staff that helps oversee all departments. Our total company roster as of 11/09/2022 is 102 employees, more can be found at www.mfas.com.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

See attachment. "BuyBoard Marketing Strategy 698-23"



Apparatus Specialists, Inc.

17350 SH 249 Ste 250 Houston, TX 77064 / (713) 692-0911 / (713) 692-1591 fax

November 9, 2022

Regarding: 698-23 Marketing Strategy

To whom it may concern,

Metro Fire's Marketing Strategy will include the following:

- 1. Educating our outside sales staff of 20 salesmen statewide with the knowledge of this contract and the material to educate their end user customers.**
- 2. Posting and highlighting the BuyBoard logo on our website as an indicator that we are a contracting member of the co-op.**
- 3. Direct mailers highlighting certain products that are on the BuyBoard contract, for example TFT, Paratech and Fire-Dex.**

In addition to the strategy above we will also continue to educate our customers of Buy Board. Our customers appreciate that Buy Board is Texas based and easy to use as a member.

For any questions or comments please contact Andy King, (713) 692-0911

A handwritten signature in black ink, appearing to read "Andy King". The signature is stylized with a large, looped "A" and a long, sweeping underline.

Andy King



4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and Insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or Insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Metro Fire's financial capability is very positive. Our company is in good standing with all suppliers and vendors with excellent payment history. References are certainly available upon request. We are a fully insured, liability, property, casualty, etc. Metro Fire's cash reserves are healthy, sales YTD are up and our backlog is also strong.

5. Does your company have any outstanding financial judgments and/or Is It currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

We have not defaulted or failed to complete or delivery work under contract. We have not been terminated from a customer contract in our history.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None related to contracts similar to this contract or work.



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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____



PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Section I: Public Safety Supplies and Equipment

1. Discount (%) off catalog/pricelist for **Firearms and Ammunition.**
2. Discount (%) off catalog/pricelist for **Tactical Equipment.**
3. Discount (%) off catalog/pricelist for **Night Sticks and Batons.**
4. Discount (%) off catalog/pricelist for **Riot Equipment/Body Armor.**
5. Discount (%) off catalog/pricelist for **Public Safety Vehicle Equipment and Related Accessories.**
6. Discount (%) off catalog/pricelist for **Tear Gas/Mace and Related Items.**
7. Discount (%) off catalog/pricelist for **Night Vision and Infrared Equipment.**
8. Discount (%) off catalog/pricelist for **Thermal Imaging Equipment and Products.**
9. Discount (%) off catalog/pricelist for **Flashlights, Batteries, and Related Items.**
10. Discount (%) off catalog/pricelist for **Electronic Stand-up Vehicles (ESV).**
11. Discount (%) off catalog/pricelist for **All Types of Public Safety Patrol Bicycles, Supplies and Related Accessories.**
12. Discount (%) off catalog/pricelist for **Public Safety Rescue Equipment.**
13. Discount (%) off catalog/pricelist for **Handcuffs and Restraints.**
14. Discount (%) off catalog/pricelist for **Scopes and Binoculars.**
15. Discount (%) off catalog/pricelist for **Alcohol and Drug Testing Products and Related Services.**
16. Discount (%) off catalog/pricelist for **Law Enforcement Training Targets.**
17. Discount (%) off catalog/pricelist for **Fingerprint Equipment and Supplies.**
18. Discount (%) off catalog/pricelist for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories).
19. Discount (%) off catalog/pricelist for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories.**
20. Discount (%) off catalog/pricelist for **Weather Monitoring Systems.**
21. Discount (%) off catalog/pricelist for **Red Light Monitoring Systems.**
22. Discount (%) off catalog/pricelist for **Speed Enforcement Equipment.**
23. Discount (%) off catalog/pricelist for **Public Safety Life Preserver and Related Items.**
24. Discount (%) off catalog/pricelist for **Emergency Radio Dispatch Consoles and related items.**
25. Discount (%) off catalog/pricelist for **Safety and Security Window Film Products.**
26. Discount (%) off catalog/pricelist for **Gunshot and Threat Detection Products and Systems.**
27. Discount (%) off catalog/pricelist for **All Types Security Access Doors and related accessories** (accordion, roll up, wood fold, flat lead post, narrow lead post, and curved).
28. Discount (%) off catalog/pricelist for **All Other Public Safety Products and Equipment.**
29. Discount (%) off catalog/pricelist for **Public Safety Equipment Repair Parts.**
30. Discount (%) off catalog/pricelist for **Public Safety Equipment and Products Maintenance/Warranty Agreements.**

Section II: Firehouse Supplies and Equipment

31. Discount (%) off catalog/pricelist for **Breathing Apparatus.**



32. Discount (%) off catalog/pricelist for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags.**
33. Discount (%) off catalog/pricelist for **Turnout Gear.**
34. Discount (%) off catalog/pricelist for **Nomex Station Uniforms.**
35. Discount (%) off catalog/pricelist for **Communication Devices and Systems.**
36. Discount (%) off catalog/pricelist for **EMS Supplies and Equipment.**
37. Discount (%) off catalog/pricelist for **Portable Lighting Equipment.**
38. Discount (%) off catalog/pricelist for **Vehicle Light Bars, Sirens, and Speakers.**
39. Discount (%) off catalog/pricelist for **Fire Extrication Rescue Equipment.**
40. Discount (%) off catalog/pricelist for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories.**
41. Discount (%) off catalog/pricelist for **Gas Detection Devices, Cameras, and Systems.**
42. Discount (%) off catalog/pricelist for **Fire Hose and Nozzles.**
43. Discount (%) off catalog/pricelist for **Fire Extinguishers and Fire Fighting Foam.**
44. Discount (%) off catalog/pricelist for **Fire Hose Hydrostatic Testing Services.**
45. Discount (%) off catalog/pricelist for **Fire Fighting Training Materials and Equipment.**
46. Discount (%) off catalog/pricelist for **Optical Emergency Traffic Pre-Emption Supplies and Equipment.**
47. Discount (%) off catalog/pricelist for **All Other Firehouse Equipment and Supplies.**
48. Discount (%) off catalog/pricelist for **Firehouse Equipment Repair Parts.**
49. Discount (%) off catalog/pricelist for **Firehouse Equipment and Products Safety Maintenance/Warranty Agreements.**

Section III: Installation and Repair Service

50. **Hourly Labor Rate for Installation/Repair Service of Public Safety Equipment and Products - Not to Exceed**
hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.
51. **Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products - Not to Exceed**
hourly labor rate for Installation/Repair Service of Firehouse Equipment and Products.

Metro Fire Apparatus Specialists, Inc. Information

Contact: Andy King, VP-Operations
Address: 17350 SH 249 - #250
Houston, TX 77064
Phone: (713) 692-0911
Fax: (713) 692-1591
Email: aking@mfas.com
Web Address: www.mfas.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Andy King

Signature

Submitted at 11/10/2022 02:49:37 PM (CT)

aking@mfas.com

Email

Requested Attachments

BuyBoard Proposal Invitation No. 698-23 Public Safety and Firehouse Supplies and Equipment BuyBoard Proposal Invitation Documents Signed.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist Metro Fire Apparatus Specialists, Inc Vendor Price Lists - BuyBoard 698-23 Proposal.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Metro Fire Apparatus Specialists Detailed Information MSRP.pdf

Related to Discount % and/or Hourly Labor

Rate Proposed

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile Company Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification W-9 Form - Metro Fire Apparatus Specialists, Inc. - BuyBoard 2022.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Response Attachments

Metro Fire Apparatus Specialists Repair and Warranty MSRP SEC_29,30,48,49,50,51 - 11_2022.pdf

Metro Fire Response to Secs. 29,30,47,48,49,50 and 51.

Firecraft 2022 FX Glove MSRP Price List041522.pdf

FireCraft Gloves 2022 MSRP Pricelist

Metro Fire Apparatus Specialists Repair and Warranty MSRP SEC_29,30,48,49,50,51 - 11_2022.pdf

Metro Fire Apparatus Specialists, Inc. Catalog Price List 2022

Council Tool MSRP Price List 2022.pdf

Council Tool 2022 MSRP Price List

Bid Attributes

1 Federal Identification Number

Federal Identification Number

76-0598763

2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees 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. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7 Women Owned Business

Women Owned Business

☐ *Women Owned Business (Yes)*

8 Service-Disabled Veteran Owned Business

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business (Yes)*

9 Certification Number

Certification Number

No response

10 Name of Certifying Agency

Certifying Agency

No response

11 Non-MWBE/HUB

My company has NOT been certified as a MWBE/HUB

☒ Non-HUB (Yes)

12 Vendor General Contact Information

Proposal/Contract General Contact Information

13 Vendor Proposal/Contract Contact Name

Vendor Proposal/Contract Contact Name

Andy King

14 Vendor Proposal/Contract Contact E-mail Address

Vendor Proposal/Contract Contact E-mail Address

aking@mfas.com

15 Vendor Proposal/Contract Mailing Address

Vendor Proposal/Contract Mailing Address

17350 SH 249 Suite 250

1 6	Vendor Proposal/Contact Mailing Address - City Vendor Proposal/Contact Mailing Address - City <input style="width: 90%;" type="text" value="Houston"/>
1 7	Vendor Proposal/Contact Mailing Address - State Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) <input style="width: 90%;" type="text" value="TX"/>
1 8	Vendor Proposal/Contact Mailing Address - Zip Code Vendor Proposal/Contact Mailing Address - Zip Code <input style="width: 90%;" type="text" value="77064"/>
1 9	Vendor Proposal/Contact Phone Number Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="713-692-0911"/>
2 0	Vendor Proposal/Contact Extension Number Vendor Proposal/Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>
2 1	Company Website Company Website (www.XXXXX.com) <input style="width: 90%;" type="text" value="www.mfas.com"/>
2 2	Purchase Orders Contact Information <p>All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.</p> <p>Please select options below for receipt of Purchase Orders and provide the requested information:</p> <ul style="list-style-type: none"> I will use the internet to receive Purchase Orders at the following address <div style="border: 1px solid black; width: 100px; height: 20px; margin-top: 10px; display: flex; align-items: center; justify-content: center;">Yes</div>
2 3	Purchase Order E-mail Address Purchase Order E-mail Address <input style="width: 90%;" type="text" value="aking@mfas.com"/>
2 4	Purchase Order Contact Name Purchase Order Contact Name <input style="width: 90%;" type="text" value="Andy King"/>
2 5	Purchase Order Contact Phone Number Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="713-692-0911"/>

26	Purchase Order Contact Extension Number Purchase Order Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>
27	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address <input style="width: 90%;" type="text" value="aking@mfas.com"/>
28	Alternate Purchase Order Contact Name Alternate Purchase Order Contact Name <input style="width: 90%;" type="text" value="jminton@mfas.com"/>
29	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="713-724-8610"/>
30	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>
31	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: <ul style="list-style-type: none"> Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. <div style="margin-top: 10px;"> <input style="width: 50px;" type="text" value="Yes"/> </div>
32	Request for Quotes (â€œRFQâ€œ) Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:
33	Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address <input style="width: 90%;" type="text" value="aking@mfas.com"/>
34	Request for Quote (RFQ) Contact Name Request for Quote (RFQ) Contact Name <input style="width: 90%;" type="text" value="Andy King"/>
35	Request for Quote (RFQ) Contact Phone Number Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="713-692-0911"/>

3 6	Request for Quote (RFQ) Contact Extension Number Request for Quote (RFQ) Contact Extension Number <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
3 7	Alternate Request for Quote (RFQ) E-mail Address Alternate Request for Quote (RFQ) E-mail Address <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">jminton@mfas.com</div>
3 8	Alternate Request for Quote (RFQ) Contact Name Alternate Request for Quote (RFQ) Contact Name <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Jim Minton</div>
3 9	Alternate Request for Quote (RFQ) Contact Phone Number Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">7137248610</div>
4 0	Alternate Request for Quote (RFQ) Contact Extension Number Alternate Request for Quote (RFQ) Contact Extension Number <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>
4 1	Invoices Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.
4 2	Invoices Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information: (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Service fee invoices and notices direct to company</div>
4 3	Invoice Company Name Invoice Company Name <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Metro Fire Apparatus Specialists, Inc.</div>
4 4	Invoice Company Department Name Invoice Company Department Name <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Accounts Payable</div>

4 5	Invoice Contact Name Invoice Contact Name <input type="text" value="Clark King"/>
4 6	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) <input type="text" value="17350 SH 249 Suite 250"/>
4 7	Invoice Mailing Address - City Invoice Mailing Address - City <input type="text" value="Houston"/>
4 8	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name) <input type="text" value="TX"/>
4 9	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code) <input type="text" value="77064"/>
5 0	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="713-692-0911"/>
5 1	Invoice Contact Extension Number Invoice Contact Extension Number <input type="text" value="No response"/>
5 2	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) <input type="text" value="713-692-1591"/>
5 3	Invoice Contact E-mail Address Invoice Contact E-mail <input type="text" value="cking@mfas.com"/>
5 4	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address <input type="text" value="aking@mfas.com"/>
5 5	Billing Agent Company Name Billing Agent Company Name <input type="text" value="No response"/>
5 6	Billing Agent Department Name Billing Agent Department Name <input type="text" value="No response"/>

57	Billing Agent Contact Name Billing Agent Contact Name <input type="text" value="No response"/>
58	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) <input type="text" value="No response"/>
59	Billing Agent Mailing Address - City Billing Agent Mailing Address - City <input type="text" value="No response"/>
60	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) <input type="text" value="No response"/>
61	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code <input type="text" value="No response"/>
62	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="No response"/>
63	Billing Agent Contact Extension Number Billing Agent Contact Extension Number <input type="text" value="No response"/>
64	Billing Agent Fax Number Billing Agent Fax Number <input type="text" value="No response"/>
65	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address <input type="text" value="No response"/>
66	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address <input type="text" value="No response"/>
67	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other <input type="text" value="Prepaid and Add to Invoice"/>

6
8**Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

6
9**Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

7
0**State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

7
1**Electronic Payments**

Are electronic payments acceptable to your company?

7
2**Credit Card Payments**

Are credit card payments acceptable to your company?

7
3**Texas Regional Service Designation****Texas Regional Service Designation - Refer to Form in Proposal Invitation**

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

7
4**Company Name**

Company Name

7
5**Texas Regional Service Designation**

Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve.

7
6**Region 1**

Region 1 - Edinburg

☐ Region 1 (1)

77	Region 2 Region 2 - Corpus Christi <input type="checkbox"/> <i>Region 2 (2)</i>
78	Region 3 Region 3 - Victoria <input type="checkbox"/> <i>Region 3 (3)</i>
79	Region 4 Region 4 - Houston <input type="checkbox"/> <i>Region 4 (4)</i>
80	Region 5 Region 5 - Beaumont <input type="checkbox"/> <i>Region 5 (5)</i>
81	Region 6 Region 6 - Huntsville <input type="checkbox"/> <i>Region 6 (6)</i>
82	Region 7 Region 7 - Kilgore <input type="checkbox"/> <i>Region 7 (7)</i>
83	Region 8 Region 8 - Mount Pleasant <input type="checkbox"/> <i>Region 8 (8)</i>
84	Region 9 Region 9 - Wichita Falls <input type="checkbox"/> <i>Region 9 (9)</i>
85	Region 10 Region 10 - Richardson <input type="checkbox"/> <i>Region 10 (10)</i>
86	Region 11 Region 11 - Fort Worth <input type="checkbox"/> <i>Region 11 (11)</i>
87	Region 12 Region 12 - Waco <input type="checkbox"/> <i>Region 12 (12)</i>
88	Region 13 Region 13 - Austin <input type="checkbox"/> <i>Region 13 (13)</i>

89	Region 14 Region 14 - Abilene <input type="checkbox"/> <i>Region 14 (14)</i>
90	Region 15 Region 15 - San Angelo <input type="checkbox"/> <i>Region 15 (15)</i>
91	Region 16 Region 16 - Amarillo <input type="checkbox"/> <i>Region 16 (16)</i>
92	Region 17 Region 17 - Lubbock <input type="checkbox"/> <i>Region 17 (17)</i>
93	Region 18 Region 18 - Midland <input type="checkbox"/> <i>Region 18 (18)</i>
94	Region 19 Region 19 - El Paso <input type="checkbox"/> <i>Region 19 (19)</i>
95	Region 20 Region 20 - San Antonio <input type="checkbox"/> <i>Region 20 (20)</i>
96	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i> If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
97	Company Name Company Name <input type="text" value="Metro Fire Apparatus Specialis"/>

98	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. <input type="checkbox"/> I will not serve all states in the United States
99	Alabama Alabama <input type="checkbox"/> <i>Alabama (AL)</i>
100	Alaska Alaska <input type="checkbox"/> <i>Alaska (AK)</i>
101	Arizona Arizona <input type="checkbox"/> <i>Arizona (AZ)</i>
102	Arkansas Arkansas <input type="checkbox"/> <i>Arkansas (AR)</i>
103	California California (Public Contract Code 20118 & 20652) <input type="checkbox"/> <i>California (CA)</i>
104	Colorado Colorado <input type="checkbox"/> <i>Colorado (CO)</i>
105	Connecticut Connecticut <input type="checkbox"/> <i>Connecticut (CT)</i>
106	Delaware Delaware <input type="checkbox"/> <i>Delaware (DE)</i>
107	District of Columbia District of Columbia <input type="checkbox"/> <i>District of Columbia (DC)</i>
108	Florida Florida <input type="checkbox"/> <i>Florida (FL)</i>
109	Georgia Georgia <input type="checkbox"/> <i>Georgia (GA)</i>

1 1 0	Hawaii Hawaii <input type="checkbox"/> <i>Hawaii (HI)</i>
1 1 1	Idaho Idaho <input type="checkbox"/> <i>Idaho (ID)</i>
1 1 2	Illinois Illinois <input type="checkbox"/> <i>Illinois (IL)</i>
1 1 3	Indiana Indiana <input type="checkbox"/> <i>Indiana (IN)</i>
1 1 4	Iowa Iowa <input type="checkbox"/> <i>Iowa (IA)</i>
1 1 5	Kansas Kansas <input type="checkbox"/> <i>Kansas (KS)</i>
1 1 6	Kentucky Kentucky <input type="checkbox"/> <i>Kentucky (KY)</i>
1 1 7	Louisiana Louisiana <input type="checkbox"/> <i>Louisiana (LA)</i>
1 1 8	Maine Maine <input type="checkbox"/> <i>Maine (ME)</i>
1 1 9	Maryland Maryland <input type="checkbox"/> <i>Maryland (MD)</i>
1 2 0	Massachusetts Massachusetts <input type="checkbox"/> <i>Massachusetts (MA)</i>
1 2 1	Michigan Michigan <input type="checkbox"/> <i>Michigan (MI)</i>

1 2 2	Minnesota Minnesota <input type="checkbox"/> <i>Minnesota (MN)</i>
1 2 3	Mississippi Mississippi <input type="checkbox"/> <i>Mississippi (MS)</i>
1 2 4	Missouri Missouri <input type="checkbox"/> <i>Missouri (MO)</i>
1 2 5	Montana Montana <input type="checkbox"/> <i>Montana (MT)</i>
1 2 6	Nebraska Nebraska <input type="checkbox"/> <i>Nebraska (NE)</i>
1 2 7	Nevada Nevada <input type="checkbox"/> <i>Nevada (NV)</i>
1 2 8	New Hampshire New Hampshire <input type="checkbox"/> <i>New Hampshire (NH)</i>
1 2 9	New Jersey New Jersey <input type="checkbox"/> <i>New Jersey (NJ)</i>
1 3 0	New Mexico New Mexico <input type="checkbox"/> <i>New Mexico (NM)</i>
1 3 1	New York New York <input type="checkbox"/> <i>New York (NY)</i>
1 3 2	North Carolina North Carolina <input type="checkbox"/> <i>North Carolina (NC)</i>
1 3 3	North Dakota North Dakota <input type="checkbox"/> <i>North Dakota (ND)</i>

1 3 4	Ohio Ohio <input type="checkbox"/> <i>Ohio (OH)</i>
1 3 5	Oklahoma Oklahoma <input type="checkbox"/> <i>Oklahoma (OK)</i>
1 3 6	Oregon Oregon <input type="checkbox"/> <i>Oregon (OR)</i>
1 3 7	Pennsylvania Pennsylvania <input type="checkbox"/> <i>Pennsylvania (PA)</i>
1 3 8	Rhode Island Rhode Island <input type="checkbox"/> <i>Rhode Island (RI)</i>
1 3 9	South Carolina South Carolina <input type="checkbox"/> <i>South Carolina (SC)</i>
1 4 0	South Dakota South Dakota <input type="checkbox"/> <i>South Dakota (SD)</i>
1 4 1	Tennessee Tennessee <input type="checkbox"/> <i>Tennessee (TN)</i>
1 4 2	Texas Texas <input type="checkbox"/> <i>Texas (TX)</i>
1 4 3	Utah Utah <input type="checkbox"/> <i>Utah (UT)</i>
1 4 4	Vermont Vermont <input type="checkbox"/> <i>Vermont (VT)</i>
1 4 5	Virginia Virginia <input type="checkbox"/> <i>Virginia (VA)</i>

1 4 6	Washington Washington <input type="checkbox"/> <i>Washington (WA)</i>
1 4 7	West Virginia West Virginia <input type="checkbox"/> <i>West Virginia (WV)</i>
1 4 8	Wisconsin Wisconsin <input type="checkbox"/> <i>Wisconsin (WI)</i>
1 4 9	Wyoming Wyoming <input type="checkbox"/> <i>Wyoming (WY)</i>

Bid Lines

1	Section I: Public Safety Supplies and Equipment Discount (%) off catalog/pricelist for Firearms and Ammunition . Catalog/Pricelist MUST be included or proposal will not be considered. <div style="text-align: right;">No Bid</div> <p>Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. <u>No paper catalogs or manufacturer/vendor websites will be accepted.</u></p> <p>Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none"> • Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed <p>Item Attributes</p> <p>1. State Name of Catalog/Pricelist Proposed with Discount Percentage</p> <p>NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".</p> <div style="border: 1px solid black; padding: 2px;">No response</div>
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2 Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Tactical Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 2%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Paratech

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for Tactical Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Broco-Rankin

3 **Section I: Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Night Sticks and Batons**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

4 Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Riot Equipment/Body Armor**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 1%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Fire Ninja

5 Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Vehicle Equipment and Related Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 4%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kussmaul

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for Public Safety Vehicle Equipment and Related Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FireTech

6 Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Tear Gas/Mace and Related Items**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Night Vision and Infrared Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bullard

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for Night Vision and Infrared Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FLIR (0% disc to 4% disc)

8 Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Thermal Imaging Equipment and Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bullard

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for Thermal Imaging Equipment and Products. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FLIR (0% disc to-4%disc)

9 Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Flashlights, Batteries, and Related Items**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 41%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Streamlight (41% disc to 44%)

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for Flashlights, Batteries, and Related Items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FoxFury (1% disc -10% disc)

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Electronic Stand-up Vehicles (ESV)**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **All Types of Public Safety Patrol Bicycles, Supplies and Related Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 1%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Rescue Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 2%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 Paratech

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Handcuffs and Restraints**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Scopes and Binoculars**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Alcohol and Drug Testing Products and Related Services**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Law Enforcement Training Targets**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Fingerprint Equipment and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

MFAS Price List (0%-30%)

Alternate 1**Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 5%

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Steck

Alternate 2**Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for **Law Enforcement Knives and Tools** (multipurpose tools, clip tools, mini tools, and related accessories). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 1%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

RescueTech

1
9

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Lakeland (20% disc - 40% disc)

Alternate 1

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Uniforms, Rainwear, Jackets, Footwear, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

HAIX

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Weather Monitoring Systems**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Red Light Monitoring Systems**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Speed Enforcement Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Life Preserver and Related Items**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 1%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1**Section I: Public Safety Supplies and Equipment**

Discount (%) off catalog/pricelist for Public Safety Life Preserver and Related Items. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Emergency Radio Dispatch Consoles and related items**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Safety and Security Window Film Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Gunshot and Threat Detection Products and Systems**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **All Types Security Access Doors and related accessories** (accordion, roll up, wood fold, flat lead post, narrow lead post, and curved). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 1%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bear Training Solutions

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **All Other Public Safety Products and Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 2%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Groves (2% disc to 8% disc)

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Equipment Repair Parts**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire

Section I: Public Safety Supplies and Equipment

Discount (%) off catalog/pricelist for **Public Safety Equipment and Products Maintenance/Warranty Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Breathing Apparatus**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 30%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 3M Scott (30% disc - 33% disc)

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 10%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 HAIX**Alternate 1**Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 3%**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 R&B Fabrications**Alternate 2**Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Bullard (5% disc to 30% disc)

Alternate 3

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Lakeland (5% disc to 25% disc)

Alternate 4

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FireCraft Gloves

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Turnout Gear**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 25%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Lakeland

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Nomex Station Uniforms**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Communication Devices and Systems**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 2%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 David Clark

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **EMS Supplies and Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 2%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 Metro Fire Pricelist (2%-25%)

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Portable Lighting Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 41%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Streamlight (41% disc - 44%)

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for Portable Lighting Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FoxFury (1% disc - 10% disc)

Alternate 2

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for Portable Lighting Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 3%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Super Vac Command Light

3
8

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Vehicle Light Bars, Sirens, and Speakers**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 3%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

FireTech

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Extrication Rescue Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 7%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 Paratech**Alternate 1**Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for Fire Extrication Rescue Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 Super Vac**Alternate 2**Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for Fire Extrication Rescue Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire Pricelist (0%-25%)

4
0

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Lakeland (20% disc - 40%)

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

HAIX

Alternate 2

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 0%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Metro Fire Pricelist (0% - 25%)

4
1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Gas Detection Devices, Cameras, and Systems**. Catalog/Pricelist **MUST be included or proposal will not be considered**.

Total: 2%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

GfG

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for Gas Detection Devices, Cameras, and Systems. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 2%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Teledyne

4
2

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Hose and Nozzles**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

TFT

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Key Hose

Alternate 2

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 3

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for Fire Hose and Nozzles. Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

4
3

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Extinguishers and Fire Fighting Foam**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Perimeter Solutions

Alternate 1

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for Fire Extinguishers and Fire Fighting Foam. Catalog/Pricelist **MUST** be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Johnson Control (5% to 12%)

4
4

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Hose Hydrostatic Testing Services**. Catalog/Pricelist **MUST** be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Fire Fighting Training Materials and Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 5%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 1**Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for Fire Fighting Training Materials and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Alternate 2**Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for Fire Fighting Training Materials and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 3%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Unifire

4
6

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Optical Emergency Traffic Pre-Emption Supplies and Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **All Other Firehouse Equipment and Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 Metro Fire Pricelist (0%-25%)**Alternate 1****Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 Groves (1% disc to 8% disc)**Alternate 2****Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 1%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Arctic

Alternate 3

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Tempest (5% disc to 12%)

Alternate 4

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 20%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Council Tools

Section II: Firehouse Supplies and Equipment

Discount (%) off catalog/pricelist for **Firehouse Equipment Repair Parts**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 Metro Fire Pricelist

4
9**Section II: Firehouse Supplies and Equipment**

Discount (%) off catalog/pricelist for **Firehouse Equipment and Products Safety Maintenance/Warranty Agreements**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 0%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

 Metro Fire Pricelist
5
0**Section III: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Public Safety Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$175.00 Total: \$175.00

5
1**Section III: Installation and Repair Service**

Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Public Safety Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$175.00 Total: \$175.00

Response Total: \$350.00



2022

Fire & Safety

Equipment Repair Parts

Pricelist

All Public Safety Equipment Repair Parts will be offered at the Manufacturer's latest MSRP price schedule with no discount offered.

www.mfas.com

713-692-0911



2022

Fire & Safety

Products Maintenance/Warranty

Pricelist

All product maintenance and warranty will be performed at the Manufacturer's latest published MSRP price and Hourly Labor rate schedule with no discount offered.

www.mfas.com

713-692-0911



2022

Firehouse Equipment Repair Parts Pricelist

All Firehouse Equipment Repair Parts will be offered at the Manufacturer's latest MSRP price schedule with no discount offered.

www.mfas.com

713-692-0911



2022

Firehouse Equipment &
Products Maintenance/Warranty
Pricelist

All product maintenance and warranty will be performed at the Manufacturer's latest published MSRP price and Hourly Labor rate schedule with no discount offered.

www.mfas.com

713-692-0911



2022

Hourly Rate for Installation/Repair of Public Safety Equipment & Products Pricelist

All product installation and repair rate shall be performed at an hourly rate of \$175.00 per hour with no additional discount offered.

www.mfas.com

713-692-0911



2022

Hourly Rate for Installation/Repair of Firehouse Equipment & Products Pricelist

All product installation and repair rate shall be performed at an hourly rate of \$175.00 per hour with no additional discount offered.

www.mfas.com

713-692-0911

City Council Regular Meeting

DEPARTMENT: City Manager's Office

FROM: Justin Scharnhorst, Assistant to the City Manager

MEETING: February 20, 2024

SUBJECT:

Consider approval of a resolution authorizing a \$2,000 sponsorship expense for the Burleson Character Council Luncheon. *(Staff Contact: Justin Scharnhorst, Assistant to the City Manager)*

SUMMARY:

The Burleson Character Council is holding a Character Council Luncheon on Thursday, March 7, 2024. At the request of a councilmember, the item has been placed on the agenda for Council consideration. The gold level sponsorship includes the reservation of two tables with eight seats at each, and other event benefits. Included with this agenda item is a letter from the Burleson Character Council with additional details about the luncheon and organization.

OPTIONS:

- 1) Approve as presented
- 2) Approve with changes
- 3) Deny

RECOMMENDATION:

N/A

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

FISCAL IMPACT:

Amount: \$2,000

Account: 1011301-66100

STAFF CONTACT:

Name: Justin Scharnhorst

Title: Assistant to the City Manager

ischarnhorst@burlesontx.com
817-426-9646



Burleson Character Council

PRESENTED TO THE CITY COUNCIL ON
FEBRUARY 20, 2024

Overview

- The mission of the Burleson Character Council is to promote and recognize good character in Burleson and the surrounding area, to thereby strengthen our citizens, families, and the community. Historically, the Character Council is sponsored by the Burleson Independent School District, Burleson Ministerial Alliance, City of Burleson, and Burleson Chamber of Commerce, who have all joined together to promote and recognize outstanding character in Burleson.

Overview

- Each year, the Character Council recognizes students in Burleson ISD who exhibit good character. The Character Council focuses on the following 4 traits and campuses will nominate students who exhibit one of the following:
 - Kindness: the quality of being friendly, generous, and considerate.
 - Integrity: the quality of being honest and having strong moral principles; moral uprightness.
 - Accountability: the fact or condition of being accountable; responsibility.
 - Courtesy: the showing of politeness in one's attitude and behavior toward others.

Council Action

- Approve the resolution authorizing the sponsorship in the amount of \$2,000
- Deny the resolution

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING A \$2,000 SPONSORSHIP EXPENSE FOR THE BURLESON CHARACTER COUNCIL LUNCHEON.

WHEREAS, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Burleson Character Council is holding a Character Council Luncheon on Thursday, March 7, 2024; and

WHEREAS, sponsorships of the luncheon help defray the cost of the event; and

WHEREAS, sponsorships include table reservations at the luncheon, inclusion in promotional materials, and other benefits.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

Section 1.

The City Council hereby approves the gold level sponsorship of \$2,000 for the 2024 Burleson Character Council Luncheon.

Section 2.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

BURLESON CHARACTER COUNCIL

Burleson Chamber of Commerce

Burleson Independent School District

City of Burleson



Burleson Ministerial Alliance

Spring 2024

The mission of the Burleson Character Council is to promote and recognize good character in Burleson and the surrounding area, to thereby strengthen our citizens, families, and the community. The Character Council is sponsored by the Burleson Independent School District, Burleson Ministerial Alliance, City of Burleson, and Burleson Chamber of Commerce, who have all joined together to promote and recognize outstanding character in Burleson. This is the 24th year the Burleson Character Council will recognize and promote good character in our city.

Each year, the Character Council recognizes students in Burleson ISD who exhibit good character. The Character Council will focus on the following 4 traits and campuses will nominate students who exhibit one of the following:

- Kindness: the quality of being friendly, generous, and considerate.
- Integrity: the quality of being honest and having strong moral principles; moral uprightness.
- Accountability: the fact or condition of being accountable; responsibility.
- Courtesy: the showing of politeness in one's attitude and behavior toward others.

The Byron Black Character Award will be presented to a citizen in the community who has demonstrated outstanding character along with the John Mark Stallings Award, presented to a student who receives special education services, showing outstanding character. At the 2023 luncheon, there were about 300 students, parents, administrators, elected officials, and community members in attendance.

This year's luncheon is Thursday, March 7, at 11:30 a.m. at First Baptist Church, located at 317 W Ellison St.

The entities who support the Character Council contribute toward the cost of the event; however, since we are a small community, this is a challenge. Other expenses include: awards for the student character honorees, awards for the art department for the winners of the table centerpiece contest, food for invited guests, and additional seating.

Sponsorships are available for the luncheon:

- GOLD level - \$1,500 or more: Includes two reserved tables for eight each, recognition in the program and company logo included on program materials, and verbal recognition at the events. Sponsor will be given the opportunity to sponsor the John Mark Stallings award. This award is named in memory of the special needs son of Coach Gene Stallings and is presented to a student with special needs who exhibits outstanding character. This sponsor will present the award at the luncheon.
- SILVER level - \$1,000-\$1,499: Includes one reserved table for eight and recognition in the program and at events.
- BRONZE level - \$500-\$999: Includes four reserved seats at the luncheon and recognition at the event and in the program.

We sincerely appreciate you taking the time to consider this proposal and we look forward to hearing from you.

If you have any questions, please contact Melissa Miller at mmiller@burleson.org.

Thank you,
Jerri McNair

City Council Regular Meeting

DEPARTMENT: Legal Department
FROM: Matt Ribitzki, Senior Deputy City Attorney
MEETING: February 20, 2024

SUBJECT:

Consider approval of a professional services contract with Focused Advocacy in the amount of \$108,000 for legislative consulting services. *(Staff Presenter: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*

SUMMARY:

At the February 5th City Council meeting. Council directed City Staff to bring forward a full service contact for consideration. Per the terms of the agreement, Focused Advocacy will provide the following services:

- a. Represent the City's general interests before the Texas legislature as guided by the City's publicly adopted legislative positions and agenda;
- b. Provide general guidance and assistance to the City to develop a legislative agenda that advances the health, safety, and welfare of the City's citizens;
- c. Develop strategies to gain public for support the City's legislative and regulatory goals;
- d. Develop strategies to advance the City's legislative and regulatory goals within the legislative process;
- e. Work to pass legislation the City deems positive to the public health, safety, or welfare of its citizens, as determined by the City's adopted legislative program, and subject to approval of the City Manager;
- f. Work to defeat legislation the City deems detrimental to the public health, safety, or welfare of its citizens;

- g. Provide the City staff and Council with timely updates regarding the status of pending legislation;
- h. Utilize proprietary software to help the City monitor the progress of legislation that affects the City;
- i. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and the interim);
- j. Assist with the preparation and drafting of legislation and amendments;
- k. Assist with the development and drafting of letters, speeches, and other advocacy materials;
- l. Assist with the preparation of City officials who testify before legislative bodies; and
- m. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings;
- n. As directed, represent the City's interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings.

The contract term is for 12 months, with the option to extend two additional one year periods. The city has the option to cancel the contract with 30 days' written notice.

RECOMMENDATION:

N/A

PRIOR ACTION/INPUT (Council, Boards, Citizens):

At the February 5th City Council meeting. Council directed City Staff to bring forward a full service contract for consideration.

REFERENCE:

N/A

FISCAL IMPACT:

\$108,000
1011002-62040

STAFF CONTACT:

burlesontx.com | 817.426.9611 | 141 W Renfro Street, Burleson, Texas 76028

Name: Matt Ribitzki
Title: Senior Deputy City Attorney
mribitzki@burlesontx.com
817-426-9646



Focused Advocacy – Legislative Consulting Services

PRESENTED TO THE CITY COUNCIL ON
February 5, 2024

Background

- City Council approved a one-year agreement with Focused Advocacy for legislative consulting services on December 14, 2020
- The contract contained two additional twelve-month options to renew
- The city has opted to exercise the renewal option each year since it's inception
- The current agree expired on December 31, 2023
- On February 5th Council directed city staff to bring forward a full service contract

Deliverables

- Focused Advocacy met with staff bi-weekly to update on legislative happenings in the Texas Legislature
- Assisted in prepping city of Burleson staff before testifying before the legislature
- Supplied weekly emails to staff that included the status of various bills and their anticipated progress through the House and Senate
- Provided detailed timeline and updates of city-related bills

Contract Services

- Focused Advocacy has proposed two different services to the city:
 - A continuation of the same level of service they have provided since 2020, which is considered limited in scope. Focused Advocacy is available to answer questions regarding pending legislation, provide information about the nature of the information, and provide the city with weekly briefings related to legislative activity
 - Focused Advocacy has historically presented to the City Council once a year to provide a legislative overview
 - Focused Advocacy also offers a full-scope contract that consists of a proactive level of service that would enhance the city's posture toward legislative initiatives
 - Additionally, they would broker meetings with the city council, executive staff, and legislators
 - Limited service contract - \$49,992 for 12 months
 - Full service contract - \$108,000 for 12 months

Full Service Contract

- Assist the city in developing and implementing its legislative program as it relates to city initiatives
- Represent the City of Burleson's interests before the Texas Legislature
- Monitor legislation on city's behalf
- Provide general guidance on pieces of legislation and how they impact the city
- Other legislative consulting services



Options

- Approve the contract as presented
- Approve the contract with modifications
- Deny the contract

Questions Comments

Matt Ribitzki

Senior Deputy City

Attorney/Director of Legal Services

mribitzki@burlesontx.com



Contract
Full Service Legislative & Regulatory Consulting Services
City of Burleson & Focused Advocacy

This agreement (hereinafter the “**Agreement**”) is made between **Focused Advocacy, LLC** (hereinafter “**FA**”) as located at 3267 Bee Caves Road, Suite 107-72, Austin, Texas 78746, and the **City of Burleson** (hereinafter “the City”) as located at 141 W. Renfro Street Burleson, TX 76028-4296, (together collectively hereinafter the “**Parties**”).

This Agreement is binding between the Parties. The Parties mutually agree to the following terms and conditions:

1. **Term & Effect.** The Term of this Agreement shall be for 12 months from **February 1, 2024, thru January 31, 2025.** The Effective Date of this Agreement is the first day of the Term.
2. **Renewal.** At the mutual agreement of both parties and as evidenced by a written memorandum, this Agreement may be renewed for two (2) additional 12-month periods.
3. **Scope of Services.** The scope of services to be provided by the Consultant during the term of this Agreement is expressly limited to the following:
 - a. Represent the City’s general interests before the Texas legislature as guided by the City’s publicly adopted legislative positions and agenda;
 - b. Provide general guidance and assistance to the City to develop a legislative agenda that advances the health, safety, and welfare of the City’s citizens;
 - c. Develop strategies to gain public for support the City’s legislative and regulatory goals;
 - d. Develop strategies to advance the City’s legislative and regulatory goals within the legislative process;
 - e. Work to pass legislation the City deems positive to the public health, safety, or welfare of its citizens, as determined by the City’s adopted legislative program, and subject to approval of the City Manager;

- f. Work to defeat legislation the City deems detrimental to the public health, safety, or welfare of its citizens;
- g. Provide the City staff and Council with timely updates regarding the status of pending legislation;
- h. Utilize proprietary software to help the City monitor the progress of legislation that affects the City;
- i. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and the interim);
- j. Assist with the preparation and drafting of legislation and amendments;
- k. Assist with the development and drafting of letters, speeches, and other advocacy materials;
- l. Assist with the preparation of City officials who testify before legislative bodies; and
- m. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings;
- n. As directed, represent the City's interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings; and
- o. As directed, engage with state agency staff and personnel to protect, or advance the City's interests during administrative rule-making proceedings.

4. Expansion of Scope of Services.

- a. This Agreement is expressly limited to the scope of services detailed herein.
- b. Any additional services requested by the City will necessitate an amendment to this Agreement with new terms and a new retainer compensation arrangement.

5. Retainer Compensation & Billing.

- a. In consideration for the performance of the services outlined in this Agreement, the City agrees to pay the Consultant nine-thousand dollars and zero cents (\$9,000.0) per-month.
 - b. Monthly invoices will be sent on or around the first day of each month and payable by the 30th day of each month.
 - c. Payment shall either be deposited directly to the bank account provided by the Consultant or otherwise mailed to Focused Advocacy at 3267 Bee Caves Road, Suite 107-72, Austin, Texas 78746.
 - d. Certain services required by this contract and other services as requested from time-to-time by the Client but not described by this contract will be provided by BCS, an affiliate business operation of Focused Advocacy with common ownership.
6. **Contract for Professional Services.** The parties to this Agreement mutually acknowledge and understand that pursuant to Section 252.022(a)(4) of the Texas Local Government Code, a procurement for professional services such as the service contained in this Agreement is exempt from the competitive bid or proposal requirement.
7. **Termination.**
- a. Any termination of this Agreement by the City requires ninety-days (90) written notice effective from the date written notice is delivered to the Consultant. The City is responsible for payment of the retainer through the end of the termination period and the Consultant shall be fully compensated by the City through any early termination date regardless of the appropriation of funds by the City.
 - b. The City may terminate the contract with thirty days (30) written notice if termination is caused by a conflict of interest as governed by Chapter 305, Government Code regarding legislation that cannot be resolved between the City and another client of the Consultant regarding a specific piece of legislation..

8. **Points of Contact.** Unless directed otherwise, the City Manager, or designee shall act as the point of contact for the City and Brandon Aghamalian and Snapper Carr shall act as the point of contact for the Consultant. The Consultant will take its direction and work orders from the City Manager, or designee.

9. **Compliance with Texas Ethics Laws.** The Consultant agrees to comply with all applicable state lobby registration and reporting laws and with all applicable state authorities including the Texas Ethics Commission.

10. Conflicts of Interest.

- a. Should any other client of the Consultant take a position on a piece of legislation that is in opposition to the position of the City or should the Consultant believe that its representation of the City is materially affected by the position taken by another client, the Consultant will comply with all applicable state laws regarding conflicts of interest and will notify in writing the City within two (2) business days from the date the Consultant became aware of the conflict.
- b. The Consultant must obtain written permission from the City to continue its representation.
- c. If the conflict is between the City and any other client of the Consultant that is private sector organization, the Consultant agrees to resolve the conflict in favor of the City.

11. **Consultant Relationship.** It is understood by the parties that the Consultant is an independent contractor for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part-time of Client.

12. Confidentiality.

- a. If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information except in proper performance of this Agreement and as required by law.
- b. It is understood by The Consultant that the materials produced and provided under this Agreement are the property of the City and shall be returned to them upon request.



13. Entire Agreement and Modifications.

- a. This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.
- b. This Agreement may not be modified, rescinded, or terminated orally, and no modification, rescission, termination, or attempted waiver of any provision hereof (including this section) shall be valid unless in writing and signed by both parties.

This contract is accepted and effective as of **February 1, 2024**, as evidenced by the execution hereof and the signatures of the undersigned.

Signature – City of Burleson

A handwritten signature in black ink, appearing to read "BTL", is written over a horizontal line.

Signature – Focused Advocacy

Printed name & title

Brandon Aghamalian, President

Printed name & title

Date

February 14, 2024

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1123899

Date Filed:
02/14/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Focused Advocacy, LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

FA2024
Legislative & Regulatory Consulting Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Aghamalian, Brandon	Austin, TX United States	X	
	Carr, Snapper	Austin, TX United States	X	
	Seidlits, Curt	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is SNAPPER L. CARR, and my date of birth is [REDACTED]
My address is 3267 BEE CAVES Rd Ste 107-72, Austin TX 78746 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of TEXAS, on the 14th day of Feb, 2024.
(month) (year)

Snapper L. Carr
Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Legal

FROM: Jen Basham, Parks and Recreation Director

MEETING: February 20, 2024

SUBJECT:

Consider approval of a receipt for assets in the Estate of Mary Louise Rea Boren, Deceased, acknowledging receipt of the artwork and personal property at Russell Farm. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

SUMMARY:

Mrs. Boren passed away on November 27, 2023. In her will, Mrs. Boren left the City all the pieces of artwork by Charlie Boren and other personal property that are located at Russell Farm. The family is probating Mrs. Boren's estate and has asked the City to execute the receipt as part of the probate process. The City is possession of the artwork and personal property at Russell Farm.

RECOMMENDATION:

Staff recommends approving the receipt of assets.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None.

REFERENCE:

None.

FISCAL IMPACT:

None.

STAFF CONTACT:

Jen Basham
Director of Parks and Recreation
jbasham@burlesontx.com
817-426-9201



RUSSELL FARM ART CENTER:

Probate Receipt for Assets

CITY COUNCIL: FEBRUARY 20, 2024

STAFF PRESENTER: JEN BASHAM

BACKGROUND:

- ***Russell Farm Art Center*** is a 30-acre historic park. The Farm features several historic facilities, contemporary art items, a community garden, and a variety of recreation programs.
- Mrs. Boren passed away on November 27, 2023. In her last will and testament, Mrs. Boren left the City all the pieces of artwork by Charlie Boren and personal property at Russell Farm.
- The artwork and personal property are already housed at Russell Farm.
- The family has asked that the City execute a receipt of assets for the probate of Mrs. Boren's estate.



OPTIONS

- ***Approve*** the receipt of assets
 - ***Staff Recommendation***
- ***Approve*** the receipt of assets ***with changes***
- ***Deny*** the receipt of assets



QUESTIONS AND FEEDBACK



No. CC-P202325593

IN THE ESTATE OF

MARY LOUISE REA BOREN

DECEASED

§
§
§
§

IN THE COUNTY COURT

AT LAW NO. 2

JOHNSON COUNTY, TEXAS

RECEIPT FOR ASSETS FROM APPLICANT

I, _____, a duly authorized representative of the City of Burleson, which is a Devisee of the Will of Mary Louise Rea Boren, Deceased, acknowledge receipt of all property belonging to this Estate which was in the hands of Charlsa Boren Bentley, the Applicant, and to which the City of Burleson is entitled.

DATED this ____ day of _____, 2024.

By: _____

STATE OF TEXAS

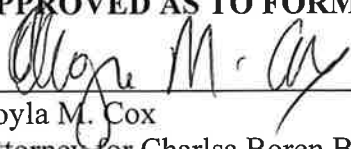
COUNTY OF _____

§
§

This instrument was acknowledged before me on the ____ day of _____, 2024, by the said _____, in their capacity as _____ for the City of Burleson, to certify which, witness my hand and seal of office.

Notary Public, State of Texas

APPROVED AS TO FORM:



Royle M. Cox
Attorney for Charlsa Boren Bentley
State Bar No.: 04956350
228 NE Wilshire Blvd, Ste D
Burleson, TX 76028
Telephone: (817) 295-1345
Facsimile: (817) 295-7654
E-mail: roylacoxassociates@sbcglobal.net

Last Will and Testament

of

MARY LOUISE REA BOREN

F. As a special bequest, I hereby give, devise and bequeath all pieces of artwork by Charlie Boren and other items of personal property that are located at Russell Farm Art Center, also known as Russell Farm, to the City of Burleson, subject to the following stipulations and restrictions, to-wit:

1. No piece of such artwork or personal property is ever to be sold; and
 2. All pieces of such artwork and personal property are to remain at Russell Farm.
-

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: February 20, 2024

SUBJECT:

ETJ Release Petition for 1717 CR 529 (Case 24-013): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 5.08 acres of land addressed as 1717 CR 529. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On January 18, 2024, a petition was submitted by [REDACTED] (owner) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 5.08 acres of land addressed as [REDACTED] as shown on the attached Exhibit A.

RECOMMENDATION:

Deny ETJ Release Petition.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None.

REFERENCE:

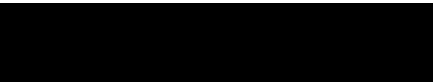
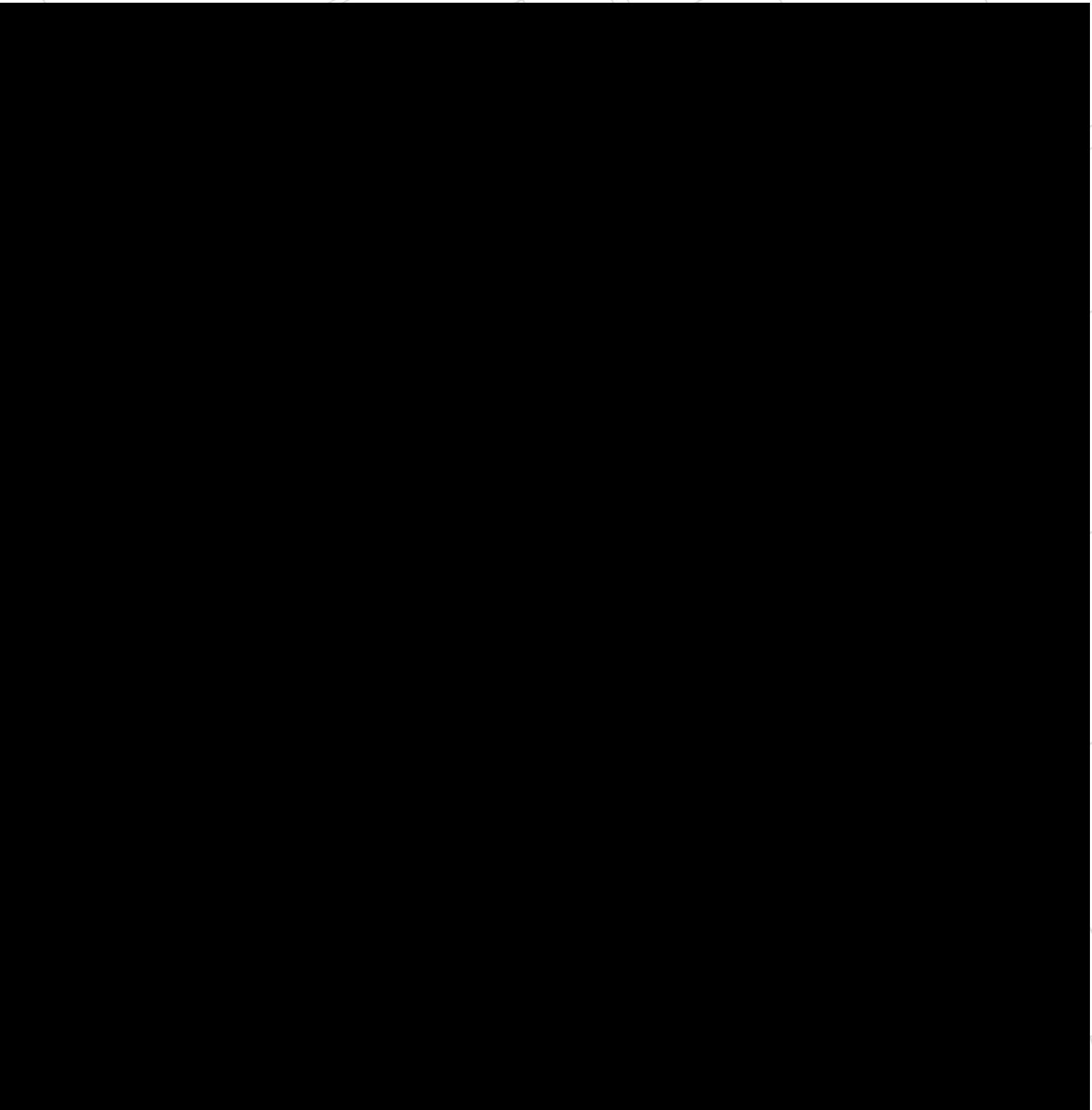
[88\(R\) SB 2038 - Senate Committee Report version - Bill Text \(texas.gov\)](#)

FISCAL IMPACT:

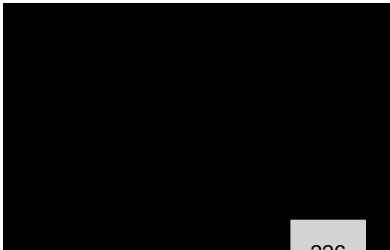
None

STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9684



ETJ Release Petition
Case 24-013



Vicinity Map

THE CITY OF
BURLESON
TEXAS

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER

Applicant or Authorized Agent		Owner	
Name:	[REDACTED]	Name:	[REDACTED]
Company:	[REDACTED]	Company:	[REDACTED]
Address:	[REDACTED]	Address:	[REDACTED]
Telephone:	[REDACTED]	Telephone:	[REDACTED]
Email:	[REDACTED]	Email:	[REDACTED]
Signature:	[Signature]	Signature:	[Signature]

SITE INFORMATION

Number of properties within the area to be released:	[REDACTED]
General location or address of area to be released:	[REDACTED]
Total Acres to be released:	5.09
County of Request	Johnson

REQUIRED ITEMS FOR PETITION (Applicant must initial next to each item)

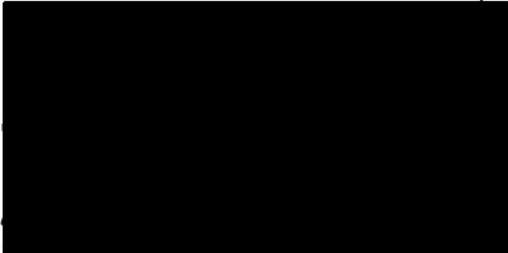
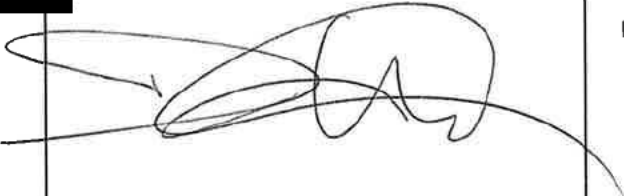
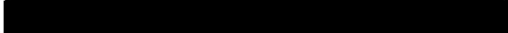
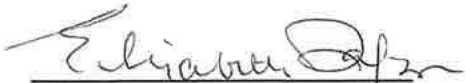
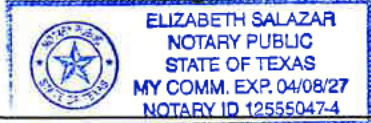
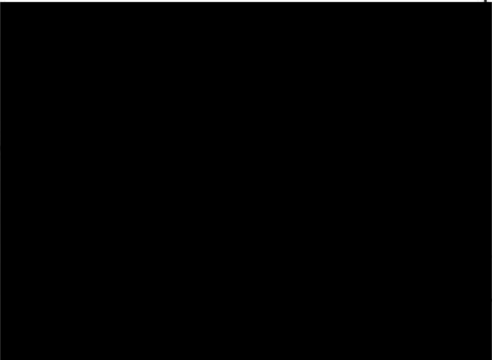
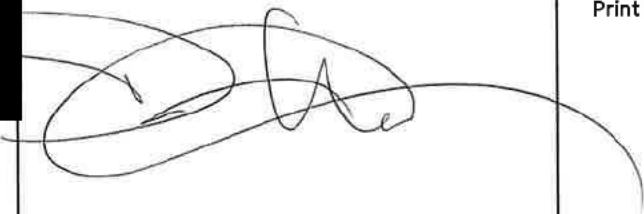


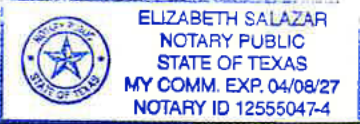
Attached	Completed Application
✓	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
✓	Signed "Release from ETJ Petition" (see next page) 50% of all owners within the area to be released must provide a NOTARIZED signature
N/A	If property is owned by an entity, estate, trust, etc. -- provide proof of authority to sign on behalf of the entity, estate, trust, etc.
N/A	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
	<p>Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson.</p> <p>Owners signature required: [Signature]</p>

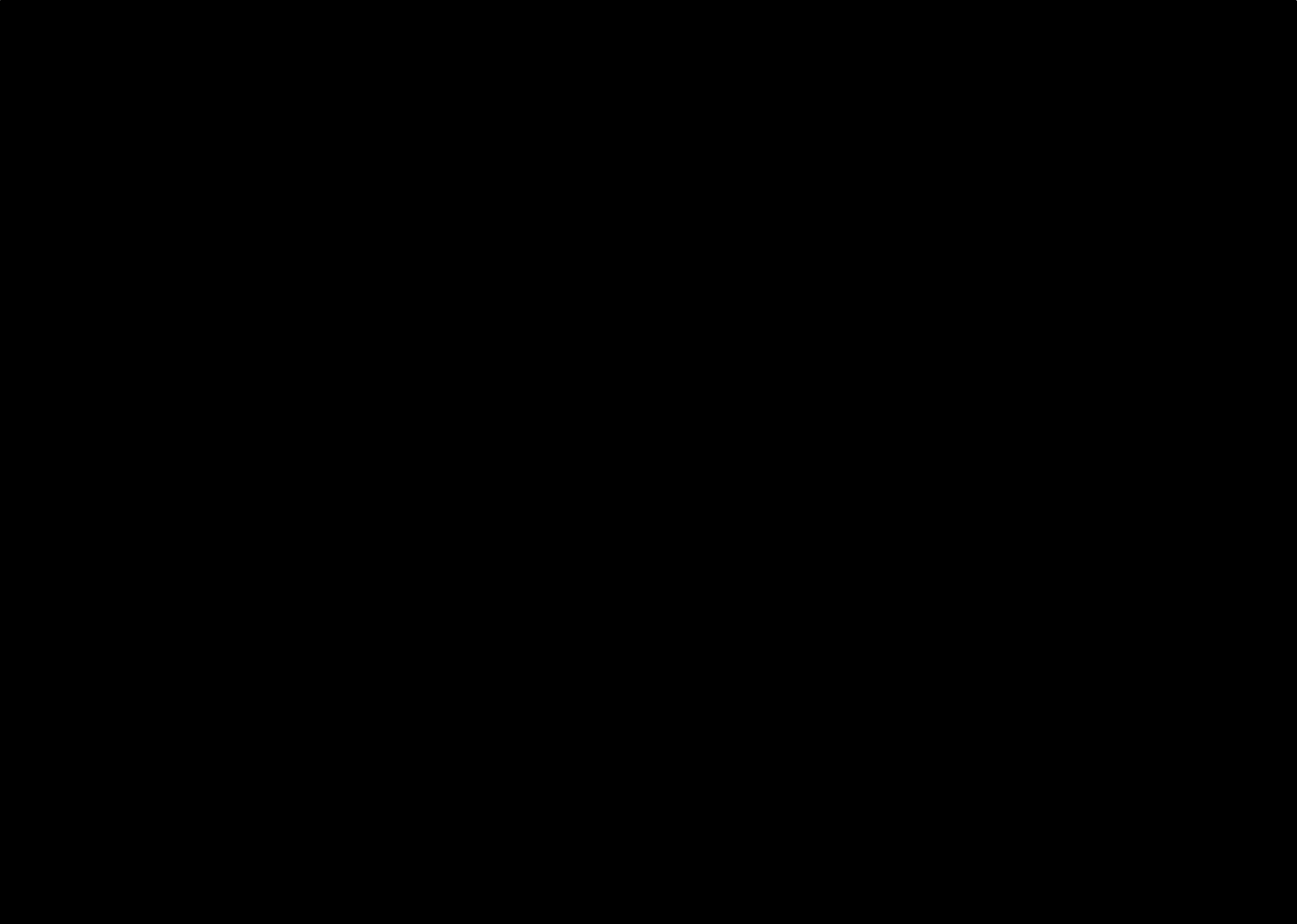
Received by
City Secretary's Office

JAN 18 2024

CITY OF BURLESON RELEASE FROM ETJ PETITION

By signing this petition, I hereby request to be removed from the City of Burleson Extraterritorial Jurisdiction (ETJ). I hereby affirm that I am the legal owner of the property identified below (attach additional pages as required).

Tax ID # and Physical Address	Property Owners Signature	Notary
		<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>1-18-2024</u> By  Print name of signer(s)  Notary Signature </p>
		<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>1-18-2024</u> By  Print name of signer(s)  Notary Signature </p>



City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: February 20, 2024

SUBJECT:

ETJ Release Petition for Lot 3, Block 1, Three Sisters Estates (Case 24-014): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 32.500 acres of land addressed as 700 Private Access 80505. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On January 19, 2024, a petition was submitted by Rhonda Scott (owner) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 32.500 acres of land known as Lot 3, Block 1, Three Sisters Estates, as shown on the attached Exhibit A.

RECOMMENDATION:

Deny ETJ Release Petition.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None.

REFERENCE:

[88\(R\) SB 2038 - Senate Committee Report version - Bill Text \(texas.gov\)](#)

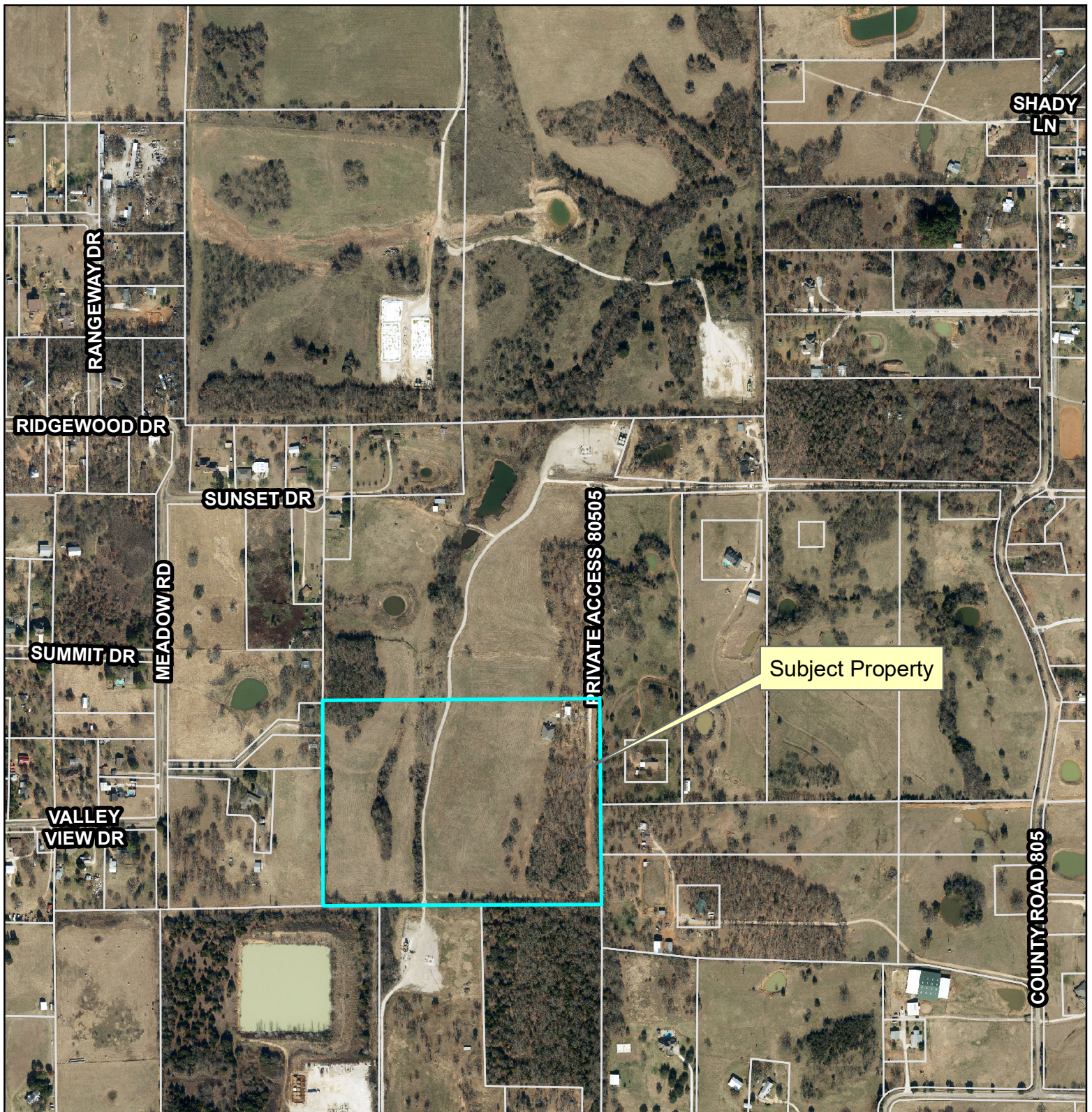
FISCAL IMPACT:

None

STAFF CONTACT:

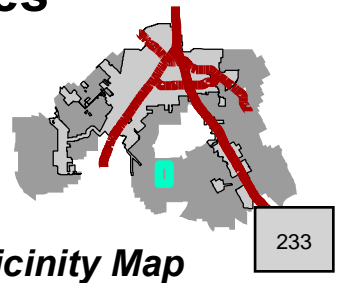
Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com

817-426-9684



**Lot 3, Block 1, Three Sisters Estates
ETJ Release Petition
Case 24-014**

THE CITY OF
BURLESON
TEXAS



Vicinity Map



Received by
City Secretary's Office

JAN 19 2024

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name:	Name: <i>Rhonda Scott</i>
Company::	Company:
Address::	Address:: <i>700 Private Access 80505</i> <i>Joshua, TX 76058</i>
Telephone:	Telephone: <i>817-992-5811</i>
Email:	Email: <i>Rhonda@SewFunBuilds.com</i>
Signature:	Signature: <i>Rhonda Scott</i>

SITE INFORMATION

Number of properties within the area to be released:	<i>1</i>
General location or address of area to be released:	<i>700 Private Access 80505</i>
Total Acres to be released:	<i>32.5</i>
County of Request	<i>Johnson</i>

REQUIRED ITEMS FOR PETITION (Applicant must initial next to each item)

<i>RS</i>	Completed Application
<i>RS</i>	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
<i>RS</i>	Signed "Release from ETJ Petition" (see next page) 50% of all owners within the area to be released must provide a NOTARIZED signature
<i>RS</i>	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
<i>RS</i>	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
	Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson. Owners signature required: <i>Rhonda Scott</i>

CITY OF BURLESON RELEASE FROM ETJ PETITION

By signing this petition, I hereby request to be removed from the City of Burleson Extraterritorial Jurisdiction (ETJ). I hereby affirm that I am the legal owner of the property identified below (attach additional pages as required).

Tax ID # and Physical Address	Property Owners Signature	Notary
<p>700 Private Access 80505 Joshua, TX 76058 461-11-3100</p>	<p><i>Rhonda E. Scott</i></p>	<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>January 11, 2024</u> By <u>Rhonda E. Scott</u> Print name of signer(s) <div data-bbox="712 1115 862 1535" data-label="Image"> </div> <p><i>Jessie Dawn Jensen</i> Notary Signature State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s) _____ Notary Signature</p> </p>

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Development Services Director

MEETING: February 20, 2024

SUBJECT:

ETJ Release Petition for Lot 2, Block 1, Three Sisters Estates (Case 24-015): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 38.789 acres of land addressed as 500 Private Access 80505. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On January 19, 2024, a petition was submitted by Jerry & Rebecca Stringer (owners) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 38.789 acres of land known as Lot 2, Block 1, Three Sisters Estates, as shown on the attached Exhibit A.

RECOMMENDATION:

Deny ETJ Release Petition.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None.

REFERENCE:

[88\(R\) SB 2038 - Senate Committee Report version - Bill Text \(texas.gov\)](#)

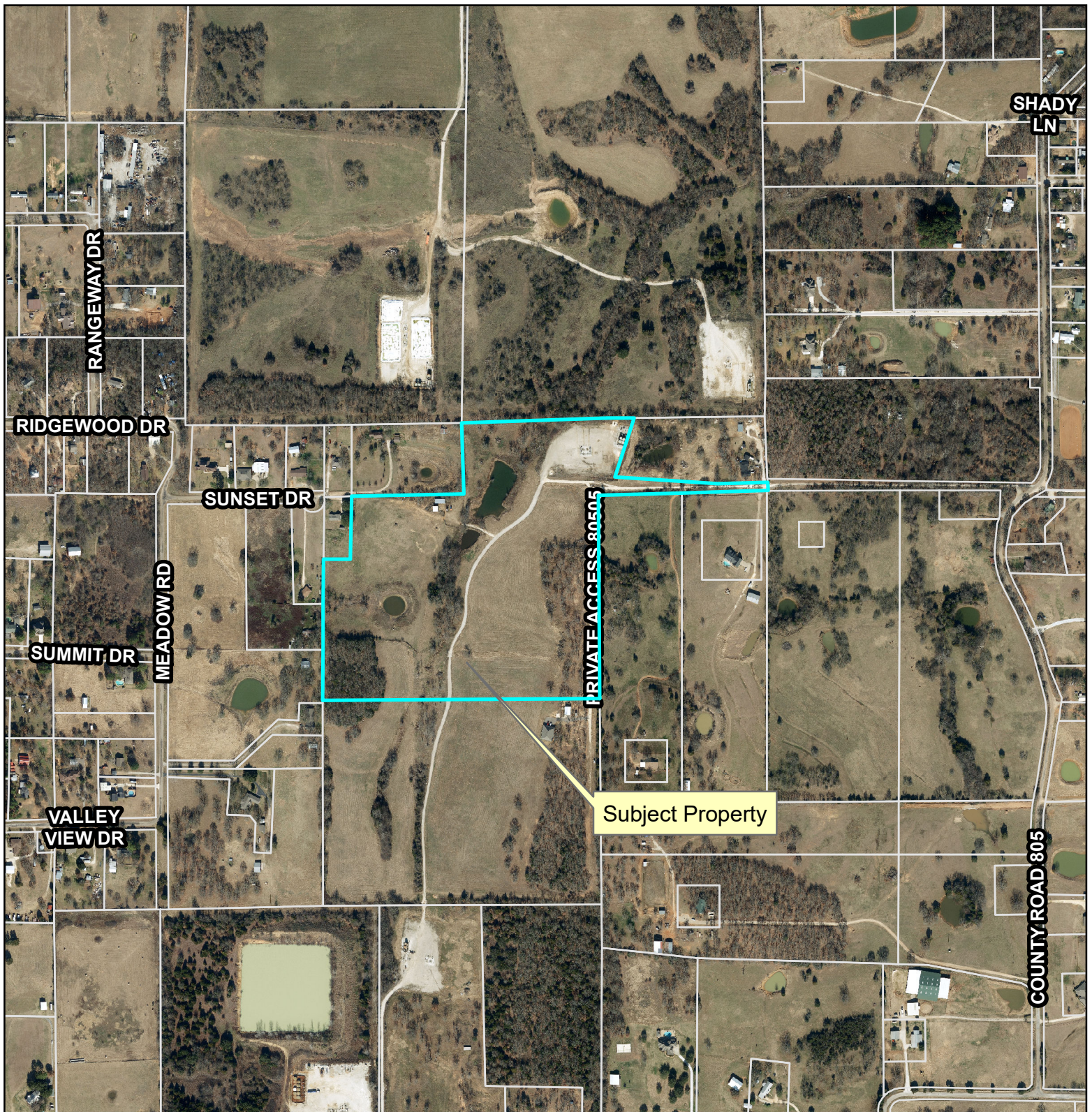
FISCAL IMPACT:

None

STAFF CONTACT:

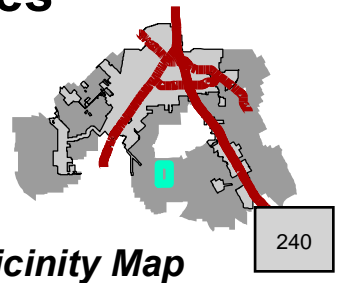
Tony McIlwain
Development Services Director

tmcilwain@burlesontx.com
817-426-9684



**Lot 2, Block 1, Three Sisters Estates
ETJ Release Petition
Case 24-015**

THE CITY OF
BURLESON
TEXAS



Vicinity Map

JAN 19 2024

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name:	Name: <u>Jerry D + Rebecca L Stringer</u>
Company::	Company:
Address::	Address:: <u>500 Private Access 80505 Joshua, Tx 76058</u>
Telephone:	Telephone: <u>817 521 5383 817 360 9433</u>
Email:	Email: <u>jds@jerrystringer.net</u>
Signature:	Signature: <u>[Signature] Rebecca L Stringer</u>

SITE INFORMATION

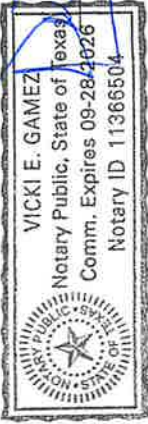
Number of properties within the area to be released:	
General location or address of area to be released:	<u>500 Private Access 80505 Joshua</u>
Total Acres to be released:	<u>approx 39 acres</u>
County of Request	<u>Johnson</u>

REQUIRED ITEMS FOR PETITION (Applicant must initial next to each item)

<u>JDS RLJ</u>	Completed Application
<u>JDS RLJ</u>	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
<u>JDS RLJ</u>	Signed "Release from ETJ Petition" (see next page)
<u>JDS RLJ</u>	50% of all owners within the area to be released must provide a NOTARIZED signature
<u>JDS RLJ</u>	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
<u>JDS RLJ</u>	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
	<p>Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson.</p> <p>Owners signature required: <u>[Signature] Rebecca L Stringer</u></p>


CITY OF BURLESON RELEASE FROM ETJ PETITION

By signing this petition, I hereby request to be removed from the City of Burleson Extraterritorial Jurisdiction (ETJ). I hereby affirm that I am the legal owner of the property identified below (attach additional pages as required).

Tax ID # and Physical Address	Property Owners Signature	Notary
<p>126336601020 500 Private Access 80505 Joshua, Tx 76058 L2 B1 Three Sisters Estates</p>	<p>Rebecca L Stinger</p>	<p>State of <u>Texas</u> County of <u>Duncan</u> The instrument was signed or acknowledged before me on <u>1-19-2024</u> By <u>Rebecca L Stinger + Greg D Stinger</u> Print name of signer(s)  Notary Signature</p>
		<p>State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s) _____ Notary Signature</p>

500 Private Access 80505, Joshua, TX 76058-4882, Johnson County

APN: 126-3366-01020 CLIP: 1039295441

	Beds N/A	Full Baths N/A	Half Baths N/A	Sale Price N/A	Sale Date N/A
	Bldg Sq Ft N/A	Lot Sq Ft 1,646,089	Yr Built N/A	Type FARMS	

OWNER INFORMATION

Owner Name	Stringer Jerry	Tax Billing Zip	76028
Owner Name 2	Stringer Becky	Tax Billing Zip+4	2166
Tax Billing Address	9300 Pecantree Ct	Owner Occupied	No
Tax Billing City & State	Burleson, TX	Ownership Right Vesting	Living Trust

LOCATION INFORMATION

Location City	Joshua	MLS Sub Area	5
School District	Joshua ISD	Census Tract	1302.10
School District Code	10	Carrier Route	R003
Subdivision	Three Sisters Estates	Within 250 Feet of Multiple Flood Zone	No
MLS Area (Tax)	38		

TAX INFORMATION

Tax ID	126-3366-01020	Exemption(s)	Agricultural
Alternate Tax ID	R000100941	Lot	2
Parcel ID	126336601020	Block	1
Legal Description	LOT 2 BLK 1 THREE SISTERS EST ATES 126.3366.01021 HS		

ASSESSMENT & TAX

Assessment Year	2023	2022	2021
Assessed Value - Total	\$35,777	\$5,081	\$5,508
YOY Assessed Change (\$)	\$30,696	-\$427	
YOY Assessed Change (%)	604.13%	-7.75%	
Market Value - Total	\$453,837	\$230,795	\$230,795
Market Value - Land	\$423,237	\$230,795	\$230,795
Market Value - Improved	\$30,600		
Tax Year	Total Tax	Change (\$)	Change (%)
2021	\$100		
2022	\$91	-\$9	-8.88%
2023	\$563	\$472	516.72%
Jurisdiction	Tax Amount	Tax Type	Tax Rate
Joshua ISD	\$388.97	Actual	1.0872
Johnson County	\$119.85	Actual	.335
Hill College Jos	\$17.21	Actual	.04809
Lateral Road	\$17.89	Actual	.05
Johnson Co Esd#1	\$19.39	Actual	.0542
Total Estimated Tax Rate			1.5745

CHARACTERISTICS

Land Use - Corelogic	Farms	Estimated Lot Acres	37.789
Land Use - State	Real Prop-Farm & Ranch Imprv	Estimated Lot Sq Ft	1,646,089

SELL SCORE

Value As Of	2023-12-31 04:43:56
-------------	---------------------

LAST MARKET SALE & SALES HISTORY

Recording Date	07/23/2019
Nominal	Y
Buyer Name	Stringer Jerry & Becky L/Tr
Seller Name	Stringer Rebecca

Document Number
Document Type

18995
Special Warranty Deed

OWNER TRANSFER INFORMATION

Recording Date 07/23/2019
Settle Date 07/18/2019
Deed Type Special Warranty Deed

Document # 18995
Owner Name Stringer Jerry

PROPERTY MAP



Google

*Lot Dimensions are Estimated

200 yards
Map data ©2024



Google

200 yards
Map data ©2024

500 Private Access 80505, Joshua, TX 76058-4882, Johnson County

APN: 126-3366-01021 CLIP: 1008243250

	Beds	Full Baths	Half Baths	Sale Price	Sale Date
	N/A	N/A	N/A	N/A	N/A
	Bldg Sq Ft	Lot Sq Ft	Yr Built	Type	
	N/A	43,560	N/A	FARMS	

OWNER INFORMATION

Owner Name	Stringer Jerry	Tax Billing Zip	76028
Owner Name 2	Stringer Becky	Tax Billing Zip+4	2166
Tax Billing Address	9300 Pecantree Ct	Owner Occupied	No
Tax Billing City & State	Burleson, TX	Ownership Right Vesting	Living Trust

LOCATION INFORMATION

Location City	Joshua	Census Tract	1302.10
School District	Joshua ISD	Carrier Route	R003
School District Code	10	Within 250 Feet of Multiple Flood Zone	No

TAX INFORMATION

Tax ID	126-3366-01021	% Improved	96%
Alternate Tax ID	R000116021	Lot	2pt
Parcel ID	126336601021	Block	1
Legal Description	LOT 2PT BLK 1 THREE SISTERS E STATES 126.3366.01020 AG		

ASSESSMENT & TAX

Assessment Year	2023
Assessed Value - Total	\$430,498
Assessed Value - Land	\$16,000
Assessed Value - Improved	\$414,498
Market Value - Total	\$430,498
Market Value - Land	\$16,000
Market Value - Improved	\$414,498

Tax Year	Total Tax
2023	\$6,778

Jurisdiction	Tax Amount	Tax Type	Tax Rate
Joshua ISD	\$4,680.37	Actual	1.0872
Johnson County	\$1,442.17	Actual	.335
Hill College Jos	\$207.03	Actual	.04809
Lateral Road	\$215.25	Actual	.05
Johnson Co Esd#1	\$233.33	Actual	.0542
Total Estimated Tax Rate			1.5745

CHARACTERISTICS

Land Use - Corelogic	Farms	Estimated Lot Acres	1
Land Use - State	Farm-Rnch-Res Imp On Rur Land	Estimated Lot Sq Ft	43,560

SELL SCORE

Value As Of	2023-12-31 04:43:56
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OWNER TRANSFER INFORMATION

Owner Name	Stringer Jerry
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Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

SPECIAL WARRANTY DEED

Date: July 18, 2019

Grantor: Rebecca Stringer, an individual

Grantor's Mailing Address: 9300 Pecan Tree Ct, Burleson, Tx 760288

Grantee: Jerry Don Stringer and Becky Stringer, Trustees under the Jerry and Becky Stringer Living Trust dated February 8, 2019

Grantee's Mailing Address: 9300 Pecan Tree Ct, Burleson, Tx 76028

Consideration: TEN AND NO/HUNDREDTHS (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

All of Grantor's interest in that one certain lot, tract, or parcel of land, together with all improvements thereon and personal property located therein, the same being described as Lot 2, Three Sisters Estates, an Addition in Johnson County, Texas, according to the plat thereof recorded in the Plat Records, Johnson County, Texas, the same being otherwise located at 500 Sisters Lane, Joshua, Johnson County, Texas 76058;

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Grantor, for the Consideration specified herein, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

For the same Consideration, Grantor sells, transfers, and delivers all Personal Property located in or on the Property to Grantee and warrants and agrees to defend title to the Personal Property to Grantee and Grantee's successors and assigns against all lawful claims. Title in the Personal Property passes at the time this deed is delivered.

THE PERSONAL PROPERTY TRANSFERRED TO GRANTEE IS SOLD, TRANSFERRED, AND DELIVERED "AS IS" AND "WITH ALL FAULTS"; FURTHER, GRANTOR EXCLUDES ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE.

When the context requires, singular nouns and pronouns include the plural.

Rebecca L "Becky" Stringer
Rebecca Stringer, Grantor

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on July 18, 2019 by Rebecca Stringer.



Joseph W. Breshears
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
Mr. and Mrs. Stringer
9300 Pecan Tree Ct
Burleson, Tx 76028

PREPARED BY:
Breshears Law
5049 Edwards Ranch Rd, Suite 400
Fort Worth, TX 76109

CERTIFICATE OF TRUST

Jerry Don Stringer and Becky Stringer being first duly sworn upon oath, depose and say:

1. Affiants are the Trustees of the Stringer Family Living Trust and as such have the authority to execute this Certificate.
2. This Certificate of Trust relates to the Stringer Family Living Trust dated this 8th day of February, 2019.
3. The Grantors of the Stringer Family Living Trust are Jerry Don Stringer and Becky Stringer.
4. The social security number of the Grantors shall be used as the Taxpayer Identification number for the Stringer Family Living Trust. That number is 449-08-0474.
5. The names and addresses of the currently serving Co-Trustees of the Stringer Family Living Trust are:

Jerry Don Stringer, 9300 Pecan Tree Ct, Burleson, Texas 76028
Becky Stringer, 9300 Pecan Tree Ct, Burleson, Texas 76028

No other trustee or individual or entity is required to execute any document for the Trust. The signature of a majority of trustees is required for any action taken on behalf of the Trust, except that a Grantor serving as trustee may act alone.

6. The Stringer Family Living Trust is a revocable trust. The following parties have the power to revoke said trust:

Jerry Don Stringer, 9300 Pecan Tree Ct, Burleson, Texas 76028
Becky Stringer, 9300 Pecan Tree Ct, Burleson, Texas 76028

7. Selected provisions of the Trust, including the pages naming the Initial Trustees creating the Trust, relevant Trustee powers, a statement of revocability of the Trust, the designation of Successor Trustees, and a copy of the signature pages, may be attached to this Certificate or are available upon request.
8. Pursuant to the terms of the Trust Agreement, any person may rely upon this Certificate of Trust as evidence of the existence of said Trust, and is relieved of any obligation to verify that any transaction entered into by a Trustee or Successor Trustee thereunder is consistent with the terms and conditions of said Trust Agreement.
9. The proper manner for taking title to Trust property is:

Jerry Don Stringer and Becky Stringer, Trustees of the Stringer Family Living Trust dated February 8, 2019.



City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Development Services Director

MEETING: February 20, 2024

SUBJECT:

ETJ Release Petition for 1701 W Bethesda Rd (Case 24-018): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 5.4 acres of land addressed as 1701 W Bethesda Rd. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On January 24, 2024, a petition was submitted by Shawn & Julie Becker (owners) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 5.4 acres of land addressed as 1701 W Bethesda Rd, as shown on the attached Exhibit A.

RECOMMENDATION:

Deny ETJ Release Petition.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None.

REFERENCE:

[88\(R\) SB 2038 - Senate Committee Report version - Bill Text \(texas.gov\)](#)

FISCAL IMPACT:

None

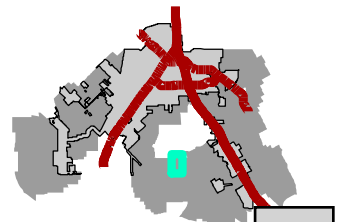
STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9684



THE CITY OF
BURLESON
TEXAS

**1701 W Bethesda Rd
ETJ Release Petition
Case 24-018**



Vicinity Map

254

THE CITY OF
BURLESON
TEXAS

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: <u>SHAWN A. BECKER</u>	Name: <u>JULIE E. BECKER</u>
Company:	Company:
Address: <u>1701 W. Bethesda</u> <u>Burleson TX 76028</u>	Address: <u>5003 Wagon Wheel Rd</u> <u>TIOSHA TX 76058</u>
Telephone: <u>682-230 4834</u>	Telephone: <u>682 478 83 47</u>
Email: <u>BECKER16123@MSN.COM</u>	Email: <u>BECKER16123@MSN.COM</u>
Signature: <u>Shawn A. Becker</u>	Signature: <u>Julie E. Becker</u>

SITE INFORMATION

Number of properties within the area to be released:	<u>1</u>
General location or address of area to be released:	<u>1701 W. Bethesda</u>
Total Acres to be released:	<u>5.4 ACRES</u>
County of Request	<u>Tolson</u>

REQUIRED ITEMS FOR PETITION (Applicant must initial next to each item)

<input checked="" type="checkbox"/>	Completed Application
<input type="checkbox"/>	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
<input type="checkbox"/>	Signed "Release from ETJ Petition" (see next page) 50% of all owners within the area to be released must provide a NOTARIZED signature
<input type="checkbox"/>	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
<input type="checkbox"/>	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
<input type="checkbox"/>	Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson.
	Owners signature required: <u>Shawn A. Becker</u>

Received by
City Secretary's Office

JAN 24 2024

CITY OF BURLESON RELEASE FROM ETJ PETITION

By signing this petition, I hereby request to be removed from the City of Burleson Extraterritorial Jurisdiction (ETJ). I hereby affirm that I am the legal owner of the property identified below (attach additional pages as required).

Tax ID # and Physical Address	Property Owners Signature	Notary
126-0717-00030 1701 W. Bethesda Burleson, TX 76028	<i>Shawn A. Becker</i>	<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>October 31, 2023</u> By <u>Shawn Becker</u> Print name of signer(s) <div data-bbox="803 525 954 924" data-label="Image"> </div> <i>Daniel Carfa</i> Notary Signature </p>
126-0717-00030 1701 W. Bethesda Burleson TX 76028	<i>Julie E. Becker</i>	<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>October 31, 2023</u> By <u>Julie Becker</u> Print name of signer(s) <div data-bbox="1372 525 1534 924" data-label="Image"> </div> <i>Daniel Carfa</i> Notary Signature </p>

PREPARED BY:

JULIE E. BECKER
5003 WAGON WHEEL RD
JOSHUA, TX 76058

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

SHAWN A BECKER
5003 WAGON WHEEL RD
JOSHUA, TX 76058

MAIL TAX STATEMENTS TO:

SHAWN A BECKER
5003 WAGON WHEEL RD
JOSHUA, TX 76058

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS GENERAL WARRANTY DEED, made and entered into on the 9 day of Sept, 20 16, between WAYNE L. FERNANDES, a single person, whose address is 1701 W BETHESDA, BURLESON, Texas 76028 ("Grantor"), and SHAWN A BECKER, whose address is 5003 WAGON WHEEL RD, JOSHUA, Texas 76058, and JULIE E. BECKER, whose address is 5003 WAGON WHEEL RD, JOSHUA, Texas 76058, a married couple ("Grantees").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby Grants, Bargains, Sells, and Conveys with general warranty covenants to Grantees, as Joint Tenants with Right of Survivorship, the property located in JOHNSON County, Texas, described as:

ABST 717 TR 8 E B RAY

SUBJECT TO all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

Subject to existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record the Grantor hereby covenants with the Grantees that the Grantor is lawfully seized in fee simple of the above granted premises and has good right to sell and convey the same, and that the Grantor, Grantor's heirs, executors and administrators shall warrant and defend the title unto the Grantees, Grantees' heirs and assigns against all lawful claims whatsoever.

Tax/Parcel ID Number: 126-0717-00030

IN WITNESS WHEREOF the Grantor has executed this deed on the 9 day of September, 2016.

9-9-16

Date

Wayne Fernandes

WAYNE L. FERNANDES, Grantor

State of Texas

County of Johnson

Before me, Rocio Moreno on this day personally appeared Wayne Fernandes known to me, or proved to me on the oath of TX DL, or through description of identity card or other document to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 9 day of September, 2016.

(Personalized Seal)

Rocio Moreno

Notary's Public Signature

My Commission expires:

May 5, 2018



IN WITNESS WHEREOF the Grantees have executed this deed on the 9 day of September, 2016.

9.9.16
Date

Shawn A Becker
SHAWN A BECKER, Grantee

9.9.16
Date

Julie E. Becker
JULIE E. BECKER, Grantee

State of Texas
County of Johnson

Before me, Rocio Moreno on this day personally appeared Shawn & Julie Becker known to me, or proved to me on the oath of ID, or through description of identity card or other document to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 9 day of September, 2016.

(Personalized Seal)

Rocio Moreno
Notary's Public Signature

My Commission expires: May 5, 2018



REAL RECORDS

Vol. 1064

USLife
TitleCHILDRESS and RECER
ENGINEERING and SURVEYINGROBERT T. CHILDRESS, JR.
Registered Professional EngineerCLIFFORD E. RECER
Registered Public Surveyor

560

140 RIDGEWAY,
CLEBURNE, TEXAS 76031PHONE
817-645-9661FIELD NOTES MADE FOR DALE JOHNSTON
5.4 ACRE TRACT

BEING a part of a 192.65 acre tract as conveyed by W. A. Kelly et ux to T. L. Jones et ux by deed recorded in Volume 462, Page 455, Deed Records of Johnson County, Texas, and being a part of the E. B. Ray Survey, Patent 164, Volume 19, Johnson County, Texas.

BEGINNING at a 1/2 inch steel pin being in a County Road and being West, 1587.9 feet and South, 1891.0 feet from the Northeast corner of the above mentioned 192.65 acre tract;

THENCE South 24 degrees and 30 minutes East, 513.7 feet to a steel pin under fence;

THENCE along the fence as follows:

South 57 degrees and 30 minutes West, 274.1 feet;
South 61 degrees and 43 minutes West, 226.9 feet;
South 45 degrees and 02 minutes West, 76.2 feet;

THENCE North 24 degrees and 30 minutes West, 321.9 feet to a point in a County Road;

THENCE North 40 degrees and 04 minutes East, along a County Road, 350.5 feet to a 1/2 inch steel pin for corner;

THENCE North 39 degrees and 54 minutes East, 280.2 feet to the place of beginning and containing 5.4 acres of land, more or less.

I, C. E. Recer, Registered Public Surveyor, No. 1334, do hereby certify that the above survey was actually made on the ground during April, 1971, and that all corners, lines, and marks of same are true and correctly described and set forth in the foregoing field notes.

C. E. Recer

C. E. Recer
Registered Public Surveyor
No. 1334



HIST

Page 1

Johnson County
Becky Ivey
County Clerk
Cleburne 76033



70 2016 00022121

Instrument Number: 2016-22121

As

Recorded On: September 09, 2016

Warranty Deed

Parties:

To

Billable Pages: 4

Number of Pages: 5

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Warranty Deed	38.00
Total Recording:	38.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2016-22121

Receipt Number: 73487

Recorded Date/Time: September 09, 2016 02:45:05P

User / Station: L Shuler - CCL83

Record and Return To:

SHAWN A BECKER

5003 WAGON WHEEL RD

JOSHUA TX 76058



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of
color race is invalid and unenforceable under Federal law.

Becky Ivey
BECKY IVEY, COUNTY CLERK
JOHNSON COUNTY, TEXAS

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: February 20, 2024

SUBJECT:

ETJ Release Petition for 2520 FM 731 (Case 24-019): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 5.01 acres of land addressed as 2520 FM 731. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On January 24, 2024, a petition was submitted by Donald Collins (owner) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 5.01 acres of land addressed as 2520 FM 731, as shown on the attached Exhibit A.

RECOMMENDATION:

Deny ETJ Release Petition.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None.

REFERENCE:

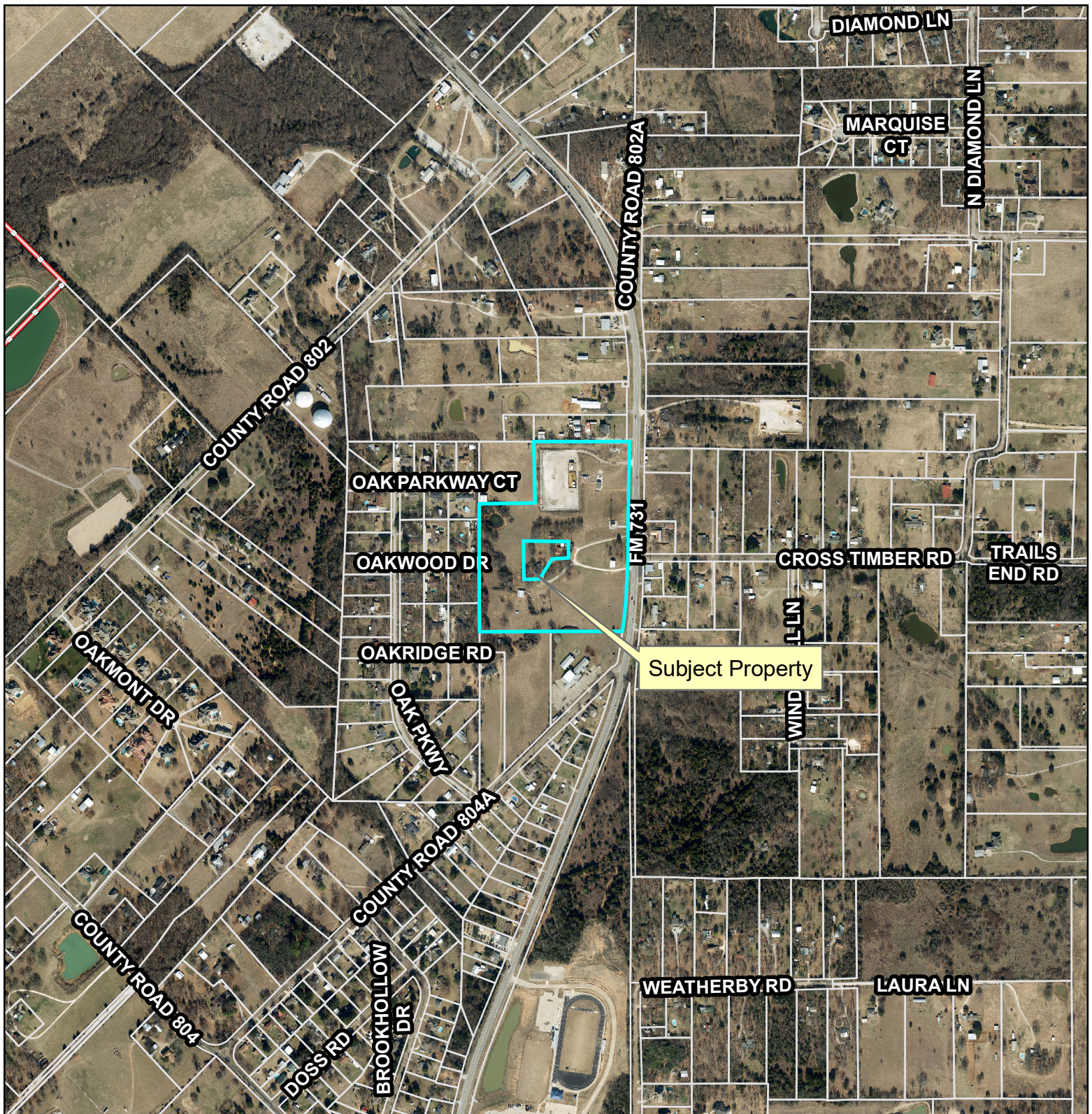
[88\(R\) SB 2038 - Senate Committee Report version - Bill Text \(texas.gov\)](#)

FISCAL IMPACT:

None

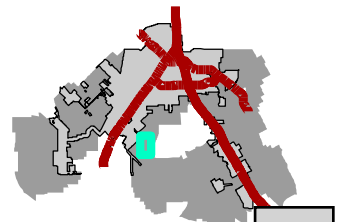
STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9684



THE CITY OF
BURLESON
TEXAS

2520 FM 731
ETJ Release Petition
Case 24-019



Vicinity Map

264



Received by
City Secretary's Office

JAN 24 2024

JAN 24 2024 2:52P

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: Donald Earl Collins	Name: Donald Earl Collins
Company:: N/A	Company: N/A
Address:: 2520 Fm 731 Burleson, TX 76028	Address:: 2520 Fm 731 Burleson, TX 76028
Telephone: 817-291-6330	Telephone: 817-291-6330
Email: 72deer@gmail.com	Email: 72deer@gmail.com
Signature:	Signature:

SITE INFORMATION

Number of properties within the area to be released:	1
General location or address of area to be released:	2520 Fm 731
Total Acres to be released:	5.01
County of Request	Johnson County, TX

REQUIRED ITEMS FOR PETITION (Applicant must initial next to each item)

	Completed Application
	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
	Signed "Release from ETJ Petition" (see next page) 50% of all owners within the area to be released must provide a NOTARIZED signature
	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
	Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson.
	Owners signature required:

CITY OF BURLESON RELEASE FROM ETJ PETITION

By signing this petition, I hereby request to be removed from the City of Burleson Extraterritorial Jurisdiction (ETJ). I hereby affirm that I am the legal owner of the property identified below (attach additional pages as required).

Tax ID # and Physical Address	Property Owners Signature	Notary
<p>126-0198-00098</p> <p>2520 Fm 731</p> <p>Legal description attached</p> <p>Description:</p> <p>AGST 198,904</p> <p>TR 2A</p> <p>P DOSS, D Weathersby</p> <p>126-01625-00080</p>	<p><i>[Signature]</i></p>	<p>State of <u>Texas</u></p> <p>County of <u>Tarrant</u></p> <p>The instrument was signed or acknowledged before me on <u>January 24th, 2024</u></p> <p>By <u>Donald Collins</u></p> <p>Print name of signer(s)</p> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>SARAH M COLLINS</p> <p>Notary ID #131985137</p> <p>My Commission Expires April 23, 2027</p> </div> <p><i>[Signature]</i></p> <p>Notary Signature</p>
		<p>State of _____</p> <p>County of _____</p> <p>The instrument was signed or acknowledged before me on _____</p> <p>By _____</p> <p>Print name of signer(s)</p> <p>_____ Notary Signature</p>

Donald Earl Collins

126-0198-0009

2530 PM 731

Legal Description 5.01 Acre Tract 4

276

Being a tract or parcel of land situated in the P. Doss Survey, Abstract No.198, and the U.A.D. Weathersby Survey, Abstract No.904, Johnson County, Texas, being part of the 21.62 acre tract conveyed to Darla Ann Peugh, Darrell Lynn Collins and Donald Earl Collins by deed recorded under County Clerk's File No.2018-34169, Deed Records, Johnson County, Texas, being more particularly described as follows:
Beginning at a 5/8" iron rod found for corner in the west line of Farm to Market No.731, being the northeast corner of a 4.00 acre tract conveyed to Cross Timbers Baptist Church by deed recorded in Volume 2456, Page 364, Deed Records, Johnson County, Texas and the southeast corner of said 21.62 acre tract;
Thence North 89°56'09" West with the common line between said 4.00 acre tract and said 21.62 acre tract, generally along a barb wire fence, a distance of 441.23 feet to a 1/2" iron rod with orange plastic cap stamped "Tucker Surveyors" set for corner, being the northwest corner of said 4.00 acre tract, the northeast corner of a 5.52 acre tract conveyed to said Darrell Lynn Collins by deed recorded in Volume 3588, Page 581, Deed Records, Johnson County, Texas and the southwest corner of this tract;
Thence North 33°46'55" West a distance of 303.36 feet, to a 1/2" iron rod with orange plastic cap stamped "Tucker Surveyors" set for corner, being an angle point in the west line of this tract;
Thence North 06°14'08" East a distance of 171.71 feet to a 1/2" iron rod with orange plastic cap stamped "Tucker Surveyors" set for corner, being the northwest corner of this tract;
Thence South 86°35'49" East a distance of 144.68 feet to a 1/2" iron rod with orange plastic cap stamped "Tucker Surveyors" set for corner, being an angle point in the north line of this tract;
Thence South 73°05'04" East a distance of 130.67 feet to a 1/2" iron rod with orange plastic cap stamped "Tucker Surveyors" set for corner, being an angle point in the north line of this tract;
Thence South 86°20'19" East a distance of 348.10 feet to a 1/2" iron rod with orange plastic cap stamped "Tucker Surveyors" set for corner in the west line of said Farm to Market No.731, being the northeast corner of this tract, a distance of 355.51 feet, having a chord bearing of South 04°07'36" West and a chord distance of 355.41 feet to the POINT OF BEGINNING and containing 5.01 acres of land, more or less, as surveyed on the ground July 29, 2019 by Tucker Surveyors.

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: February 20, 2024

SUBJECT:

ETJ Release Petition for 2520 FM 731, Tract 3 (Case 24-021): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 2.83 acres of land addressed as 2520 FM 731. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On January 24, 2024, a petition was submitted by Darla Peugh (owner) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 2.83 acres of land known as Tract 3; addressed as 2520 FM 731, as shown on the attached Exhibit A.

RECOMMENDATION:

Deny ETJ Release Petition.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None.

REFERENCE:

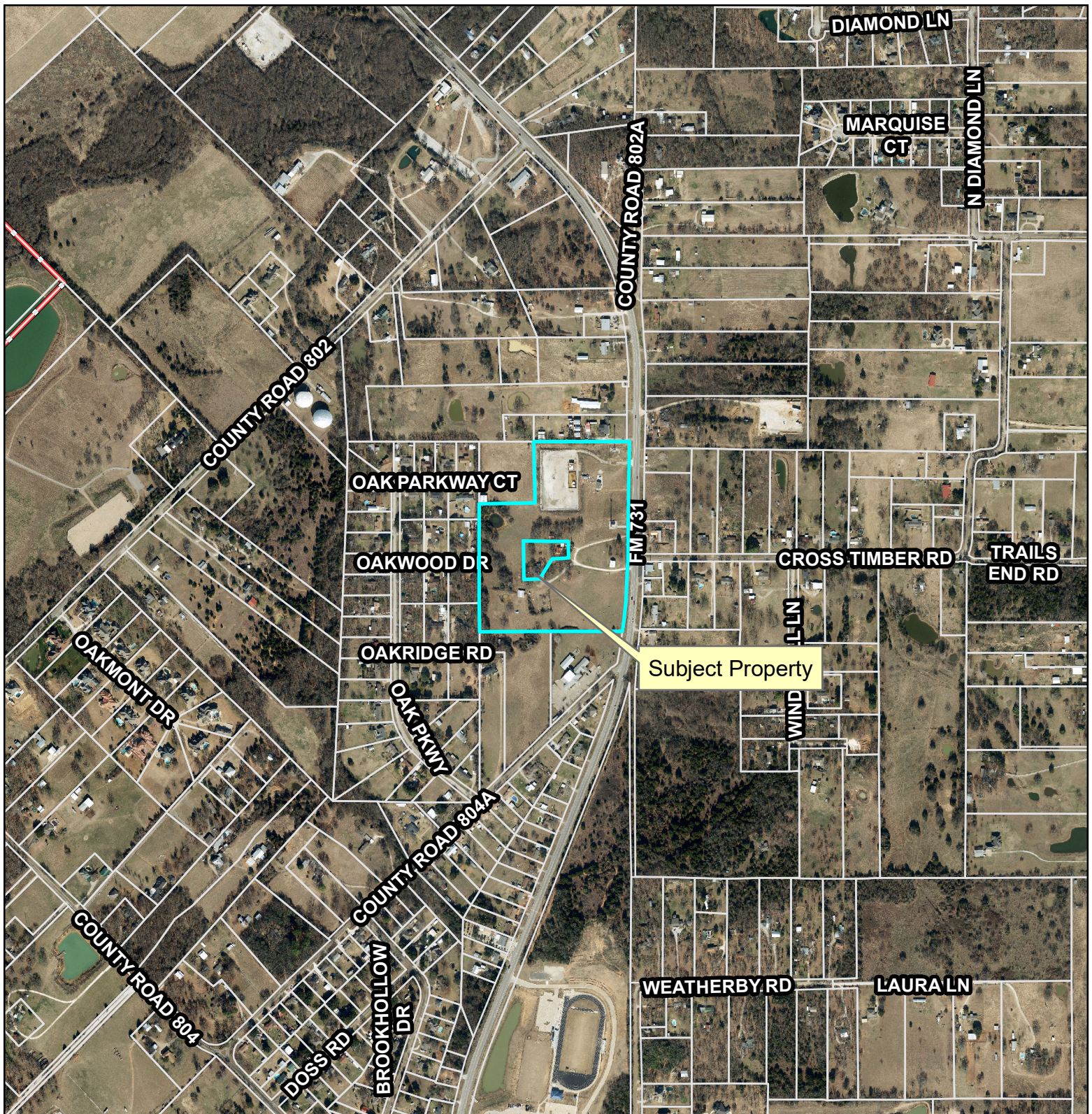
[88\(R\) SB 2038 - Senate Committee Report version - Bill Text \(texas.gov\)](#)

FISCAL IMPACT:

None

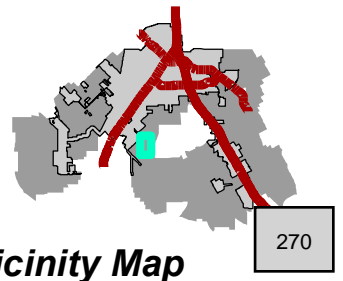
STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9684



THE CITY OF
BURLESON
TEXAS

2520 FM 731
Tract 3
ETJ Release Petition
Case 24-021



Vicinity Map

JAN 24 2024

JAN24 24 2:52PM

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: <u>Darla Peugh</u>	Name: <u>Darla Peugh</u>
Company: <u></u>	Company: <u></u>
Address: <u>2520 Fm 731</u>	Address: <u>2520 Fm 731</u>
<u>Burleson, TX 76028</u>	<u>Burleson, TX 76028</u>
Telephone: <u>817-925-9864</u>	Telephone: <u>817-925-9864</u>
Email: <u>lookingforward2020@yahoo.com</u>	Email: <u>lookingforward2020@yahoo.com</u>
Signature: <u>Darla Peugh</u>	Signature: <u>Darla Peugh</u>

SITE INFORMATION


Number of properties within the area to be released:	<u>1</u>
General location or address of area to be released:	<u>2520 Fm 731 Burleson</u>
Total Acres to be released:	<u>2.83 Tract 3</u>
County of Request	<u>Johnson County, Texas</u>

REQUIRED ITEMS FOR PETITION (Applicant must initial next to each item)

<u>DAP</u>	Completed Application
<u>DAP</u>	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
<u>DAP</u>	Signed "Release from ETJ Petition" (see next page)
<u>DAP</u>	50% of all owners within the area to be released must provide a NOTARIZED signature
<u>DAP</u>	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
<u>DAP</u>	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
	Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson.
	Owners signature required: <u>Darla Peugh</u>

CITY OF BURLESON RELEASE FROM ETJ PETITION

By signing this petition, I hereby request to be removed from the City of Burleson Extraterritorial Jurisdiction (ETJ). I hereby affirm that I am the legal owner of the property identified below (attach additional pages as required).

Tax ID # and Physical Address	Property Owners Signature	Notary
<p>126-0904-00010</p> <p>2520 FM 731</p> <p>Burleson TX 76028</p> <p>Abst. 904 TR 32</p> <p>AD weathersby</p> <p>Legal Descr attached</p>	<p><i>Carla Peng</i></p>	<p>State of <u>TEXAS</u></p> <p>County of <u>Tarrant</u></p> <p>The instrument was signed or acknowledged before me on <u>January 24th, 2024</u></p> <p>By <u>Carla Peng</u></p> <p>Print name of signer(s)</p> <div style="border: 1px solid black; padding: 5px; display: inline-block;">  </div> <p><i>[Signature]</i></p> <p>Notary Signature</p>
		<p>State of _____</p> <p>County of _____</p> <p>The instrument was signed or acknowledged before me on _____</p> <p>By _____</p> <p>Print name of signer(s)</p> <p>_____ Notary Signature</p>

Legal Description 2.83 Acre Tract 3

Being a tract or parcel of land situated in the P. Doss Survey, Abstract No.198, and the U.A.D. Weathersby Survey, Abstract No.904, Johnson County, Texas, being part of the 21.62 acre tract conveyed to Darla Ann Peugh, Darrell Lynn Collins and Donald Earl Collins by deed recorded under County Clerk's File No.2018-34169, Deed Records, Johnson County, Texas, being more particularly described as follows:

Beginning at a 1/2" iron rod with orange plastic cap stamped "Tucker Surveyors" set for corner in the west line of Farm to Market No.731, South 00°47'39" West a distance of 581.29 feet from the northeast corner of said 21.62 acre tract, being the northeast corner of this tract;

Thence South 00°47'39" West with the west line of said Farm to Market No.731, generally along a barb wire fence, a distance of 143.18 feet to a 1/2" iron rod with orange plastic cap stamped "Tucker Surveyors" set for corner at the beginning of a curve to the right with a radius of 4300.00 feet;

Thence Southerly with the west line of said Farm to Market No.731 and said curve to the right a distance of 95.71 feet, having a chord bearing of South 01°07'14" West and a chord distance of 95.71 feet, to a 1/2" iron rod with orange plastic cap stamped "Tucker Surveyors" set for corner, being the southeast of this tract;

Thence North 86°20'19" West a distance of 348.10 feet to a 1/2" iron rod with orange plastic cap stamped "Tucker Surveyors" set for corner, being an angle point in the south line of this tract;

Thence North 73°05'04" West a distance of 130.67 feet to a 1/2" iron rod with orange plastic cap stamped "Tucker Surveyors" set for corner, being an angle point in the south line of this tract;

Thence North 86°35'49" West a distance of 144.68 feet to a 1/2" iron rod with orange plastic cap stamped "Tucker Surveyors" set for corner, being the southwest corner of this tract;

Thence North 06°14'08" East a distance of 182.76 feet to a 1/2" iron rod with orange plastic cap stamped "Tucker Surveyors" set for corner, being the northwest corner of this tract;

Thence South 88°09'04" East a distance of 300.78 feet to a 1/2" iron rod with orange plastic cap stamped "Tucker Surveyors" set for corner, being an angle point in the north line of this tract;

Thence South 00°16'46" East a distance of 47.96 feet to a 1/2" iron rod with orange plastic cap stamped "Tucker Surveyors" set for corner, being an angle point in the north line of this tract;

Thence North 81°16'53" East, generally along a barb wire fence, a distance of 303.48 feet to the POINT OF BEGINNING and containing 2.83 acres of land, more or less, as surveyed on the ground July 29, 2019 by Tucker Surveyors.

Darla Peugh
Ac # 126-0904-00010
2520 Fm 731 Burleson
TX
76028

Planning & Zoning Commission Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Development Services Director

MEETING: February 20, 2024

SUBJECT:

625, 631, and 637 Mockingbird LN (Case 23-350): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agricultural to "C" Commercial for existing commercial uses at 625, 631, and 637 Mockingbird LN (*Staff Presenter: Tony McIlwain, Development Services Director*) (*Planning and Zoning Commission recommended disapproval unanimously*)

SUMMARY:

On November 13, 2023, a zoning change request was submitted by Stephen Martin and Jason Tharp (owners) to change the zoning of approximately 10.652 acres to C, Commercial to align the zoning with the current uses and certificate of occupancies on-file.

DEVELOPMENT OVERVIEW:

The owners are proposing a C, Commercial zoning. The previous certificate of occupancy allowed for a cabinet shop, warehousing, and fabrication. The current certificate of occupancy with the City allows for residential and commercial remodeling.

Zoning and Land Use Table

	Zoning	Use
Subject Site	A, Agricultural	Commercial
North	Railroad / ETJ	Residential
East	PD, Planned Development	Residential
South	Gas Well and PD, Planned Development	Residential
West	Railroad / ETJ	Residential

This site is designated in the Comprehensive Plan as Neighborhoods.

This category is predominantly residential with traditional development patterns but should allow for a mix of densities, lot sizes, housing types, and styles. The primary uses in this category include single-family residences, including a range of densities from large, agricultural lots to suburban neighborhood lots. Supporting and complementary uses, such as open space, schools and other public or civic uses, and limited small-scale neighborhood commercial uses, are also encouraged in this category.

Staff has determined that this request is not in conformance with the Comprehensive Plan and pursuant to Local Gov't Code Section 211.04 an amendment to the Future Land Use Map would be appropriate if rezoned for the applicant's proposal.

Staff is unable to recommend approval based on the request not meeting the Comprehensive Plan. Staff is not opposed to the existing development remaining as-is.

Engineering:

Engineering reviews will be required if the applicant expands or proposes any improvements to the site(s) in the future. At this time the applicant is not proposing any improvements or additions.

RECOMMENDATION:

Deny the zoning change request.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

January 30, 2023 – The Planning and Zoning Commission recommended disapproval unanimously.

REFERENCE:

[City of Burleson, TX ZONING DISTRICTS \(ecode360.com\)](http://www.burlesontx.com/zoning)

FISCAL IMPACT:

None

STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9684

ZC – Mockingbird LN

Location:

- 625, 631, and 637 Mockingbird LN

Applicant:

Stephen Martin and Jason Tharp (owners)

Item for approval:

Zoning Change from "A", Agricultural to "C" Commercial for existing commercial uses at 625, 631, and 637 Mockingbird LN (Case 23-350)



Comprehensive Plan

Neighborhoods



Zoning

A, Agricultural



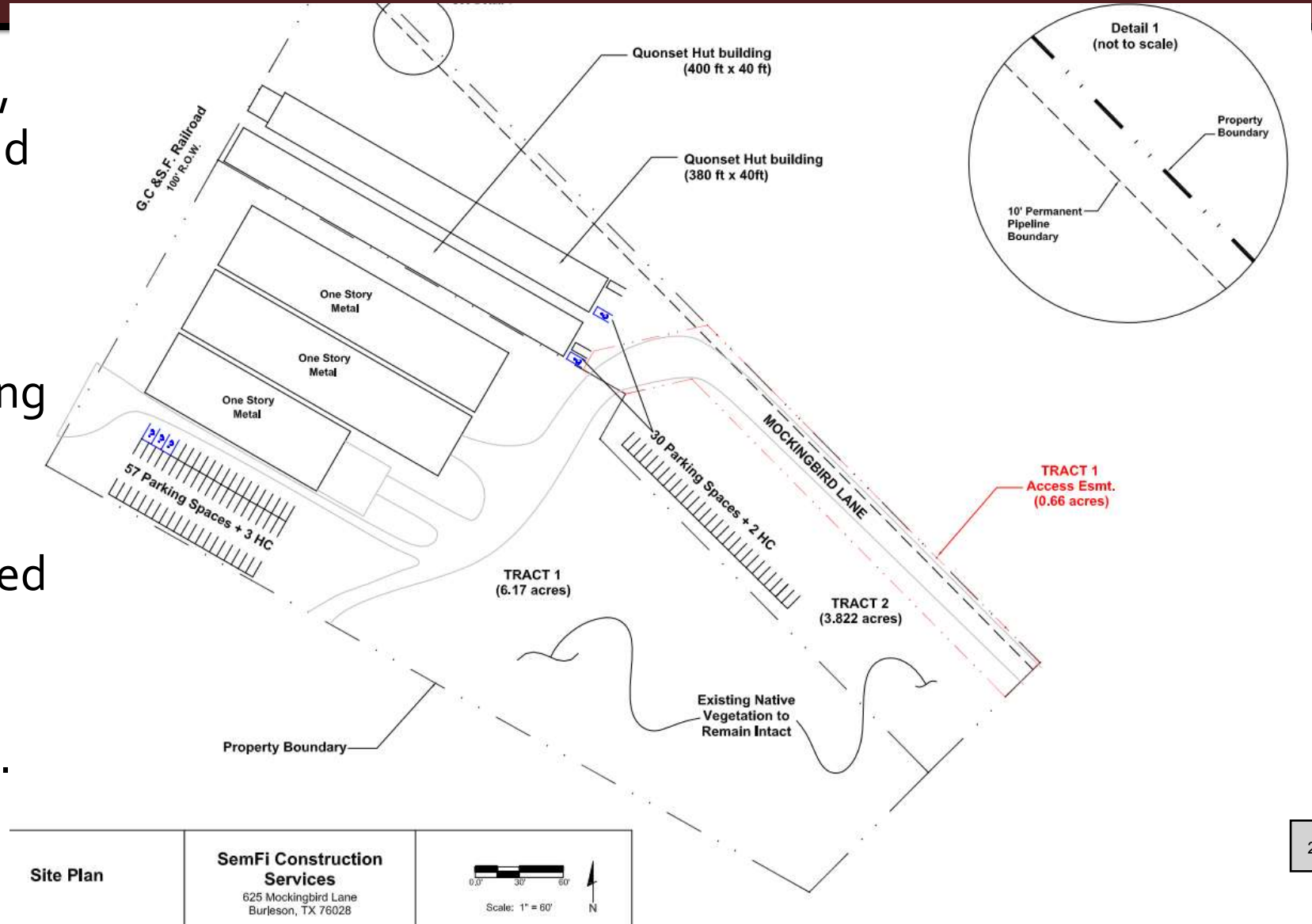
Staff has determined that this request is not in conformance with the Comprehensive Plan and pursuant to Local Gov't Code Section 211.04 an amendment to the Future Land Use Map would be appropriate if rezoned for the applicant's proposal.

ZC – Mockingbird LN

Current uses of construction, fabrication, cabinet shop, and warehousing are legal non-conforming.

Zoning change to "C"
"Commercial aligns the zoning with current uses.

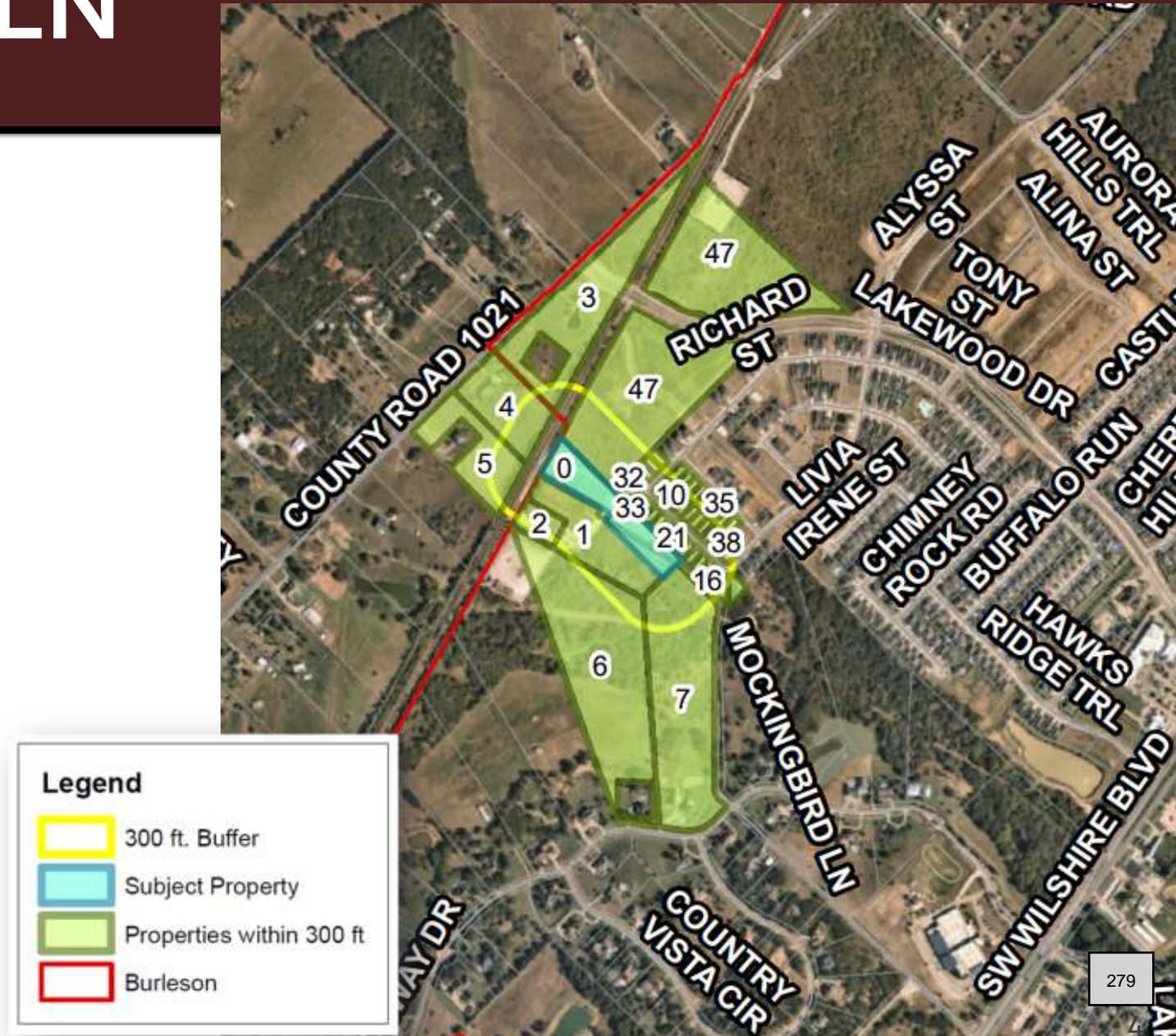
Current uses would be allowed to continue as legal nonconforming if the zoning change request were denied.



ZC – Mockingbird LN

Public Hearing Notice

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property.
- Published in newspaper.
- Signs posted on the property.
- At this time staff has received 1 letter of formal opposition (attached as Exhibit 4)



ZC – Mockingbird LN

P&Z Summary

Vote

Recommended disapproval unanimously

Discussion

Commission and staff discussed the timing of adjacent developments in relation to the subject site. Subject site has existed as industrial since around late 1970s/1980s. Willow Creek subdivision (PD zoning) occurred in 1999 and the Willow Creek HOA petitioned Council for a gas well site in 2006. Also discussed access by Mockingbird LN (private access easement).

Speakers

None

From the Willow Creek PD (1999)

- C. **Adjacent Uses:** The property is bounded by Willow Creek to the north and the G.C. & S.F. railroad to the west. A small portion of the adjacent property to the south and east is developed single-family, the rest of the adjacent property in this area consists of large undeveloped tracts with single residences. A small portion of the planned development lies north of Willow Creek and abuts existing industrial uses that are not within the City's limits. A private roadway traverses the property and provides access to the industrial uses from S.H. 174. The Joshua Independent School District owns approximately 23 acres located on either side of an 80 to 100 feet wide strip of land which will serve as the planned development's access to S.H. 174. A proposed school on the J.I.S.D. property will also access S.H. 174 via the road which will be constructed within this same strip of land.

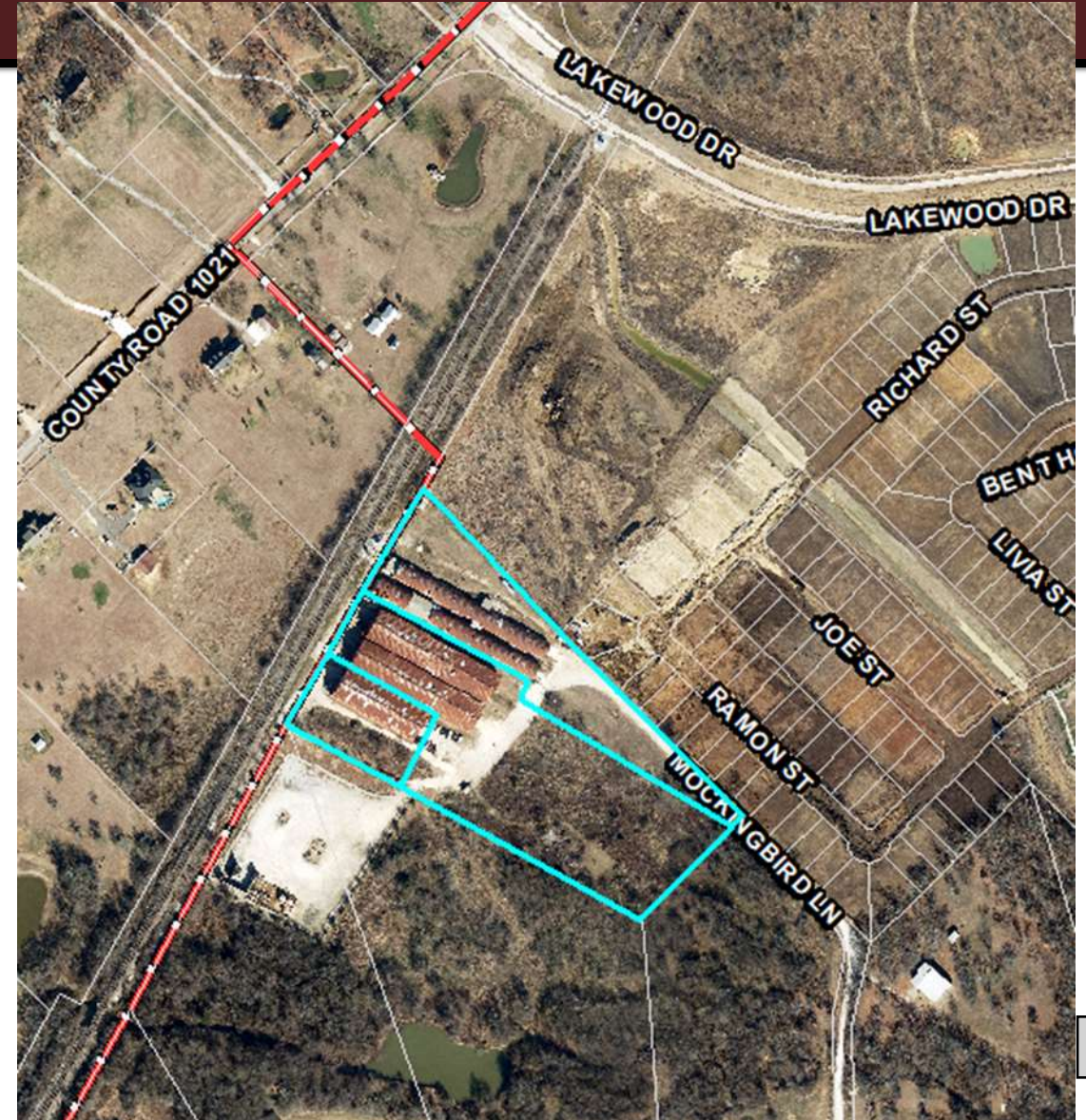
From the HOA petition (2006)



ZC – Mockingbird LN

Staff's Recommendation

Deny the zoning change request; it is inconsistent with the Comprehensive Plan.



ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE AND MAP OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 10.652 ACRES OF LAND SITUATED IN H.G. CATLETT SURVEY, ABSTRACT 178, SITUATED IN THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND BEING 4.482 ACRES OF LAND IN THE DEED TO STEVEN R. ATKINS, RECORDED IN VOLUME 2375, PAGE 867, DEED RECORDS JOHNSON COUNTY, TEXAS (D.R.J.C.T.), AND 6.17 ACRES OF LAND CONVEYED TO GRAND INTERNATIONAL CORPORATION, BY DEED RECORDED IN VOLUME 1818 PAGE 133, DEED RECORDS JOHNSON COUNTY, TEXAS (D.R.J.C.T.), FROM AGRICULTURAL (A) TO COMERCIAL (C); MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council passed, approved, and adopted Ordinance B-582, being the Zoning Ordinance and Map of the City of Burleson, Texas, showing the locations and boundaries of certain districts, as amended, and codified in Appendix B of the City of Burleson Code of Ordinances (2005) (the “Zoning Ordinance and Map”); and

WHEREAS, an application for a zoning change was filed by **Stephen Martin and Jason Tharp** on **November 13, 2023**, under **Case Number 23-350**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

WHEREAS, the Planning and Zoning Commission of Burleson, Texas, held a public hearing on said application after at least one sign was erected upon the property on which the change of classification is proposed in accordance with the Zoning Ordinance and Map, and after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such notice being served by depositing the same, properly addressed and postage paid, in the U.S. mail; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted **7 to 0** to recommend denial to the City Council of Burleson, Texas,

that the hereinafter described property be rezoned from its classification of **Agricultural (A)** to **Commercial (C)**; and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Burleson, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Burleson, Texas, has changed in character since the enactment of its classification of **Agricultural (A)**; and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community; and

WHEREAS, the City Council of the City of Burleson, Texas, may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the City of Burleson Code of Ordinances (2005); and

WHEREAS, the City Council of the City of Burleson, Texas, finds that this Ordinance may be considered and approved in only one meeting because the provisions of this Ordinance concern an individual zoning case that does not propose a change to the language of the City of Burleson Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS:

Section 1

The Zoning Ordinance and Map is hereby amended insofar as it relates to certain land described as 10.652 acres of land situated in the H.G. Catlett Survey, Abstract Number 1178, situated in the City Of Burleson, Johnson County, Texas and being 4.482 acres of land in the deed to Steven R. Atkins, recorded in Volume 2375, Page 867, deed records Johnson County, Texas (D.R.J.C.T.), and 6.17 acres of land conveyed to Grand International Corporation, by deed recorded in Volume 1818 Page 133, deed records Johnson County, Texas (D.R.J.C.T.), as **described in Exhibit A**, by changing the zoning of said property from **Agricultural (A)** to **Commercial (C)** being further described and attached as **Exhibit A**.

Section 2.

The findings and recitals set forth above in the preamble of this ordinance are incorporated into the body of this ordinance as if fully set forth herein.

Section 3.

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 4.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

Section 5.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for that purpose.

Section 7.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 8.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED:

First and Final Reading: the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT "A"

DESCRIPTION OF PROPERTY

637 Mockingbird Lane

TRACT 1:

Being a lot, tract or parcel on land situated in the H.G. Catlett Survey, Abstract No. 178, City of Burleson, Johnson County, Texas, same being a tract of land conveyed to New Grand International Corporation, by deed recorded in Volume 1818, Page 133, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for corner, said corner being the West corner of that tract of land conveyed to Steven R. Atkins, by deed recorded in Volume 2375, Page 867, Deed Records, Johnson County, Texas, said corner being the Southeast right of way line of G.C. and S.F. Railroad (100 foot right of way);

THENCE South 60 degrees 48 minutes 41 seconds East, along the Southwest line of said Atkins tract, a distance of 480.00 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being an "ELL" corner of said Atkins tract;

THENCE South 29 degrees 04 minutes 11 seconds West, along a Northwest line of said Atkins tract, a distance of 52.87 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being an "ELL" corner of said Atkins tract;

THENCE South 45 degrees 14 minutes 53 seconds East, along a Southwest line of said Atkins tract, a distance of 478.27 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being along the Northwest line of Lot 6, Block 1 of Willow Creek Ranch, an addition to the City of Burleson, Johnson County, Texas, according to the map thereof recorded in Volume 8, Page 678, Map Records, Johnson County, Texas;

THENCE South 44 degrees 49 minutes 34 seconds West, along the Northwest line of Lot 6, Block 1 of said Willow Creek Ranch, a distance of 172.41 feet to a 1 inch iron rod found for corner, said corner being the Northeast corner of Lot 7, Block 1 of said Willow Creek Ranch;

THENCE North 60 degrees 47 minutes 20 seconds West, along the Northeast line of Lot 7, Block 1 of said Willow Creek Ranch, a distance of 893.89 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG SURVEYING" for corner, said corner being the North corner of Lot 8, Block 1 of said Willow Creek Ranch, said corner being along the Southeast right of way line of G.C. and S.F. Railroad;

THENCE North 29 degrees 06 minutes 33 seconds East, along the Southeast line of said G.C. and S.F. Railroad, a distance of 346.87 feet to the POINT OF BEGINNING and containing 268,659 square feet or 6.17 acres of land.

TRACT 2: Proposed 50' Access Easement

Being a 28,764 square feet or 0.66 acres of land situated in the H.G. Catlett Survey, Abstract No. 178, City of Burleson, Johnson County, Texas, and being a portion of a tract of land conveyed to Steven R. Atkins, by deed recorded in Volume 2375, Page 867, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for corner, said corner being the West corner of said Atkins tract, said corner being the North corner of that tract of land conveyed to New Grand International Corporation, by deed recorded in Volume 1818, Page 133, Deed Records, Johnson County, Texas, said corner being the Southeast right of way line of G.C. and S.F. Railroad (100 foot right of way);

THENCE South 60 degrees 48 minutes 41 seconds East, along the Southwest line of said Atkins tract, a distance of 430.34 feet to a point for corner, said corner being the POINT OF BEGINNING of herein described tract;

THENCE North 29 degrees 11 minutes 19 seconds East, a distance of 22.23 feet to a point for corner;

THENCE North 76 degrees 31 minutes 25 seconds East, a distance of 118.86 feet to a point for corner, said corner being along the Southwest line of Block 2 of The Parks at Panchasarp Farms Phase 2, an addition to the City of Burleson, Johnson County, Texas, according to the map thereof recorded in Instrument No. 267-2021, Map Records, Johnson County, Texas;

THENCE South 45 degrees 14 minutes 32 seconds East, along the Southwest line of Block 2 of said The Parks at Panchasarp Farms Phase 2, a distance of 483.98 feet to a point for corner, said corner being the Southeast corner of said Atkins tract, said corner being the North corner of Mockingbird Lane (50 foot Private Access, Utility and Drainage Easement, by map thereof recorded in Volume 8, Page 678, Map Records, Johnson County, Texas, and by deed recorded in Volume 2120, Page 603, Deed Records, Johnson County, Texas, from which a 1 Inch Iron rod found bears, South 40 degrees 20 minutes 35 seconds West, a distance of 2.58 feet for witness;

THENCE South 44 degrees 49 minutes 34 seconds West, along the Southeast line of said Atkins tract, a distance of 50.00 feet to a point for corner;

THENCE North 45 degrees 14 minutes 32 seconds West, a distance of 456.07 feet to a point for corner;

THENCE South 76 degrees 31 minutes 25 seconds West, a distance of 69.57 feet to a point for corner, said corner being along the Northeast line of said New Grand International Corporation tract;

THENCE North 60 degrees 48 minutes 41 seconds West, along the Northeast line of said New Grand International Corporation tract, a distance of 49.66 feet to the POINT OF BEGINNING and containing 28,764 square feet or 0.66 acres of land.

LEGAL DESCRIPTION

10 Foot Permanent Pipeline Easement

H.G. Catlett Survey, Abstract 178

Johnson County, Texas

All that certain lot, tract or parcel of land lying and situated in the H.G. Catlett Survey, Abstract 178, Johnson County, Texas, being a part of that certain tract of land described as 3.822 acres in the deed from The Quanset Trust dated March 22, 1994, Don C. Armour, Trustee to Steven R. Atkins, dated August 16, 1999, recorded in Volume 2375, Page 867 of the Official Public Records of Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point at a corner lying in the westerly line of that certain tract of land described as 83.00 acres in the deed to R.J. Panchasarp, recorded in Volume 1098, Page 172 of the Official Public Records of Johnson County, Texas, the southeast corner of said 3.822 acre tract, the northern most northeast corner of a 50 foot private access easement (more commonly known as Mockingbird Lane) according to the plat of Willow Creek Ranch, an addition to the City of Burleson, recorded in Volume 8, Page 678 of the Plat Records of Johnson County, Texas;

THENCE South 45 degrees 27 minutes West along the southerly line of said 3.822 acre tract, the northerly line of said addition 10 feet to a point at a corner;

THENCE North 44 degrees 33 seconds West parallel to and 10 feet from the easterly line of said 3.822 acre tract, the westerly line of said 83.00 acre tract, 1017.75 feet to a point at a corner lying in the northerly line of said 3.822 acre tract, the southerly right-of-way line of the G.C.&S.F. Railroad;

THENCE North 29 degrees 53 minutes East along the northerly line of said 3.822 acre tract, the southerly right-of-way line of said Railroad, 10.38 feet to a point at a corner, the northeast corner of said 3.822 acre tract, the northwest corner of said 83.00 acre tract;

THENCE South 44 degrees 33 minutes East along the easterly line of said 3.822 acre tract, the westerly line of said 83.00 acre tract, 1020.97 feet to the point of beginning and containing 0.23 acre of land, more or less. The bearings and distances herein are based on the description of that certain tract of land described as 3.822 acres in the deed to Steven R. Atkins, recorded in Volume 2375, Page 867 of the Official Public Records of Johnson County, Texas.

Name: Phillip Reid

Address: 124 Ranchway Dr, Burleson TX 76028 (property #7 on plat)
682-201-1192

Is concern or question listed on the agenda ? Yes

What is Case Number associated with the development application: **Case 23-350**
(625, 631, 637 Mockingbird Ln).

Please state concern or comment:

My concern is what is the negative impact resulting from the proposed zoning change from Ag to commercial zoning. Mockingbird Ln is currently unpaved caliche, and the dust and grit raised by vehicle traffic ends up in my pool and all over the patio and backyard. Also the current use has large trucks entering the main neighborhood entrance and transiting through the residential area, instead of using the Mockingbird Ln entrance from HW 174. This has been a nuisance since we moved in 20 years ago, the developer and the City should not have allowed the entrance/easement in the first place. The property usage has fluctuated up and down over the years, and we have learned to live with the problem. However when we purchased my property, my understanding was that the Mockingbird lots were zoned Ag, and there would be limited usage of the facilities.

My concern is that changing the zoning will result in increased traffic and an even larger nuisance to my property and the neighborhood at large, and as a result I am completely opposed to the zoning change. Both myself and the neighboring property at 128 Ranchway Dr have established wildlife sanctuary status on our properties, and the increased vehicle traffic and commercial use of the properties in question will negatively impact the wildlife.

If in the event that the zoning change is approved, I would request that the property owner be required to pave Mockingbird Ln from HW174 to a distance at least 250 yards beyond the houses located on Ranchway, in order to reduce the noise and dust. Furthermore, I would request that all traffic to the property be required to use the Mockingbird Ln entrance from HW174, to avoid the traffic in the neighborhood on Ranchway Dr.

Planning & Zoning Commission Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Development Services Director

MEETING: February 20, 2024

SUBJECT:

Dobson Townhomes (Case 23-003): Consider approval of a site plan for Dobson Townhomes located at 200 S Dobson with a waiver to the development plan related to the maximum roof pitch for a Rural Farmhouse architectural style. *(Staff Presenter: Tony McIlwain, Development Services Director) (Planning and Zoning Commission recommended approval unanimously)*

SUMMARY:

On January 9, 2023, a development plan and site plan were submitted by Paul Jenkins (owner) on approximately .30 acres of land addressed as 200 S Dobson. The applicant is proposing 4 two-story townhomes with a “Rural Farmhouse” architectural style, with a waiver to the maximum roof pitch.

Site Plan:

The applicant has submitted a site plan concurrent with the development plan which confirms to the parking, landscaping, and general yard requirements for this location as outlined in the SFA, Single-family attached zoning district and OT, Old Town overlay district.

Building Elevations:

The proposed buildings are designed with a majority of the façade being cementitious fiber board clad lap siding, less the windows and doors. The design is in keeping with a complementary architectural style as prescribed in the Old Town Design Standards for “Rural Farmhouse”.

Proposed Architectural Style:

Rural Farmhouse (1850s to 1920)

Two story height maximum.	In conformance
Clad lap siding or shingles (Cementitious Fiber Board shall be acceptable)	In conformance

Prominent entrance with a covered porch containing a minimum of one hundred square feet (100 SF) in area.	In conformance
Porch railings to be milled wood top and bottom rails with square, turned, or flat sawn balusters.	In conformance
At least two-thirds ($\frac{2}{3}$) of the street facing edge(s) of the porch structure shall be enclosed with vertical wood or iron railing, or solid masonry bulkhead that has a minimum height of 36 inches.	In conformance (vertical wood railing)
Side gabled roof.	In conformance
12"—24" max overhang.	In conformance
Roof pitch Max. = 7:12. Min. = 5:12.	Not in conformance (applicant requesting 12:12; which they believe conforms more to the style and examples as contained with the Old Town Design Standards)
Boxed (concealed) eave.	In conformance
Gabled dormers.	In conformance
Fiberglass shingles (architectural grade), cementitious shingles, slate and faux slate materials, standing-seam metal, and pressed metal shingles shall be permitted.	In conformance (fiberglass shingles of architectural grade)
Decorative corbels (bracket work).	In conformance
Symmetrical placement of doors and windows.	In conformance
Entrance door located in the center of wide houses, or at the side corner of narrow houses.	In conformance

The site plan, SACC Memo, and building elevations are attached as Exhibit 3.

RECOMMENDATION:

Approve the site plan with a waiver to the roof pitch.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

September 19, 2022: City Council approved a zoning change from SF7, Single-family district-7 to SFA, Single-family attached district.

January 17, 2024: Old Town Design Standards Review Committee recommended approval of the development plan with a waiver to the maximum roof pitch.

January 30, 2024: Planning and Zoning Commission recommended approval of the site plan with a waiver.

REFERENCE:

[City of Burleson, TX OLD TOWN DESIGN STANDARDS \(ecode360.com\)](#)

[City of Burleson, TX GENERALLYSearch: § 4-4 Classification of architectural styles. \(ecode360.com\)](#)

FISCAL IMPACT:

None

STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9684

Dobson Townhomes



Location:

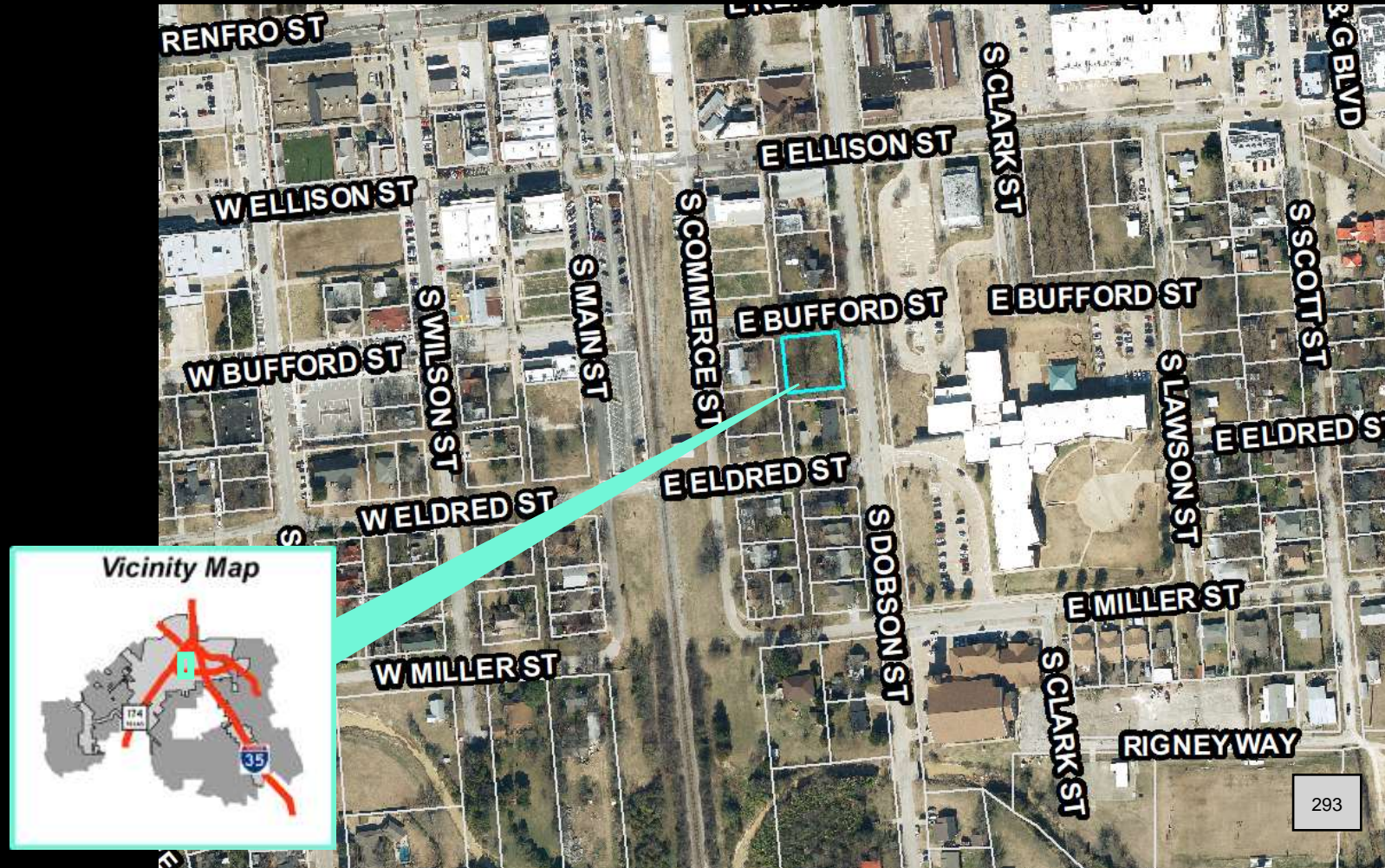
- 200 S Dobson
- .30 acres

Applicant:

Paul Jenkins (owner)

Item for approval:

Site Plan with waiver
(23-003)



Dobson Townhomes



Property Information:

Zoned SFA, Single-family
attached district

Located in the OT, Old Town
Overlay district

Summary:

4 townhomes with a “Rural
Farmhouse” architectural
style



Rural Farmhouse



Old Town Design Standard	Conformance
Two story height maximum.	Yes
Clad lap siding or shingles (Cementitious Fiber Board shall be acceptable)	Yes
Porch railings to be milled wood top and bottom rails with square, turned, or flat sawn balusters.	Yes
At least two-thirds ($\frac{2}{3}$) of the street facing edge(s) of the porch structure shall be enclosed with vertical wood or iron railing, or solid masonry bulkhead that has a minimum height of 36 inches.	Yes
Side gabled roof.	Yes
12"—24" max overhang.	Yes
Roof pitch Max. = 7:12. Min. = 5:12.	No (12:12)
Boxed (concealed) eave.	Yes
Gabled dormers.	Yes
Fiberglass shingles (architectural grade), cementitious shingles, slate and faux slate materials, standing-seam metal, and pressed metal shingles shall be permitted.	Yes
Decorative corbels (bracket work).	Yes
Symmetrical placement of doors and windows.	Yes
Entrance door located in the center of wide houses, or at the side corner of narrow houses.	Yes

Waiver to max roof pitch



Old Town Design Standard	Justification
Roof pitch Max. = 7:12. Min. = 5:12.	Applicant is requesting 12:12; which they believe conforms more to the style and examples as contained with the Old Town Design Standards

Examples provided in City of Burleson Old Town Design Standards for “Rural Farmhouse”



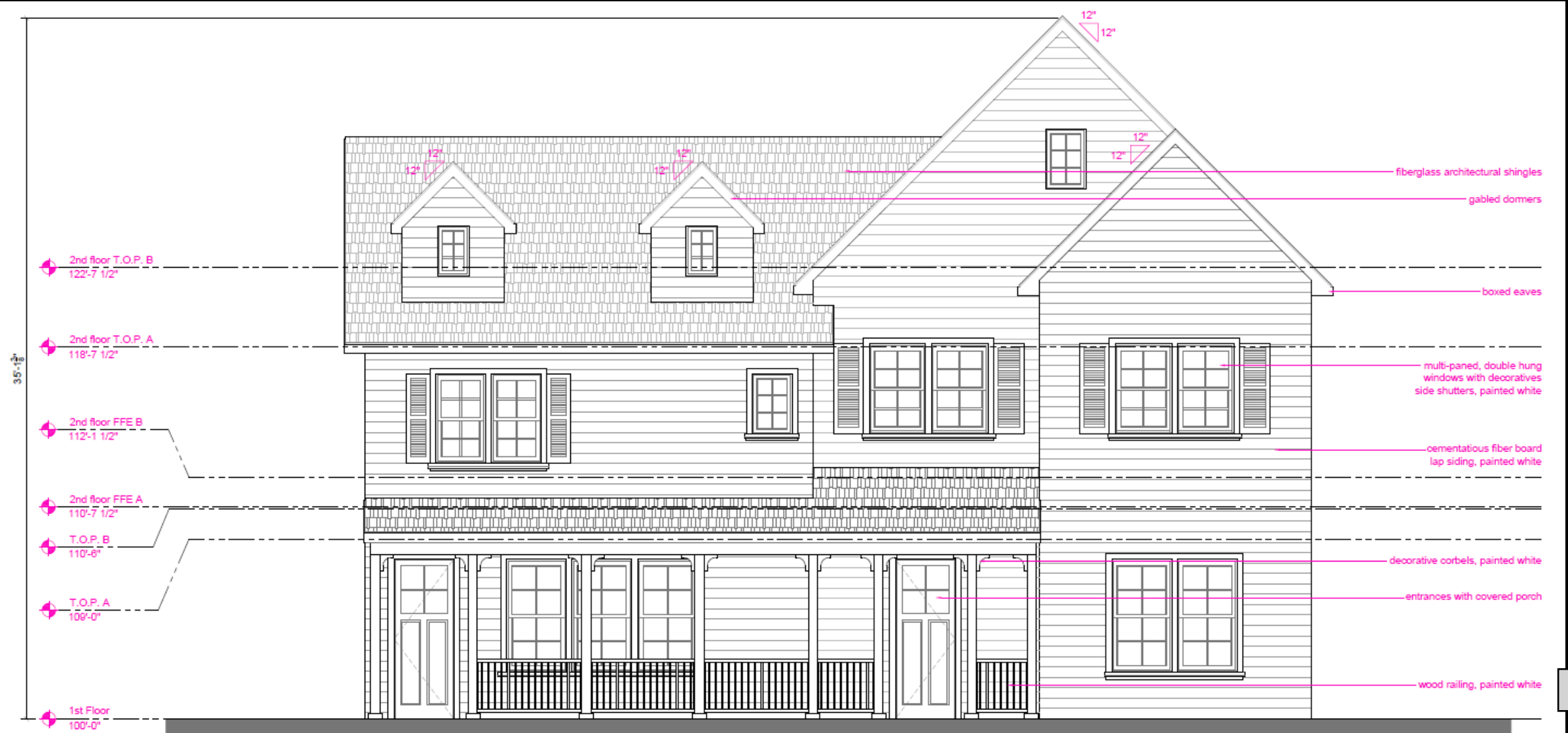
Waiver to max roof pitch



Staff supports the waiver as the examples in our Code appear to have roof pitches that exceed 7:12 (30.2 degree slope) and based on the narrowness of townhome (SFA zoned) lots compared to traditional single-family detached.



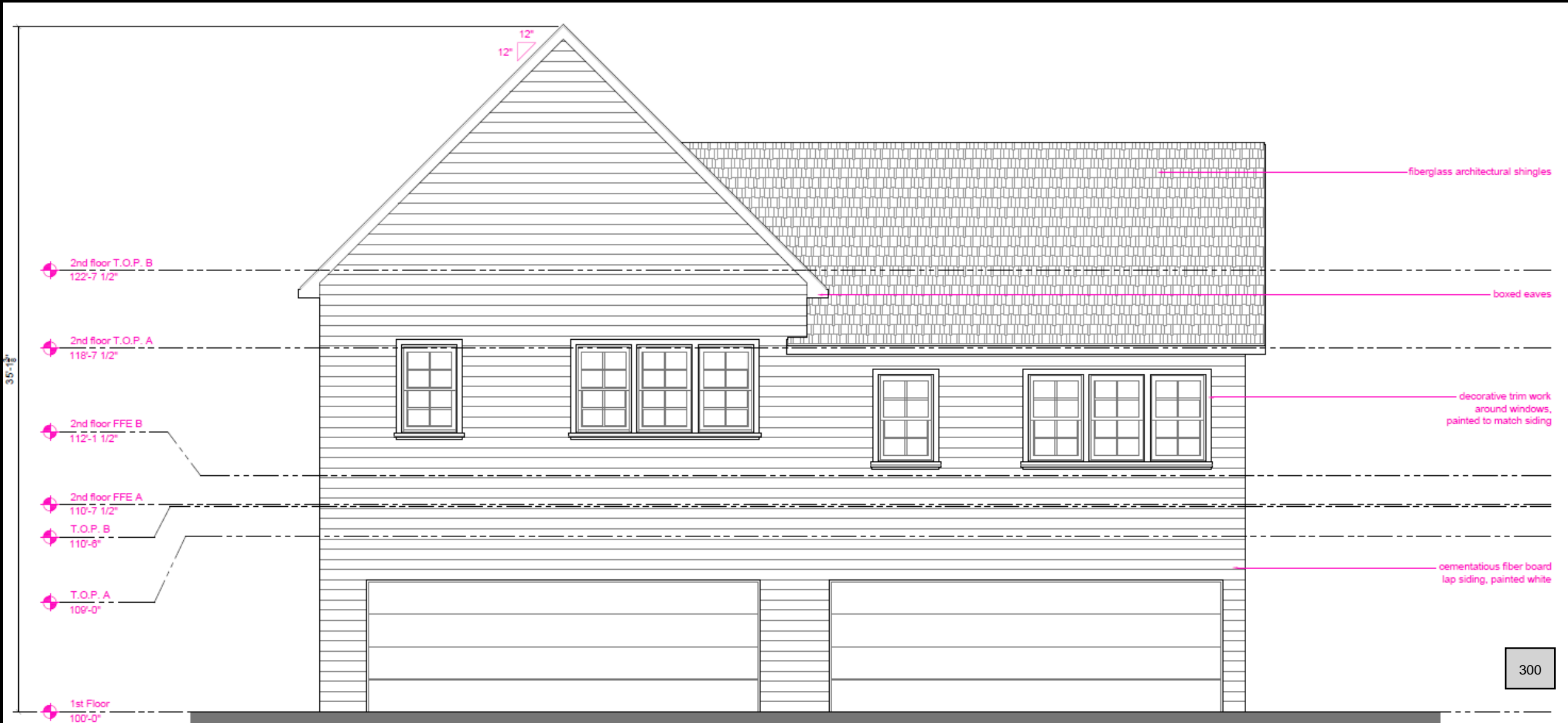
Elevations and Materials



Elevations and Materials



Elevations and Materials



Dobson Townhomes



Old Town Summary

Vote

Recommended approval unanimously

Discussion

None

P&Z Summary

Vote

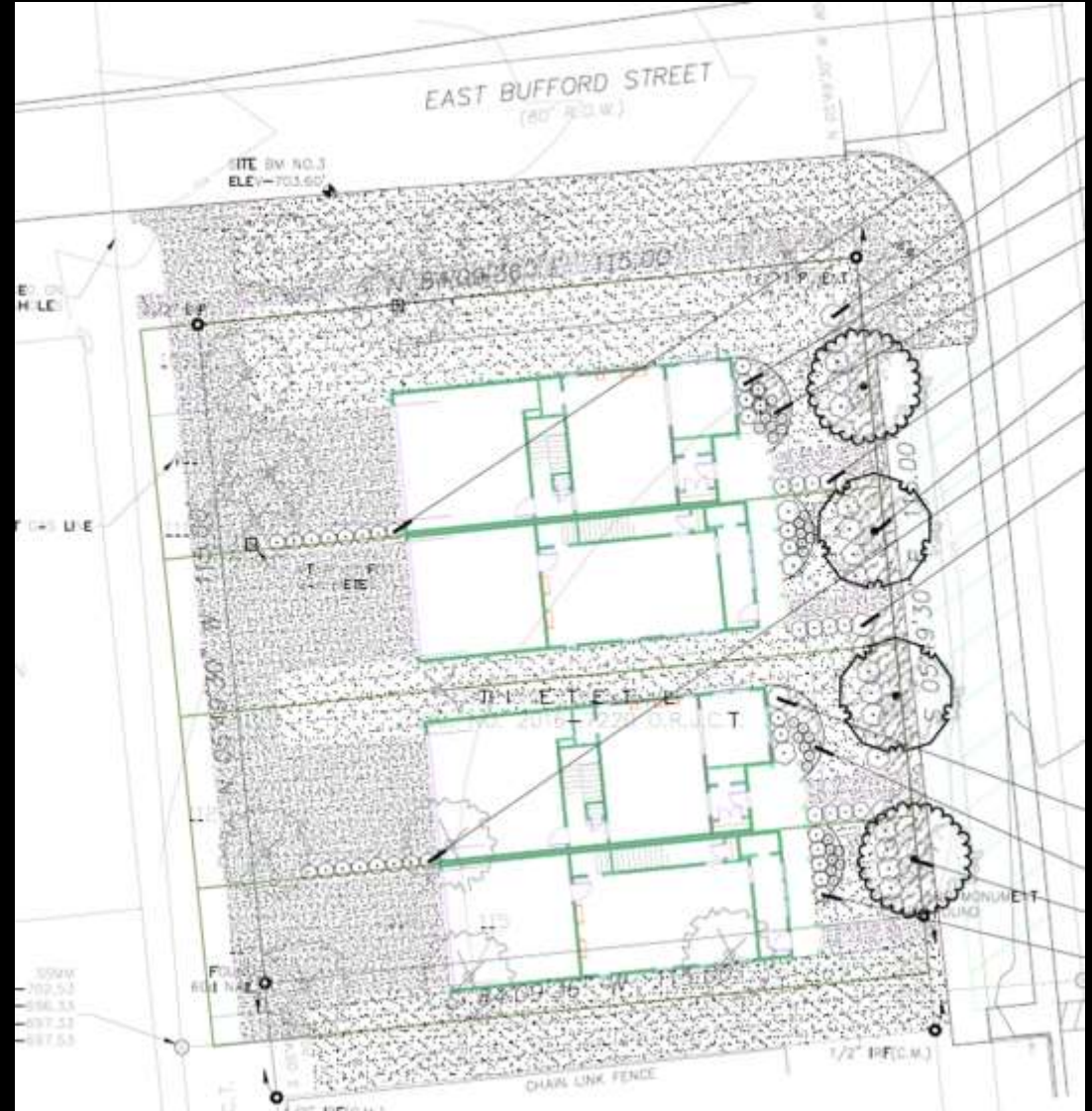
Recommended approval unanimously

Discussion

Discussed current zoning (SFA) and building height

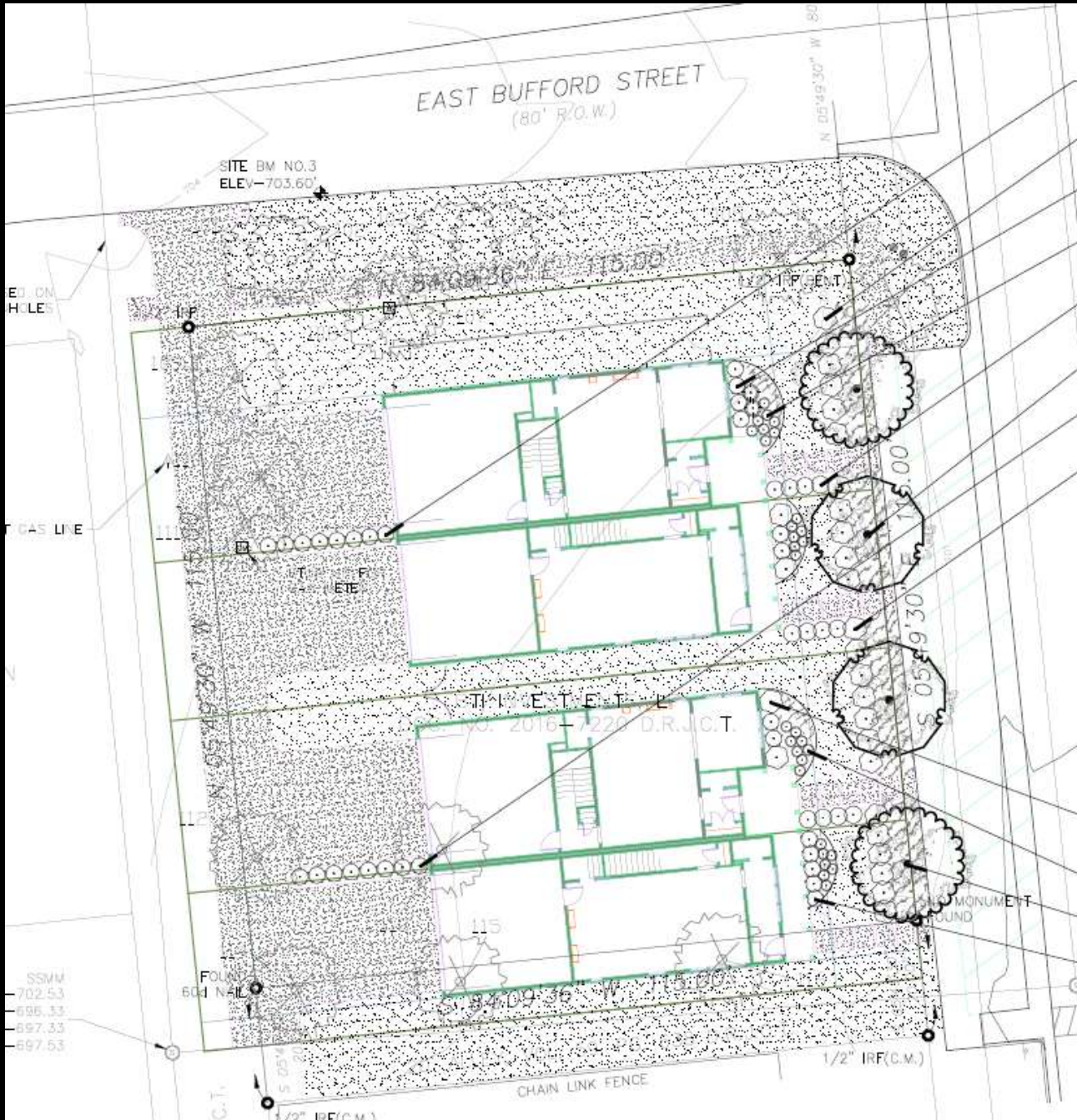
Speakers

Applicant was present (no questions)



Recommendation

- Approval of the site plan with waiver

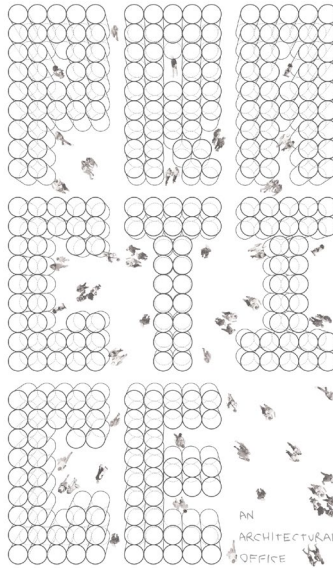


Practice

an architectural office

829 WEST JEFFERSON BOULEVARD, DALLAS, TEXAS 75208

office@practicearchitecturaloffice.com



09 January 2023

Statement of Architectural and Contextual Compatibility
RE: 200 South Dobson Street Townhomes

Dear committee members,

Attached you will find our proposed elevations and plans for 4 townhomes on 200 South Dobson Street. We recognize the importance of maintaining the distinct historical character of Burleson's Old Town District and weaving this new project into the existing fabric. In accordance with Burleson's historic design guidelines, we chose to design the townhomes in the "Rural Farmhouse" style.

Our goal is for the design to read like 2 farmhouses in keeping with the scale of the neighborhood rather than 4 individual houses. Two long porches dominate the front elevation and each unit has a minimum of 100 square feet of covered porch area complete with white painted wood railing and columns with decorative corbels in a simple farmhouse style. Dormers and gables accentuate the roof line with dark grey architectural fiberglass shingles.

The townhomes are situated on the site to maximize their front yards while the 3' tall white picket fences provide a degree of privacy for each home.

The material selection is simple with fiber cement siding wrapping the building and an all white color pallet for the materials except for a subtle pop of color on the front doors. All windows are multi-paned and double hung with traditional trim work. The white shutters mark the front façade windows from the secondary elevations. The siding, trim, and shutters will be made from a fiber cement material which requires less maintenance and is resistant to mold and decay but still gives the look and feel of real wood.

Practice

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829 WEST JEFFERSON BOULEVARD, DALLAS, TEXAS 75208

office@practicearchitecturaloffice.com

The project's design is intended to emphasize the unique character of Burleson's Old Town and we hope the committee appreciates the respect the design gives to the rural farmhouse style.

Sincerely,
Jessica Nelson
Registered Architect



Jessica Nelson

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1 EAST ELEVATION
A2.01 1/4" = 1'-0"



PAPER SIZE
ANSI D (22X34)

PRACTICE an architectural office

829 W. Jefferson Blvd.
Dallas, TX 75208
817.602.2684



Jessica Nelson

05 dec 2023

DOBSON TOWNHOMES

200 South Dobson Street
Burleson, Texas

PROJECT NO. C0069

ISSUE DATE 09 jan 2023

REV. DESCRIPTION DATE

1 city comments 11-13-2023

DRAWN BY: wph

PLOT DATE: 12/5/2023

EXTERIOR ELEVATIONS

a

A2.01

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1 NORTH ELEVATION
A2.02 1/4" = 1'-0"

PAPER SIZE
ANSI D (22X34)

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Jessica Nelson
05 dec 2023

DOBSON TOWNHOMES

200 South Dobson Street
Burleson, Texas

PROJECT NO. C0069
ISSUE DATE 09 jan 2023

REV.	DESCRIPTION	DATE
------	-------------	------

1	city comments	11-13-2023
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DRAWN BY: WJH
PLOT DATE: 12/5/2023

EXTERIOR ELEVATIONS

a

A2.02

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1 SOUTH ELEVATION
A2.03 1/4" = 1'-0"

PAPER SIZE
ANSI D (22X34)

PRACTICE an architectural office

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Dallas, TX 75208
817.602.2684



Jessica Nelson
05 dec 2023

DOBSON TOWNHOMES

200 South Dobson Street
Burleson, Texas

PROJECT NO. C0069
ISSUE DATE 09 jan 2023

REV.	DESCRIPTION	DATE
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1	city comments	11-13-2023
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DRAWN BY: wjs/gh
PLOT DATE: 12/5/2023

EXTERIOR ELEVATIONS

a

A2.03

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1 WEST ELEVATION
A2.04 1/4" = 1'-0"

PAPER SIZE
ANSI D (22X34)

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Dallas, TX 75208
817.602.2684



Jessica Nelson
05 dec 2023

DOBSON TOWNHOMES

200 South Dobson Street
Burleson, Texas

PROJECT NO. C0069
ISSUE DATE 09 jan 2023

REV.	DESCRIPTION	DATE
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1	city comments	11-13-2023
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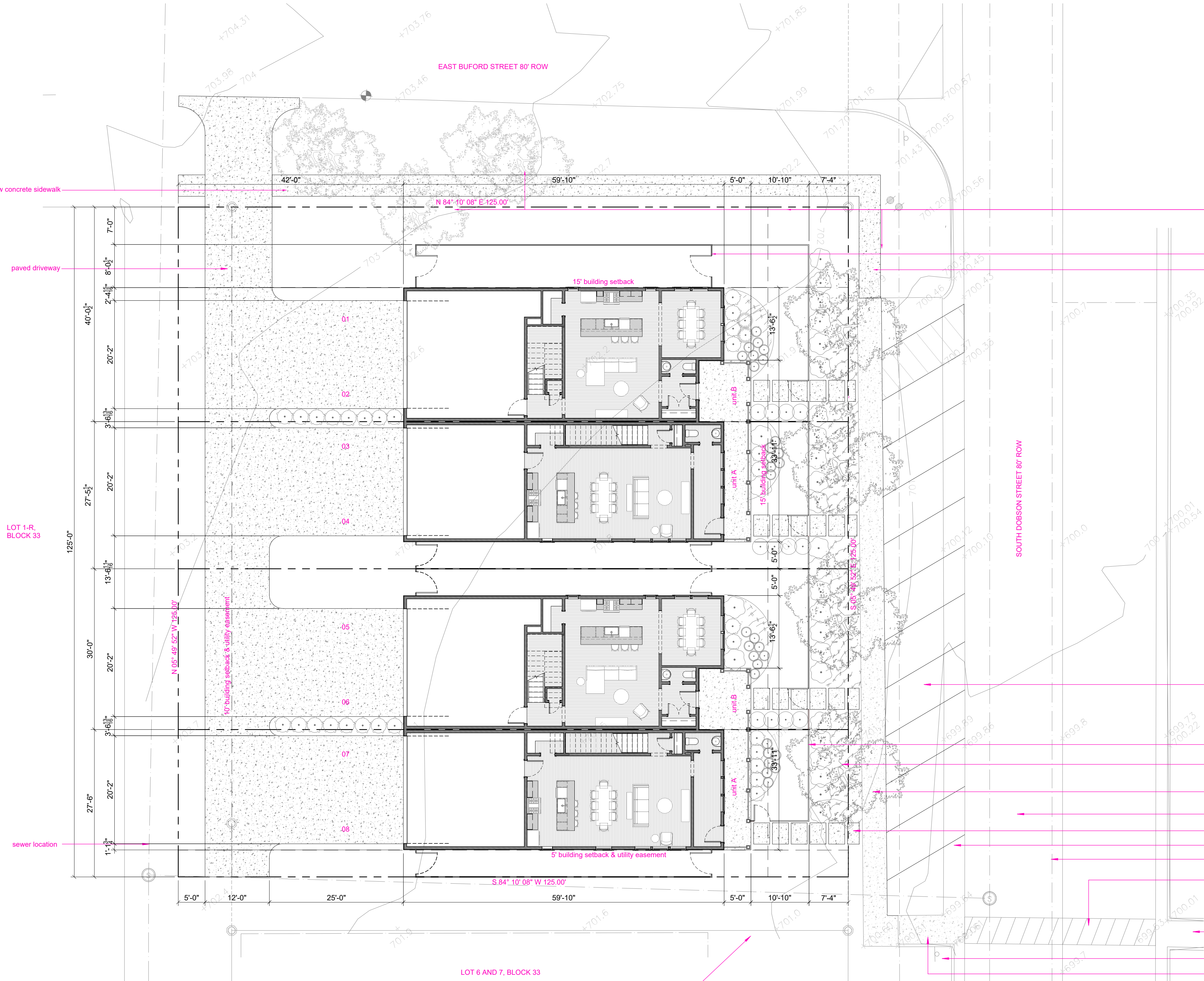
DRAWN BY: 10/16/23
PLOT DATE: 12/5/2023

EXTERIOR ELEVATIONS

a

A2.04

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1 SITE PLAN
AS1.01 3/32" = 1'-0"

Project Data:

Site: 0.3036 acres (13,225 sq ft)

Owner: Paul Jenkins,
Rhythm Ventures, LLC
5049 Edwards Ranch Rd
Fort Worth, TX 76109

Architect: Jessica Nelson,
Practice, an Architectural Office
829 W. Jefferson Blvd
Dallas, TX 75211

Lot: 8 and 9 of block 33

Parking required and provided: 2 spaces per
residence

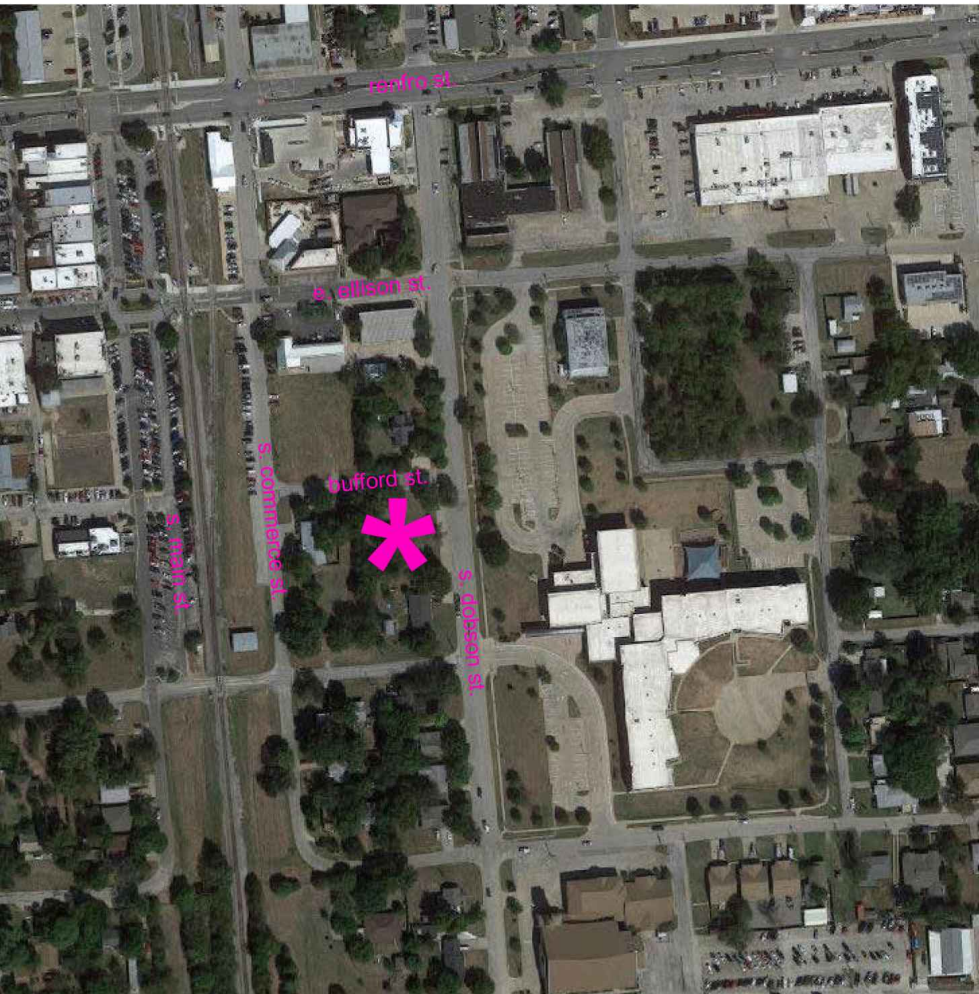
Zoning and Use: SFA, Townhomes

Lot coverage: 6,019 sf

existing trees to be preserved / protected , ref
landscape plans

8' tall white painted wood fence

new concrete sidewalk



existing asphalt parking

3' tall white painted picket fence

new trees and landscaping, ref
landscape plans

existing sidewalk

existing asphalt road

new concrete pavers

existing concrete

existing water line

existing cross walk

existing concrete ramp

existing fire hydrant

existing concrete ramp

existing chain link fence

PAPER SIZE
ANSI D (22X34)

PRACTICE an architectural office

829 W. Jefferson Blvd.
Dallas, TX 75208
817.602.2684



05 dec 2023

DOBSON TOWNHOMES

200 South Dobson Street
Burleson, Texas

PROJECT NO. C0069

ISSUE DATE 09 jan 2023

REV.	DESCRIPTION	DATE
1	city comments	11-13-2023
2	city comments	12-05-2023

DRAWN BY: wjnh
PLOT DATE: 12/05/2023

SITE PLAN

a

AS1.01

CITY OF BURLESON LANDSCAPE REQUIREMENTS

AREA	MINIMUM 20% OF LOT TO BE LANDSCAPED	
	REQUIRED	PROVIDED
MINIMUM AMOUNT OF LANDSCAPE AREA	13,221 X 20% = 2,644 SF	4,744 SF
MAXIMUM AMOUNT OF GRASS/ GROUND COVER	MAXIMUM 90% OF REQUIRED LANDSCAPING TO BE TURF/GROUND COVER MINIMUM 10% OF REQUIRED LANDSCAPING TO BE SHRUBS/ORNAMENTAL GRASSES	
	REQUIRED	PROVIDED
MINIMUM AMOUNT OF FRONT YARD LANDSCAPING	2,644 X 10% = 264 SF MIN SHRUB	344 SF SHRUB/ORNAMENTAL GRASS = 11% 2,761 SF TURF/GROUND COVER = 89%
	REQUIRED	PROVIDED
RDW FRONTAGE LANDSCAPE	10 FT LANDSCAPE STRIP REQUIRED AT STREET RDW	
	REQUIRED	PROVIDED
10' LANDSCAPE STRIP	10' MINIMUM LANDSCAPE STRIP	
	ONE 3" CANDPY TREE REQUIRED PER EACH 60 FT. OF RDW	
REQUIRED	PROVIDED	
	115 LF/60 = (2) TREES 115 LF/60 = (2) TREES	(2) TREES (2) TREES
ONE 5 GAL SHRUB REQUIRED PER EACH 5 FT. OF RDW		
	REQUIRED	PROVIDED
115 LF/5 = (23) SHRUBS 115 LF/5 = (23) SHRUBS	(23) SHRUBS (23) SHRUBS LOCATED THROUGH OUT SITE	
PARKING LOT LANDSCAPING	A 162 SF LANDSCAPE ISLAND FOR EACH 12 PARKING SPACES	
	REQUIRED	PROVIDED
(9 SPACES / 12) X 126 = 95 SF	497 SF OFF SITE	
	9 SPACES / 12 = (1) TREES	(1) EXISTING TREES
LANDSCAPE CREDITS		

PLANTING NOTES:

1. PLANT SIZE, TYPE, AND CONDITION SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
2. ALL PLANT MATERIAL TO BE NURSERY GROWN STOCK.
3. CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF ALL PLANT MATERIAL UNTIL PROJECT ACCEPTANCE.
4. ALL CONTAINER GROWN PLANTS TO HAVE FULL, VIGOROUS ROOT SYSTEM, COMPLETELY ENCOMPASSING CONTAINER.
5. ALL PLANTS WELL ROUNDED AND FULLY BRANCHED. ALL TREES WITH SPREAD 2/3 OF HEIGHT.
6. CONTRACTOR TO PROVIDE OWNER WITH PREFERRED MAINTENANCE SCHEDULE OF ALL PLANTS AND LAWNS.
7. MAINTAIN/PROTECT VISIBILITY TRIANGLE WITH PLANT MATERIAL PER CITY STANDARDS AT ALL ENTRANCES TO SITE.
8. PREP ENTIRE WIDTH OF ALL DEFINED PLANTING BEDS WITH MIX AS OUTLINED IN SPECS. WHERE SHRUBS ARE LOCATED ALONG CURB, SET SHRUBS BACK FROM CURB 3 FT.
9. SEE DETAIL SHEET FOLLOWING FOR PLANTING DETAILS.
10. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL UTILITIES, INCLUDING BUT NOT LIMITED TO TELEPHONE, TELECABLE, ELECTRIC, GAS, WATER AND SEWER. ANY DAMAGE TO UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER.
11. EXISTING TREES ARE SHOWN TO REMAIN, CONTRACTOR SHALL PRUNE ONLY ON APPROVAL OF CITY ARBORIST. WORK TO INCLUDE REMOVAL OF ALL SUCKER GROWTH; DEAD AND DISEASED BRANCHES AND LIMBS; VINES, BRIARS AND OTHER INVASIVE GROWTH; AND ALL INTERFERING BRANCHES. MAKE ALL CUTS FLUSH TO REMAINING LIMB. RETAIN NATURAL SHAPE OF PLANT. ALL WORK SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
12. QUANTITIES ARE PROVIDED AS A COURTESY AND NOT INTENDED FOR BID PURPOSES. CONTRACTOR TO VERIFY PRIOR TO PRICING.
13. INSTALL EDGING BETWEEN LAWN AND PLANTING BEDS. REFER TO SPECIFICATIONS. FILE ALL CORNERS SMOOTH.
14. INSTALL CUREX BLANKET (OR EQUAL) PER MANUFACTURES INSTRUCTIONS ON ALL GROUND COVER/SHRUB BEDS WITH A SLOPE OF 4:1 OR GREATER.
15. AT TIME OF PLAN PREPARATION, SEASONAL PLANT AVAILABILITY CANNOT BE DETERMINED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE AND RESERVE ALL B&B PLANTS WHEN AVAILABLE IN CASE ACTUAL INSTALLATION OCCURS DURING THE OFF-SEASON. PURCHASE AND HOLD B&B PLANTS FOR LATE SEASON INSTALLATION.
16. BERM ALL PARKING LOT ISLANDS AS SHOWN ON ENCLOSED DETAIL SHEET. (BERMS MAY NOT BE SHOWN ON GRADING PLAN.)
17. PRIOR TO PLANTING, CONTRACTOR SHALL STAKE TREE LOCATIONS FOR OWNER APPROVAL.

NOTES:

1. TEMPORARY IRRIGATION WILL BE REQUIRED TO ESTABLISH TURF IN ALL OFF SITE DISTURBED AREAS WITHOUT A PERMANENT IRRIGATION SYSTEM.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM TREE CALIPER MEASUREMENT HEIGHT ABOVE GRADE AS REQUIRED BY TOWN.
3. NO LANDSCAPE PLANTINGS WITHIN 18" OF PARKING LOT CURBS.
4. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR AND SHALL MAINTAIN THE LANDSCAPING FOR 90 DAYS PAST THE FINAL INSPECTION.
5. TURF SHALL BE ESTABLISHED IN ALL DISTURBED AREAS AS IDENTIFIED ON GRADING AND EROSION CONTROL PLAN.

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	REMARKS
TREES								
	QUE SHU	2	Quercus shumardii	Shumard Oak	3" Cal.	12' Height Min	As Shown	Single Straight Trunk
	ULM CRA	2	Ulmus crassifolia	Cedar Elm	3" Cal.	12' Height Min	As Shown	Single Straight Trunk
SHRUBS								
	ILE NAN	12	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	5 gal.		36" O.C.	
	MUH CAP	2	Muhlenbergia capillaris	Pink Muhly Grass	5 gal.		36" O.C.	
	MUH REV	30	Muhlenbergia reverchonii	Seep Muhly	3 gal.		24" O.C.	
	MYR DON	28	Myrica cerifera 'Don's Dwarf'	Don's Dwarf Wax Myrtle	5 gal.		48" O.C.	
	PIT TRI	29	Pittosporum tobira 'Dwarf Variegata'	Dwarf Variegated Pittosporum	5 gal.	18"-24"	36" O.C.	
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	REMARKS
GROUND COVERS								
	CYN DAC	7,009 sf	Cynodon dactylon	Bermudagrass	Solid Sod			
	LIR BIG	647	Liriope muscari 'Big Blue'	Big Blue Lilyturf	4" pots		12" O.C.	12" o.c.

CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING TREE AND SHRUB SIZES CONFORM TO CITY LANDSCAPE STANDARDS AND MITIGATION REQUIREMENTS.

REFERENCE NOTES SCHEDULE

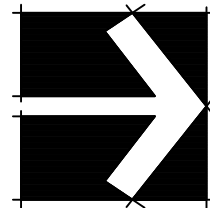
SYMBOL	01 GENERAL DESCRIPTION	QTY	DETAIL
01-01	Composite Edging	209 lf	

CAUTION!!!

UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT LINE LOCATES FOR FRANCHISE UTILITY INFO. CALL BEFORE YOU DIG.
TEXAS EXCAVATION SAFETY SYSTEM (TESS)
1-800-344-8377
TEXAS ONE CALL SYSTEMS
1-800-245-4545
LONE STAR NOTIFICATION CENTER
1-800-668-6344 EXT. 5

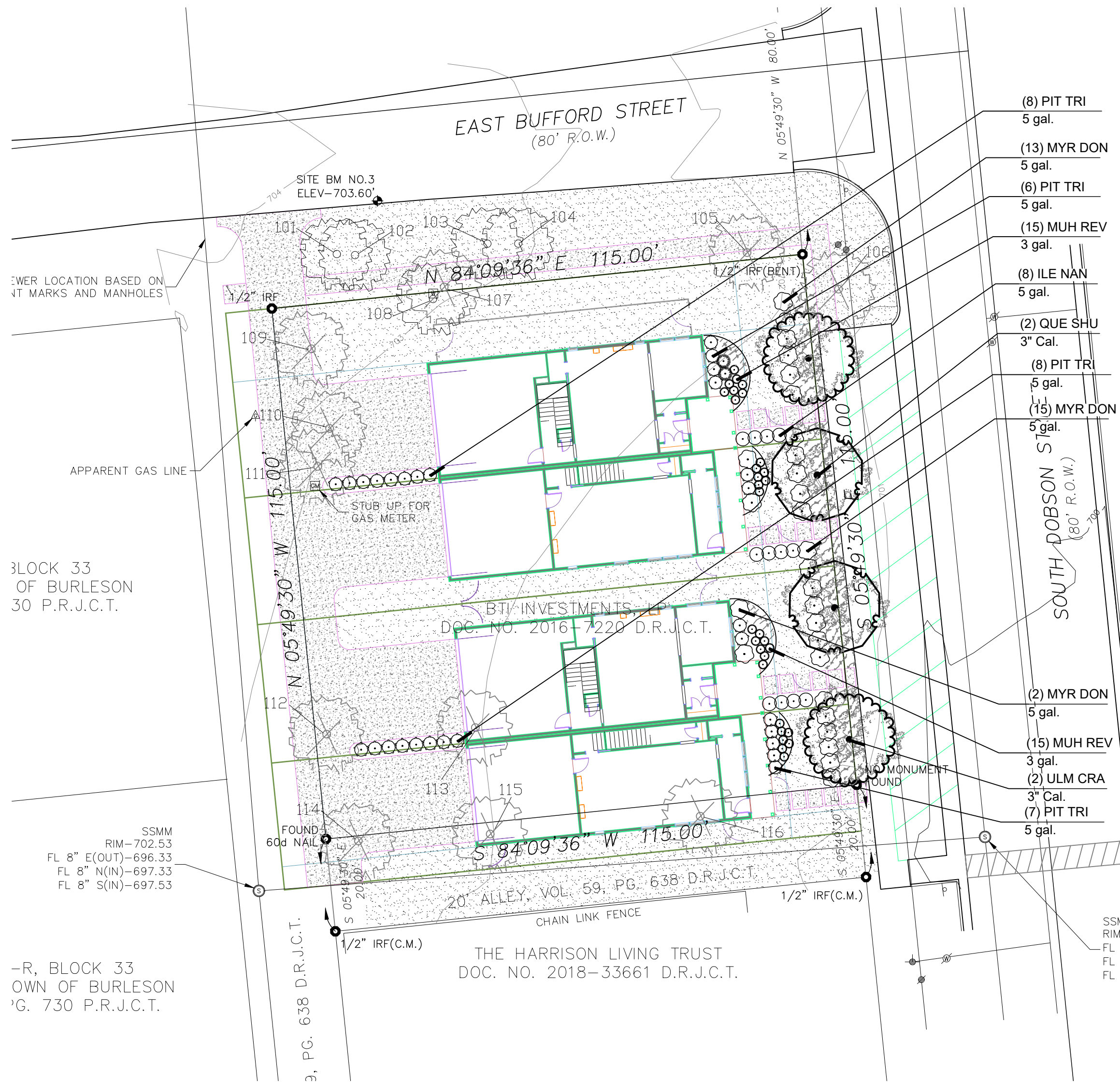


BEFORE YOU DIG...



SCALE: 1" = 20'-0"

LANDSCAPE PLAN

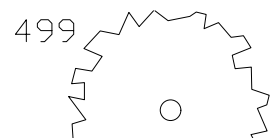


NO.	DBH	SPECIES	CONDITION	COMMENT	DISPOSITION
101	15"	HACKBERRY	FAIR-MISTLETOE	PRESERVE	OFF SITE
102	18"	ELM	FAIR-MISTLETOE	PRESERVE	OFF SITE
103	9"	HACKBERRY	FAIR-MISTLETOE	PRESERVE	OFF SITE
104	12"	HACKBERRY	FAIR-MISTLETOE	PRESERVE	OFF SITE
105	22"	ELM	FAIR-MISTLETOE	REMOVE	OFF SITE
106	22"	ELM	FAIR-MISTLETOE	REMOVE	OFF SITE
107	7"	HACKBERRY	FAIR-MISTLETOE	REMOVE	EXEMPT SPEC
108	8"	HACKBERRY	FAIR-MISTLETOE	PRESERVE	
109	13"	HACKBERRY	FAIR-MISTLETOE	REMOVE	
110	7"	OAK	GOOD	REMOVE	
111	12"	HACKBERRY	FAIR-MISTLETOE	REMOVE	
112	13"	HACKBERRY	POOR	REMOVE	
113	34"	PECAN	GOOD	REMOVE	
114	17"	HACKBERRY	FAIR-MISTLETOE	REMOVE	
115	48"	PECAN	POOR	REMOVE	
116	10"	HACKBERRY	FAIR-MISTLETOE	REMOVE	

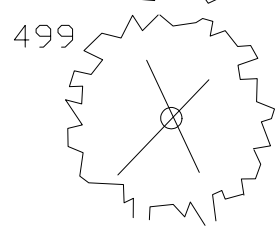
TOTAL MITIGATION REQUIRED

NO MITIGATION REQUIRED

LEGEND



EXISTING TREE TO BE PRESERVED/PROTECTED



EXISTING TREE TO BE REMOVED BY PERMIT

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Parks and Recreation Director
MEETING: February 20, 2024

SUBJECT:

Recommend approval of a contract with PlayWorks, Inc a sole source provider of PlayWell products for playground improvements to Meadowcrest Park in the amount of \$220,000. (*Staff Contact: Jen Basham, Parks and Recreation Director*)

SUMMARY:

Replacement of existing playground equipment with synthetic turf surfacing for accessibility at Meadowcrest Park.

RECOMMENDATION:

Staff recommends approving as presented.

FISCAL IMPACT:

The total of \$220,000 will be allocated from 4B Bond Funds

STAFF CONTACT:

Jen Basham
Parks and Recreation Director
jbasham@burlesontx.com
817-426-9201

Meadowcrest Park

February 20, 2024- City Council

Staff Presenter: Jen Basham, Director of Parks and Recreation

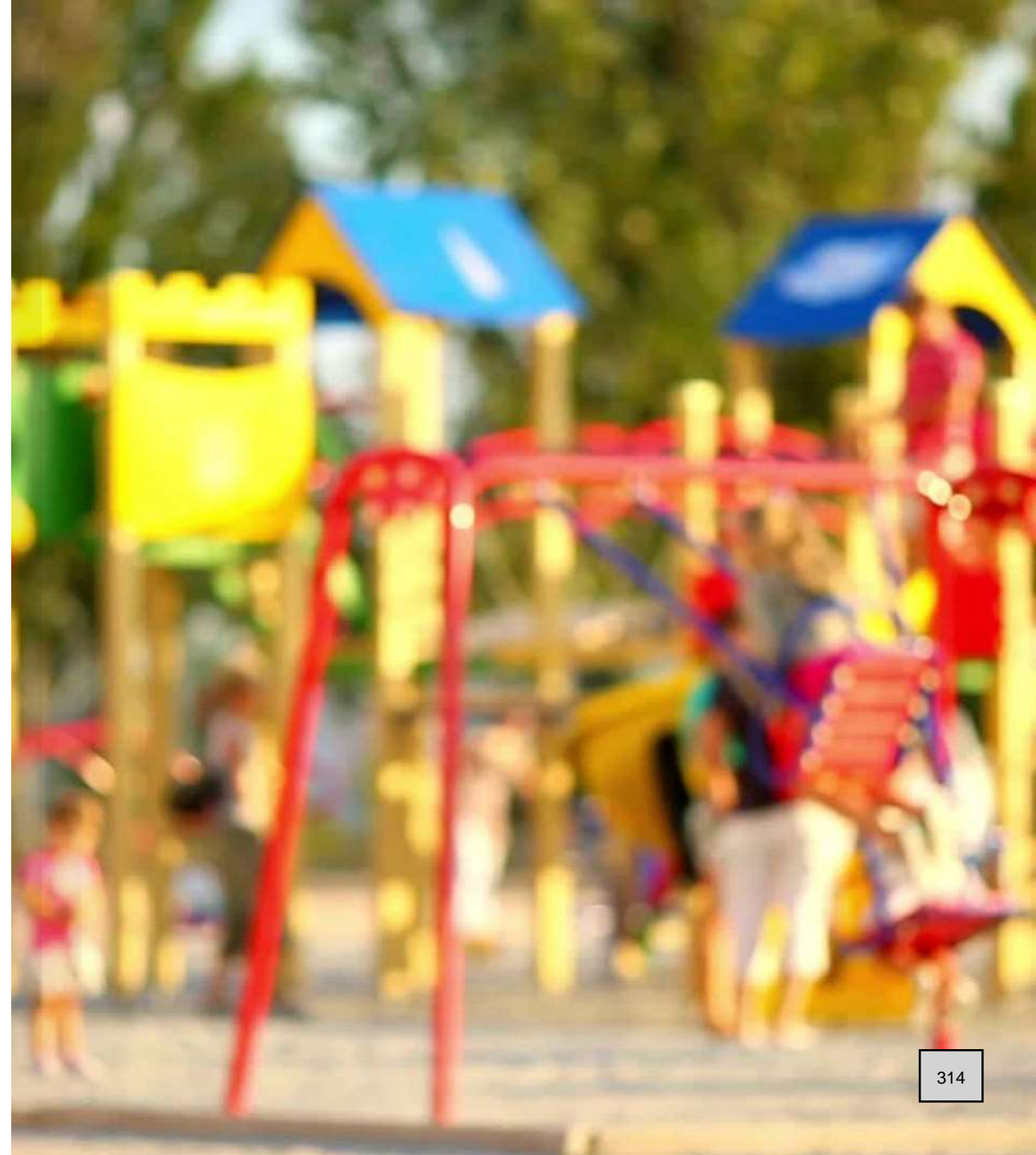


Overview

- Background
- Survey Data
- Playground Renderings
- Sports Court and Lighting
- Budget
- Timeline
- Action Options

Background

- Meadowcrest Park has been approved as a 2024 project in the Parks Capital Improvement Program
- This project has been budgeted with \$400,000
- Public engagement was completed utilizing the format approved by City Council
- 2 Rounds of surveys have been completed to determine what features and improvements should be included in final design
- 9 playground manufacturers submitted concepts based on survey and staff feedback with project budgets in mind
- 4 concepts were sent to the community for voting
- Pickleball Court installation was supported by community vote for sports court surface

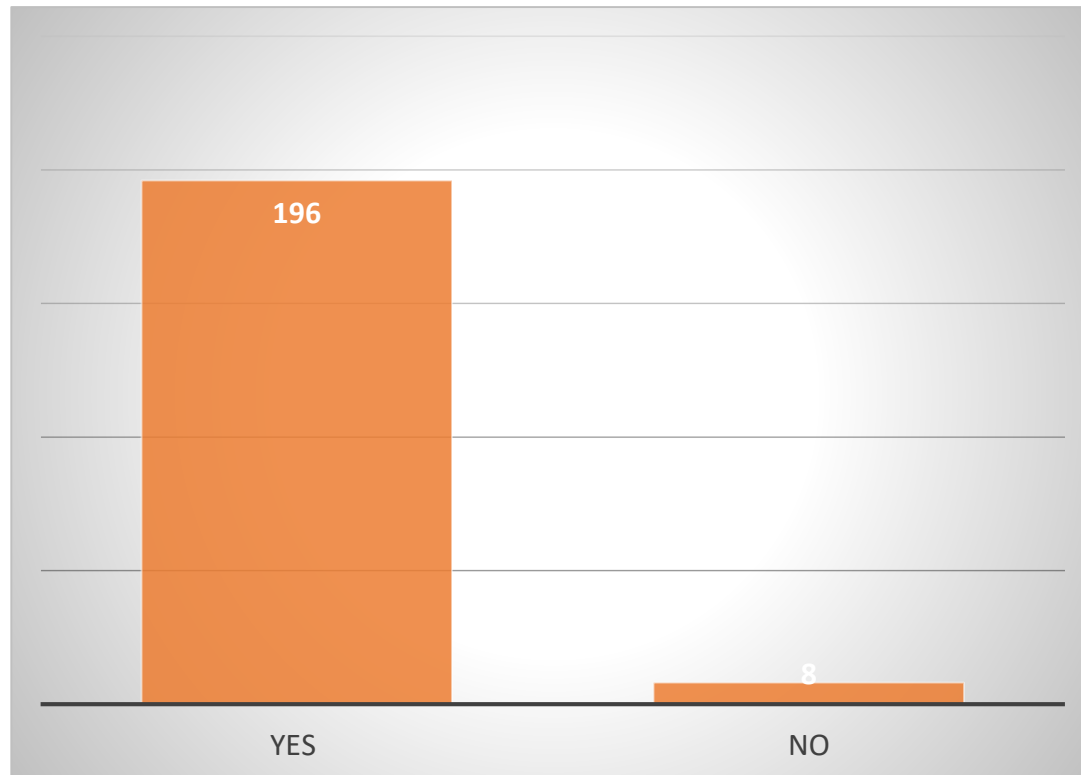


Survey Data

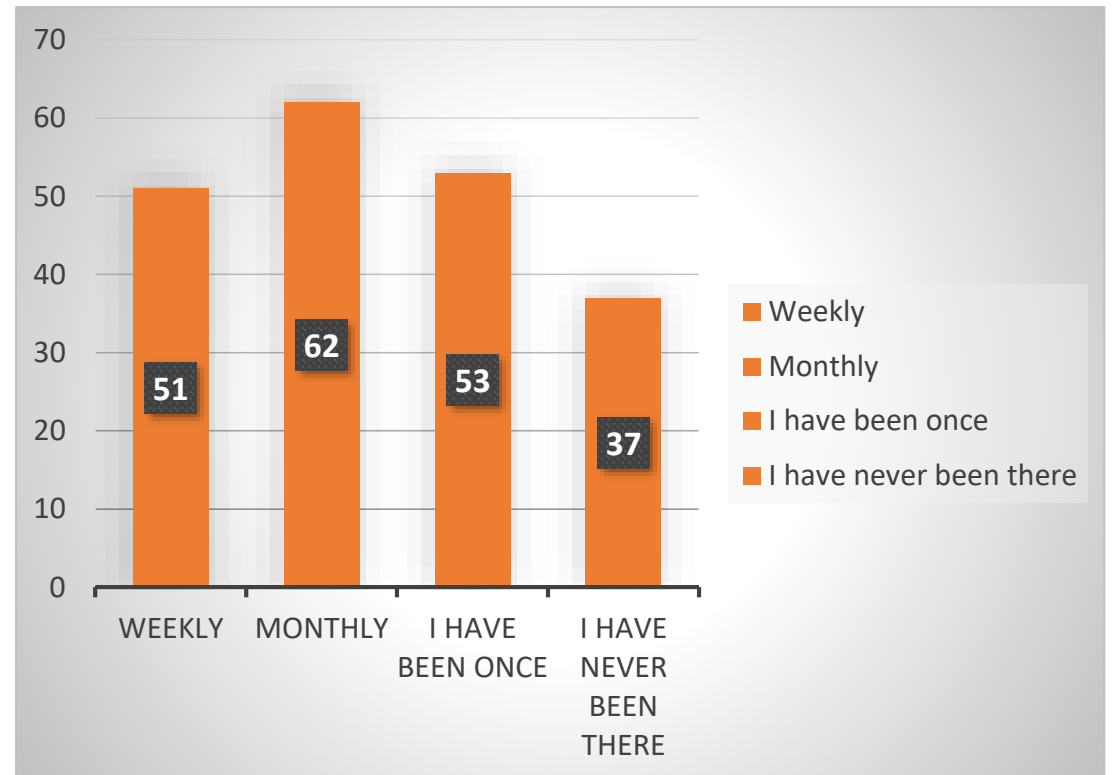
- Survey 1: 206 responses, open from October 30-November 20
 - Additional requests made for items: Increased lighting, exercise equipment replacement, security cameras, sod to add green space, and more trees
- Survey 2: 196 responses, open from January 16-January 28
 - Additional requests made for items: Dog Park, fitness equipment, outdoor activities for adults, more seating (tables and benches), more shade, trees, skate park, repairs to drainage issues, improvements to open space by adding turf
- Total Response: 402 responses

Survey 1

Are you a Burleson Resident?

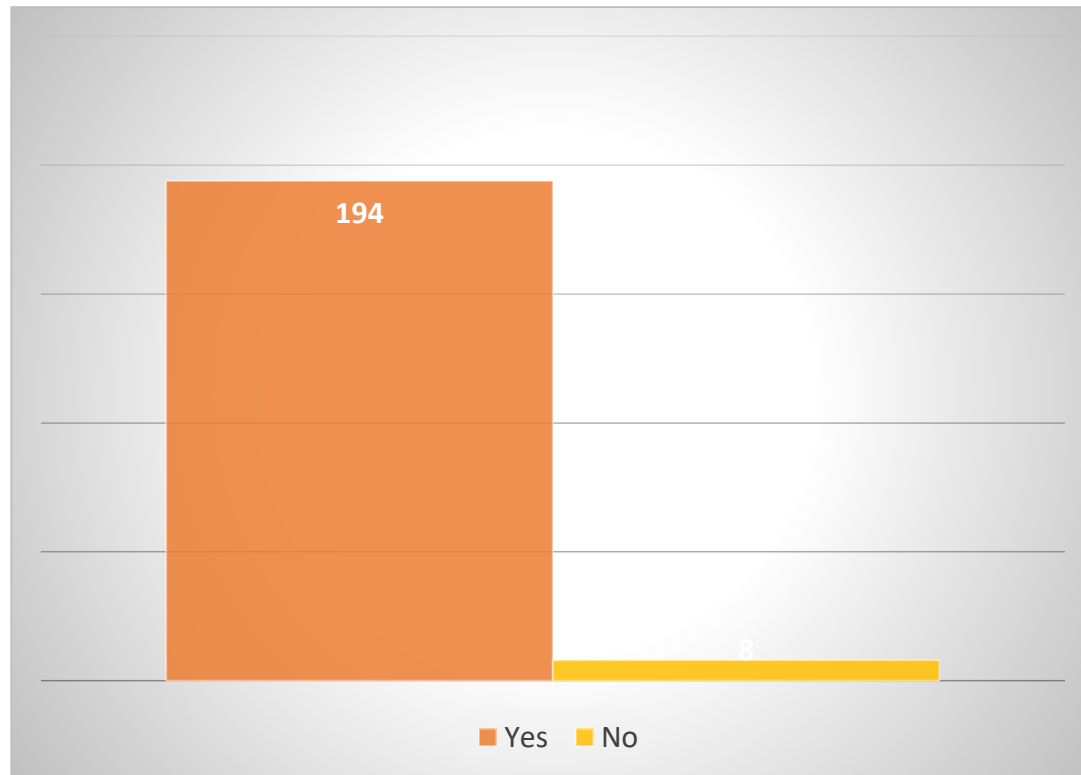


How often do you visit Meadowcrest Park?



Survey 1

Do you bring children to Meadowcrest Park? For example, grandparents, parents, caregiver, etc.

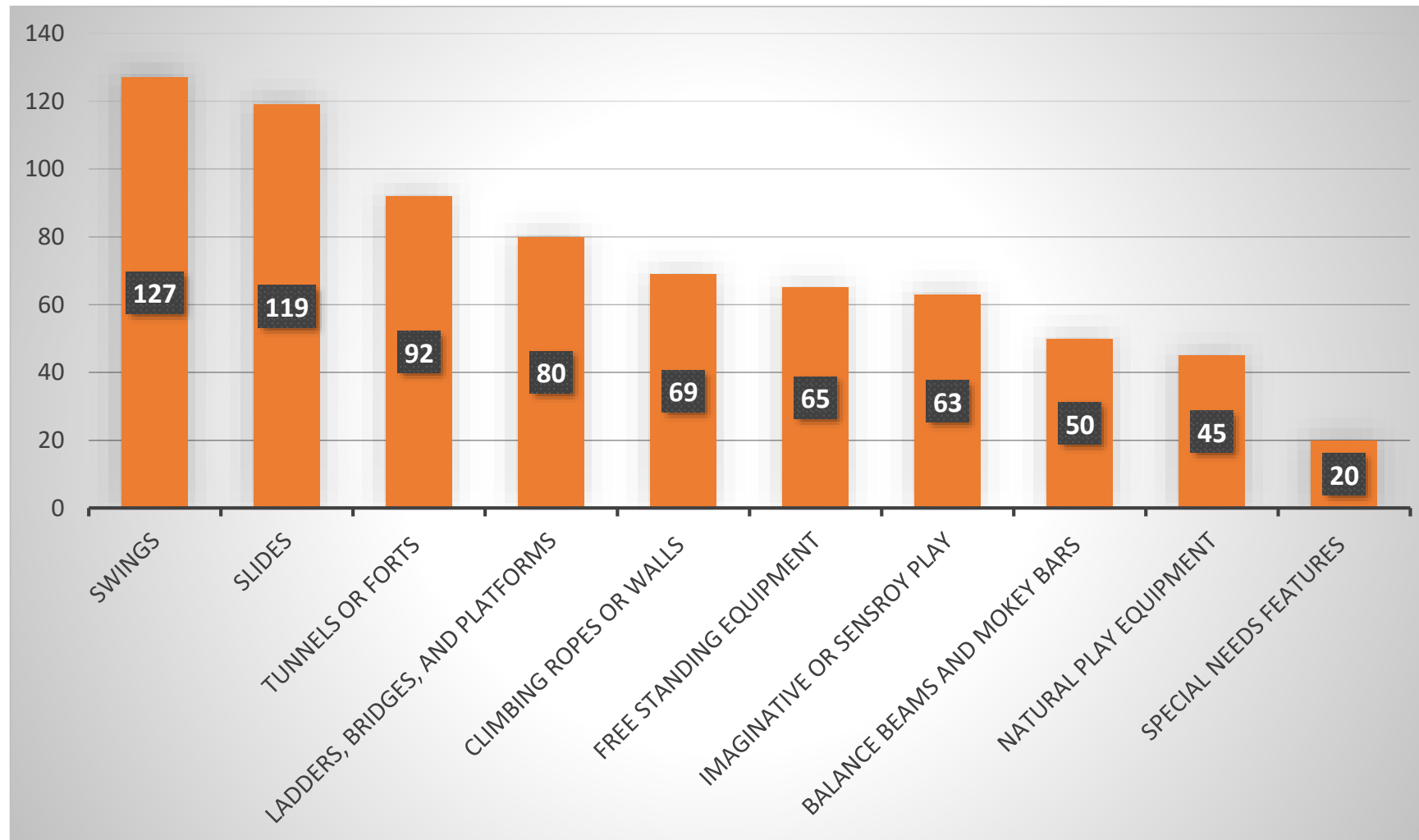


What are the ages of the children you bring to the park?



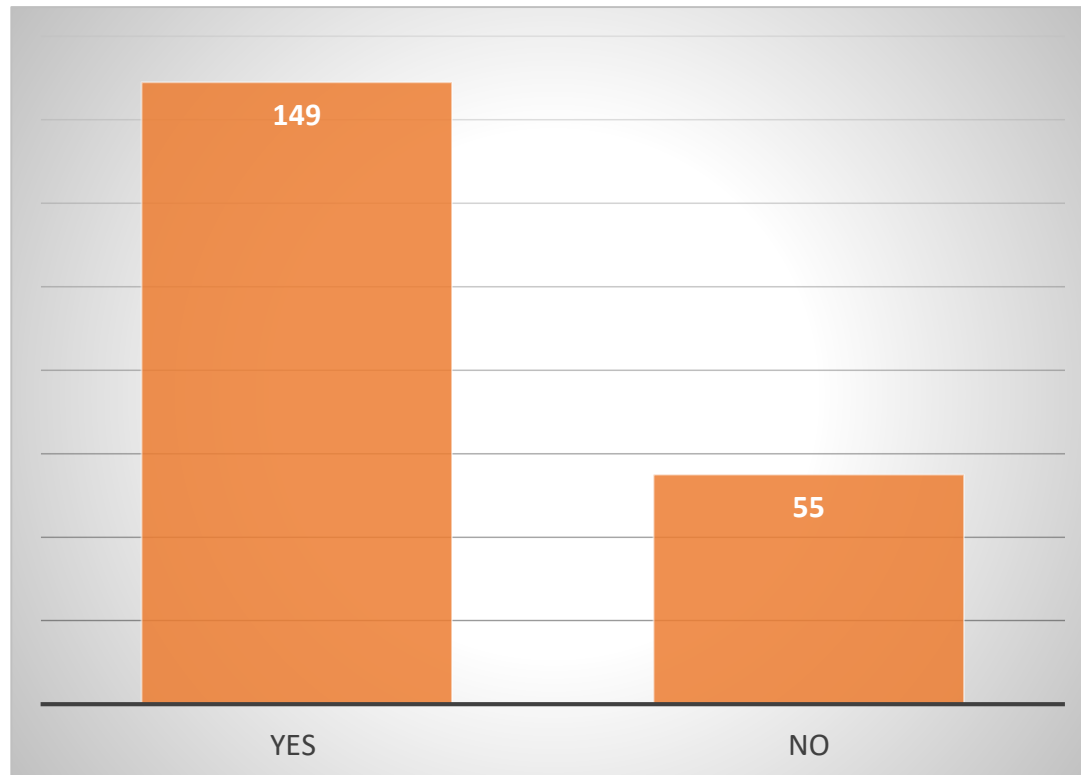
Survey 1

**What type of play equipment do the children in your household most enjoy?
Please select your top 3.**

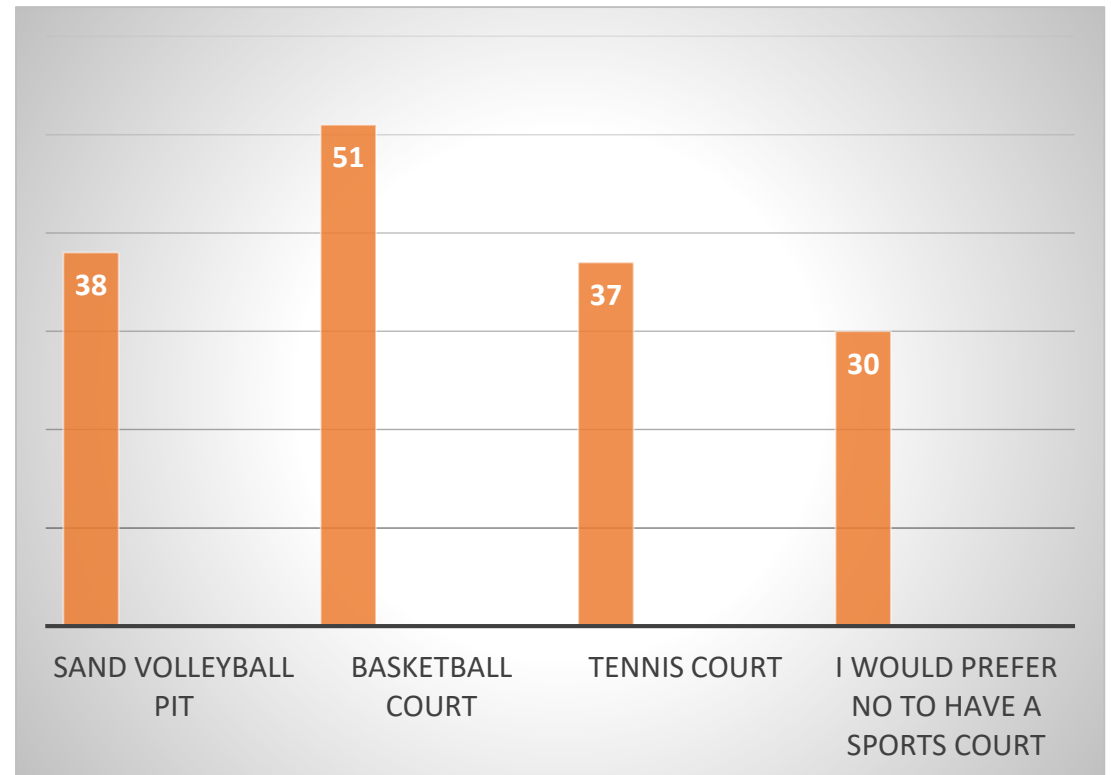


Survey 1

Based on community feedback, staff is considering a Pickleball court for this park. Do you support this?

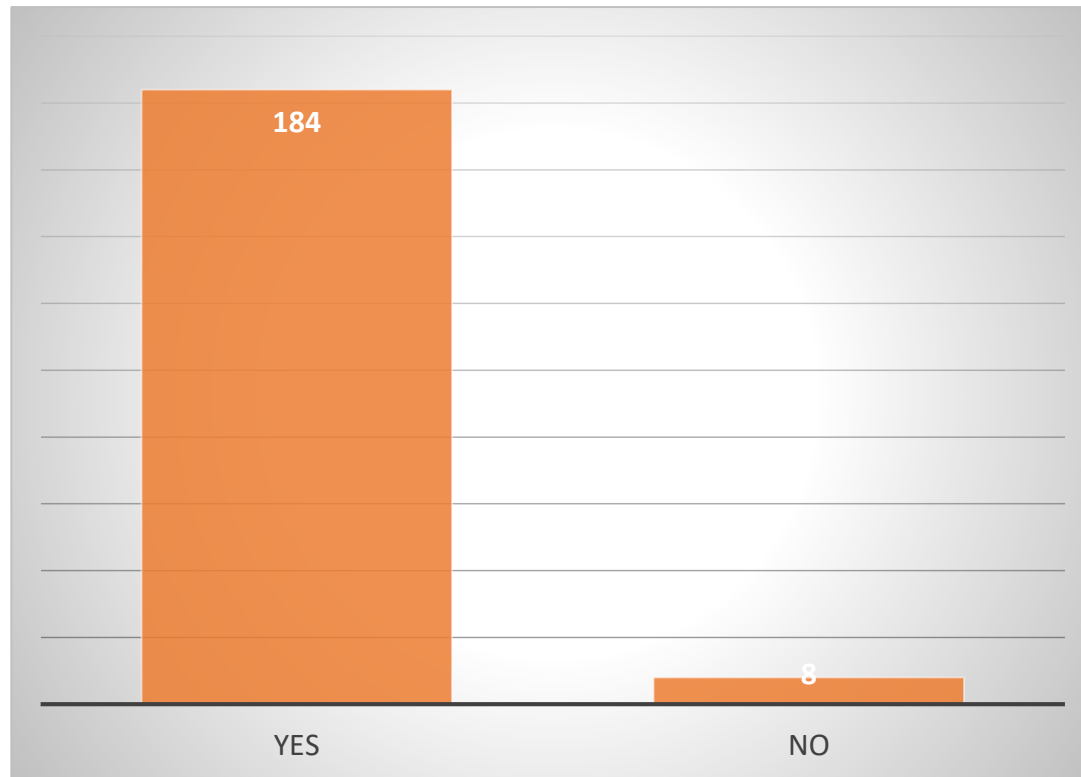


If not a Pickleball court, what type of court would you like to see?

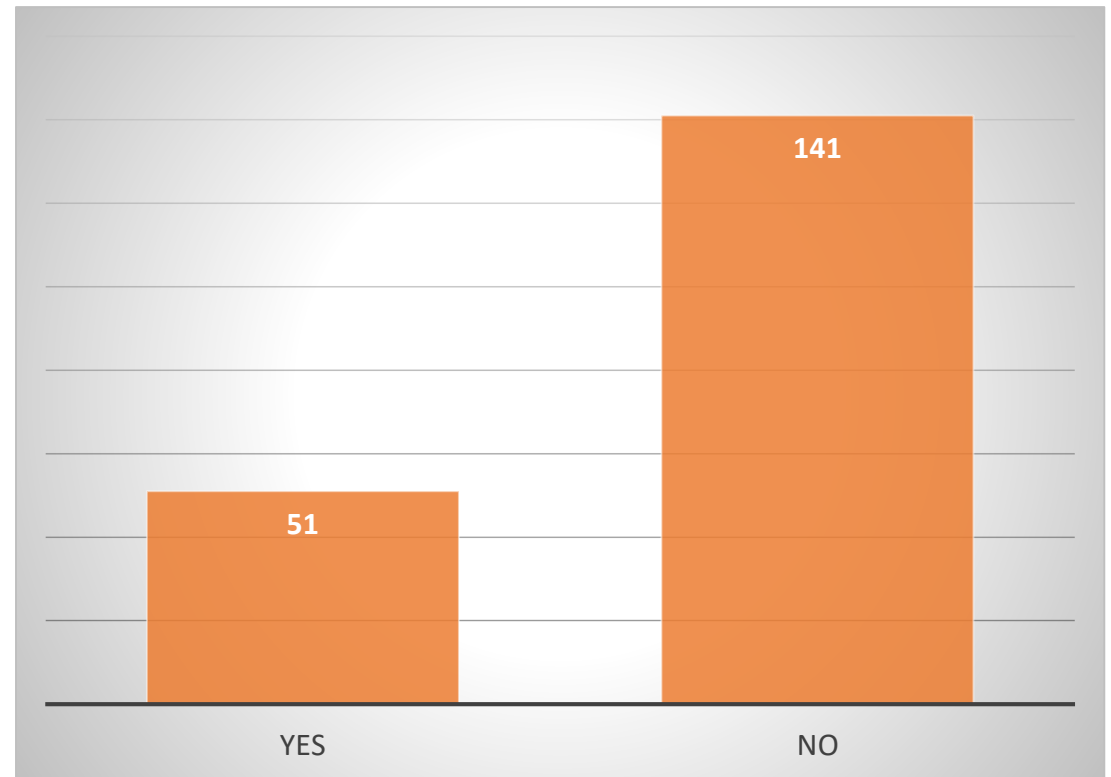


Survey 2

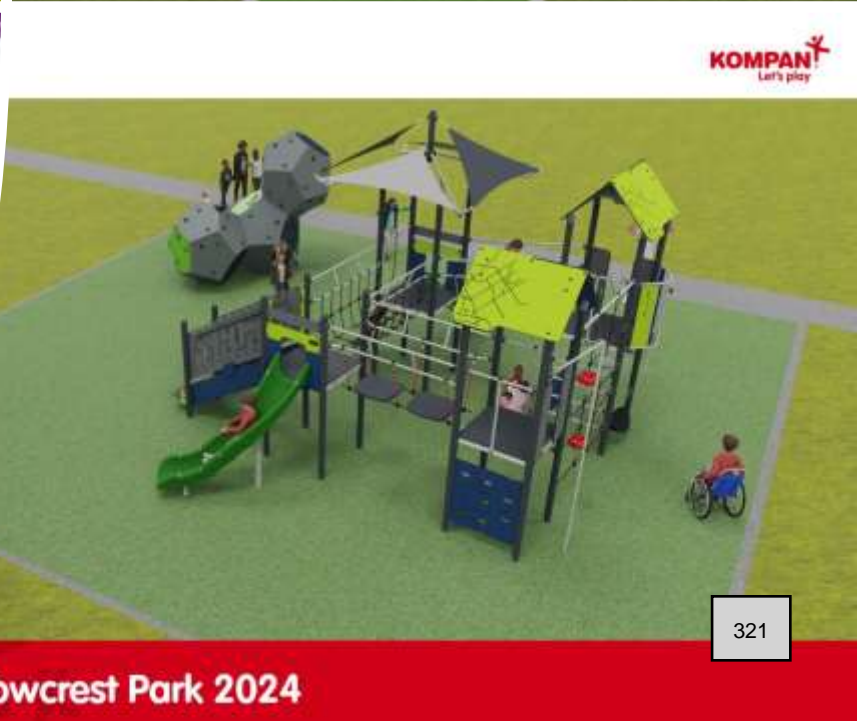
Are you a Burleson Resident?



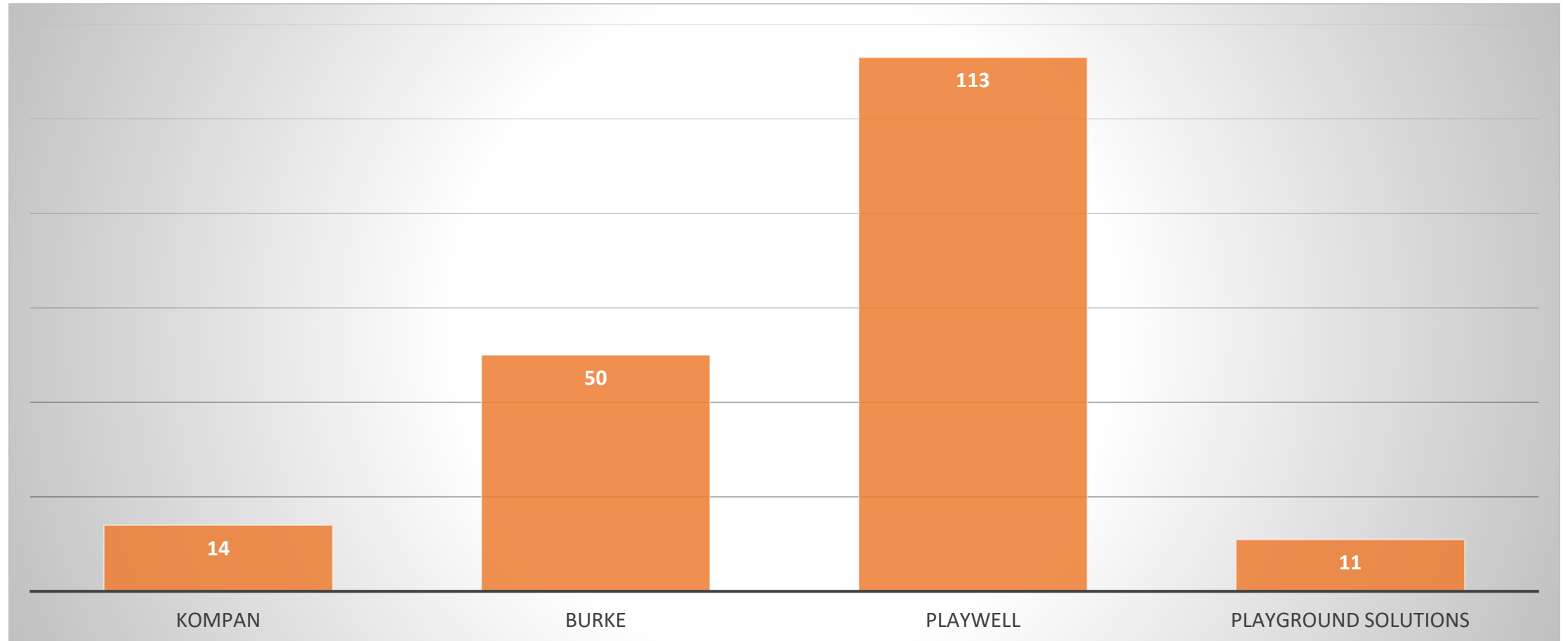
If you're a Burleson resident, do you live in the Meadowcrest Park neighborhood?



Playground renderings
for second round of
public engagement



Which playground option would you like to see at Meadowcrest Park?



Option 3

Playground features include:

Swings

- 1 inclusive seat
- 1 playshare seat
- 2 saddle swings

Slides

- 1 double slide
- 1 larger slide

Ladders, Bridges, and Platforms

- n/a

Climbing ropes or walls

- Climbing rope ladder

Free standing equipment

- Spin max pod
- 2 bay swing sets

Imaginative or sensory play elements

- 5 flower musical pieces
- Tuned drums
- Butterfly photo station

Inclusive features

- 1 inclusive swing seat
- Spin max pod
- Transfer steps - solid step access to slide platform
- Swing with saucer seat

Shade

- Shade over benches
- Integrated structure shading
- Shade over swing set



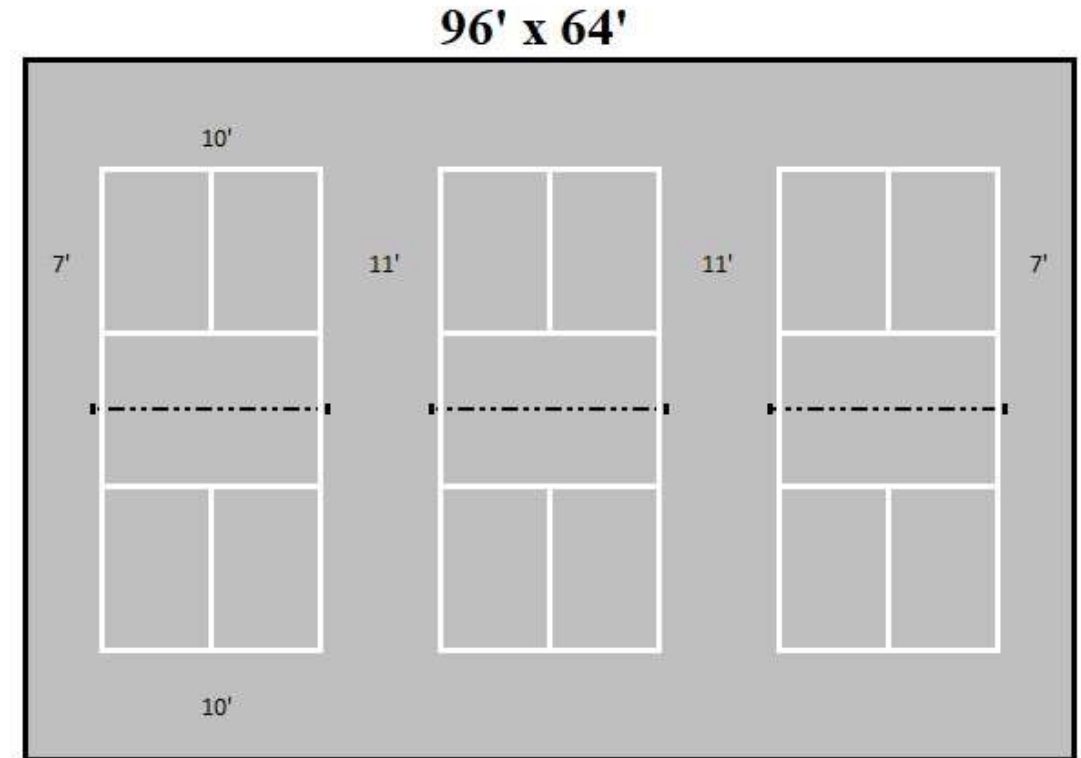




Sports Court and Lighting

Pickleball Court

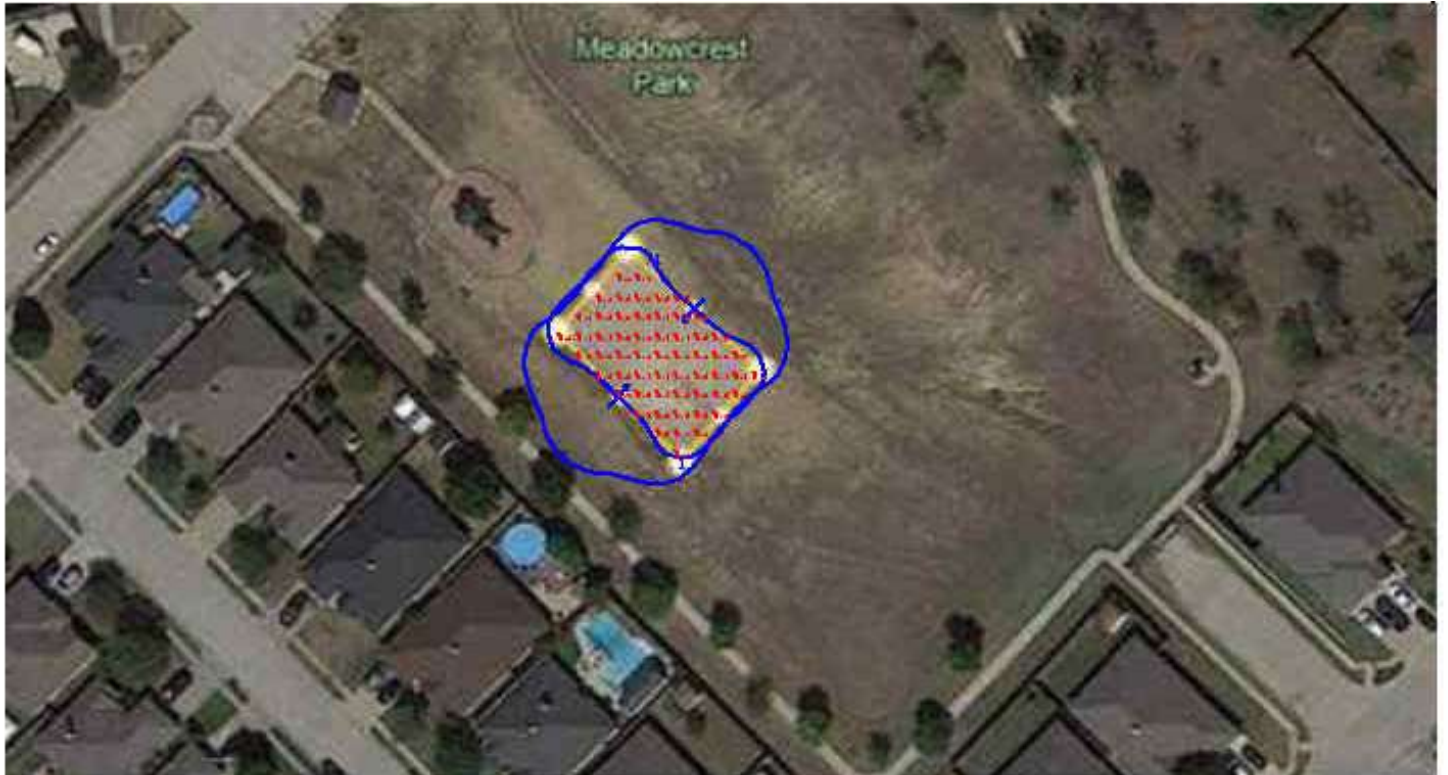
- 3 Pickleball courts
- 8 foot tall fencing with windscreen
- 3 permanent nets



Sports Court and Lighting

Solar Lighting

- 2- 20 foot poles



Budget- \$400,000

- Playground- \$220,000.00
- Pickleball Court- \$144,470.00
- Lighting- \$7,748.00
- Accessibility path to Pickleball court- \$5,000
- Total- \$377,218.00





Playground

Award:

Playwell for \$220,000.00

Deny:

Playwell for \$220,000.00

Pickleball Courts

3 Vendors Provided Quotes to verify getting best price from BuyBoard quote from Dobbs Tennis Courts LLC

- Quote Range
 - High:\$185,181.00
 - Low: \$144,470.00
- Recommended Award: Dobbs Tennis Courts LLC for \$144,470.00

Council Direction

Award: Dobbs Tennis Courts LLC for \$144,470.00

Deny: Dobbs Tennis Courts LLC for \$144,470.00



BuyBoard Current Vendors - Texas

Vendor	Address Line 1	City	State	ZIP	Effective	Expiration	Contract
The Penworthy Company, LLC(E)(I)(T)	219 N Milwaukee St. Ste.4	Milwaukee	WI	53202	6/1/2023	5/31/2026	Library Books, Used Textbooks, and Other Books 702-23
The Playground, Shade and Surfacing Depot(E)(I)(T)	200 N. Rufe Snow Drive	Keller	TX	76248	10/1/2022	9/30/2025	Parks and Recreation Equipment, Products, and Installation 679-22
The Playwell Group, Inc.(M)(E)(I)(T)	203A State Highway 46 East	Boerne	TX	78006	10/1/2022	9/30/2025	Parks and Recreation Equipment, Products, and Installation 679-22
The Prestigious Mark, Inc.(M)(E)(I)(T)	8611 N. New Braunfels Rd.	San Antonio	TX	78217	7/1/2022	6/30/2025	Awards, Trophies, and Personal Recognition Products 671-22
The Rosen Publishing Group, Inc.(E)(I)(T)	29 E. 21st Street	New York	NY	10010	6/1/2023	5/31/2026	Library Books, Used Textbooks, and Other Books 702-23
The Sign Depot(E)(I)(T)	2720 N. 10th St.	McAllen	TX	78503	12/1/2023	11/30/2026	Copy-Print and Document Management Services 716-23
The Slide Experts, Inc.(E)(I)(T)	511 Nob Hill Trail	Franktown	CO	80116	6/1/2023	5/31/2026	Swimming Pool Chemicals, Supplies, and Equipment 701-23
The Soccer Corner(E)(I)(T)	1420 Valwood Pkwy, #204	Carrollton	TX	75006	4/1/2022	3/31/2025	Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories 665-22
The Steam Team(E)(I)(T)	1904 W Koenig Lane	Austin	TX	78756	10/1/2022	9/30/2025	General Disaster Recovery and Restoration Services 675-22
The Stovall Corporation(E)(I)(T)	P.O. Box 1163	Kennedale	TX	76060	7/1/2022	6/30/2025	Fueling Systems and Equipment 673-22
The String and Horn Shop, Inc.(E)(I)(T)	119 North Main St.	Bryan	TX	77803	9/1/2023	8/31/2026	Musical Instruments, Equipment, Supplies, and Repair 712-23
The Tamis Corporation(E)(I)(T)	10700 Frankstown Rd.	Pittsburgh	PA	15235	6/1/2023	5/31/2026	Highway Safety and Traffic Control Products 703-23
The Tree House, Inc.(E)(I)(T)	P.O. Box 413	Norwood	MA	02062	6/1/2023	5/31/2026	Copy/Office Paper and Toner Supplies 707-23
The Tuba Exchange, Inc.(E)(I)(T)	PO Box 12693	Durham	NC	27709	9/1/2023	8/31/2026	Musical Instruments, Equipment, Supplies, and Repair 712-23
The Urban Circle, LLC(M)(E)(I)(T)	10223 Broadway St Ste P 446	Pearland	TX	77584	7/1/2022	6/30/2025	Awards, Trophies, and Personal Recognition Products 671-22
The Woodwind and Brasswind(E)(I)(T)	5795 Lindero Canyon Road	Plano	TX	75074	9/1/2023	8/31/2026	Musical Instruments, Equipment, Supplies, and Repair 712-23

(M) - MWBE (E) - EDGAR Received (D) - Designated Dealer (I) - No Israel Boycott (T) - No Foreign Terrorist Orgs

August 1, 2023

Sent via email to: maria@playwellgroup.com

Maria Powell
The Playwell Group, Inc.
203A State Highway 46 East
Boerne TX 78006

Re: Parks and Recreation Equipment, Products, and Installation
BuyBoard Contract 679-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Parks and Recreation Equipment, Products, and Installation, Contract 679-22 effective 10/1/2022 through September 30, 2023, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through September 30, 2024.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

August 4, 2022

Sent Via Email: maria@playwellgroup.com

Maria Powell
The Playwell Group, Inc.
203A State Highway 46 East
Boerne, Tex 78006

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 679-22, Parks and Recreation Equipment, Products, and Installation Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 10/01/2022 through 9/30/2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 679-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,



Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



August 9, 2022

Sent Via Email:maria@playwellgroup.com

Maria Powell
The Playwell Group, Inc.
203A State Highway 46 East
Boerne, Tex 78006

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 679-22, Parks and Recreation Equipment, Products, and Installation Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 10/1/2022 through 9/30/2022, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 679-22 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,

v.02.01.2021



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Parks and Recreation
Equipment, Products, and Installation Services

Proposal Due Date/Opening Date and Time:
April 28, 2022, at 4:00 PM

Proposal Invitation Number: 679-22

Location of Proposal Opening:

Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Term: October 1, 2022, through
September 30, 2023, with two possible one-year
renewals.

Anticipated Cooperative Board Meeting Date:
August 2022

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

The Playwell Group, Inc.
Name of Proposing Company

4/8/2022
Date

203A State Highway 46E
Street Address

Maria Powell
Signature of Authorized Company Official

Boerne, TX 78006
City, State, Zip

Maria Powell
Printed Name of Authorized Company Official

800-726-1816
Telephone Number of Authorized Company Official

Business Manager
Position or Title of Authorized Company Official

505-821-6726
Fax Number of Authorized Company Official

75-2658108
Federal ID Number



PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: 



5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

- ☐ My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: 



RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer**.
☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name

Address

City

State

Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☒ Yes ☐ No

Initial: 



No BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: 



NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (✓) all that apply:

- ☒ I certify that my company has been certified as a HUB in the following categories:
- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| <input checked="" type="checkbox"/> Minority Owned Business | <input checked="" type="checkbox"/> Women Owned Business |
| <input type="checkbox"/> Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) | |

Certification Number: 1752658108100

Name of Certifying Agency: HUB

- ☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: MP



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: 



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

☒
☐

No; Deviations

Yes; Deviations

List and fully explain any deviations you are submitting:

Initial: 



VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**



CONFIDENTIAL / PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:



NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.



YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)

Initial: 



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



NO, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.



YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: 



EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which **may** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial:



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☒ **YES**, I agree.

☐ **NO**, I do not agree.


5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: 
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6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: 



10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: 



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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

The Playwell Group, Inc
Company Name

Maria Powell
Signature of Authorized Company Official

Maria Powell
Printed Name and Title

4/11/2022
Date



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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (*Optional*)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

The Playwell Group, Inc.

(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☒ Corporation ☐ Limited Liability Company ☐ Partnership
 ☐ Other (Specify: _____)

State of Incorporation (if applicable):

Texas

Federal Employer Identification Number:

75-2658108

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: (Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)

The Playwell Group, Inc.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
The Playwell Group, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
203A State Highway 46 East

6 City, state, and ZIP code
Boerne, TX 78006

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

75 - *2658108*

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Maria Powell* Date ► *3/9/2022*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you may be subject to backup withholding. See What is backup withholding later.



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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 1,776,488.14 (The period of the 12-month period is 1/1/21 / 12/31/21). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	N		
4. Sourcwell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	Y	Y - 10 years	Playground Equipment
7. Choice Partners	Y	Y - 3 years	"
8. The Interlocal Purchasing System (TIPS)	Y	Y - 10 years	"
9. Other CES	Y	Y - 10 years	Sports Equipment

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 5%

Proposed Discount (%): 5%

Explanation: _____



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	Dallas ISD	Coy Frazier	972-925-3700	cfrazier@dallasisd.org	5%	8/200,000
2.	City of Dallas	Leong Lim	214-670-8700	leong.lim@dallascityhall.com	5%	35/900K
3.	Katy ISD	Mark Tiedt	281-396-6000	marktiedt@katyisd.org	5%	20/900K
4.	City of SA	Sandy Jenkins	210-207-2721	sandy.jenkins@sanantonio.gov	5%	20/900K
5.	City of El Paso	Manny Rivera	915-252-3386	jmriviera2@episd.org	5%	5/1Mil

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

Over the last 34 years, The PlayWell Group, Inc and Playworks, Inc. has been among the top 5 sales agencies of park, playground, shelters, and athletic equipment in the country. We are dedicated to supplying our customers with the best quality products for the best value. We market our products to a diverse array of clients in the school, church, daycare, municipality and other markets. Our mission, our vision, and our values are all customer driven. We believe that if we do our jobs well, our efforts will be rewarded.

The PlayWell Group, Inc. and Playworks, Inc. has been a very solid company for the past 34 years due to its professionalism and integrity when doing business with existing customers as well as new customers. We value a strong work ethic and take ownership to ensure customer satisfaction with all projects. We have a well-trained group of individuals whose priority is to deliver outstanding results with every project no matter how big or small. We take pride with one-of-a-kind installation from the ground up. All our Sales Consultants are CPSI certified and well trained to assist with anything that does not grow in the park.

Sincerely,

Maria Powell

The PlayWell Group, Inc/Playworks, Inc.

203A State Highway 46 East

800-726-1816

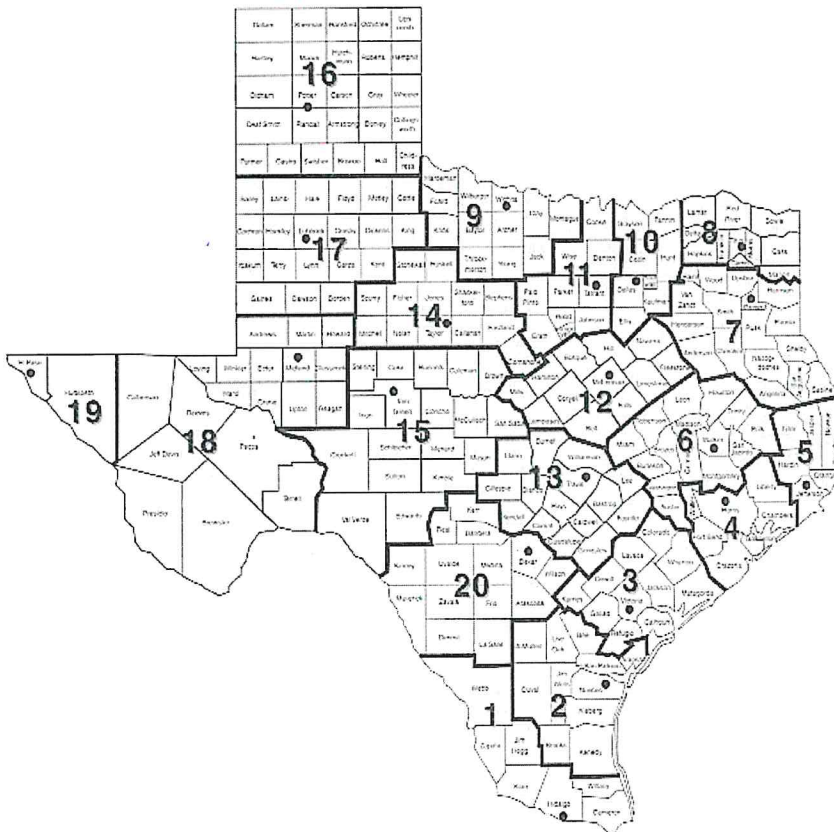


TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States. ✓

Alabama

Alaska

Arizona

* Arkansas

California (Public Contract Code 20118 & 20652)

* Colorado

Connecticut

Delaware

District of Columbia

Florida

Georgia

Hawaii

Idaho

Illinois

Indiana

Iowa

Kansas

Kentucky

Louisiana

Maine

Maryland

Massachusetts

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Jersey

* New Mexico

New York

North Carolina

North Dakota

Ohio

* Oklahoma

Oregon

Pennsylvania

Rhode Island

South Carolina

South Dakota

Tennessee

* Texas

Utah

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

The Playwell Group, Inc
Name of Vendor

Maria Powell
Signature of Authorized Company Official

679-22

Proposal Invitation Number

Maria Powell

Printed Name of Authorized Company Official

4/11/2022

Date



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LOCATION / AUTHORIZED SELLER LISTINGS

N/A

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)



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MANUFACTURER DEALER DESIGNATION

N/A

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (*attach W-9)



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

The Playwell Group, Inc. has been in business for over 33 years. It has a sister company that installations filter through for insurance purposes.

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

Attached

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Attached



4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

We would utilize architectural or engineering services apart of the Buyboard CO-OP should it be required.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

The Playwell Group is capable of providing services and guidelines with any project. We work with exclusive manufacturers to make sure we provide the best product. Our Sister company, Playworks, Inc services the installation portion.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

see attached

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

The Playwell Group, Inc. & Playworks, Inc. have a \$250,000 - \$500,000 bonding capacity. Actual bond approvals are required with each contracted project. Our certificate of insurance coverage meets all requirements for each project for large cities & school districts. None of our officers have been a debtor party to a bankruptcy, receivership, or insolvency.



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8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

NONE

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

N/A

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Attached



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12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

(505) 944-8418 Western Assurance (Rick Lackey)
3701 Paseo Del Norte NE
P.O. Box 94600
Albuquerque, NM 87199

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

Experience Modifier is not applicable to The Playwell Group on the Workers Compensation policy because it is based off a 3 year ratio of premium for the State of Texas and ours is below the \$10K policy. NO safety issues.

Proposal Invitation Questionnaire

Proposal No. 679-22

Page 35 Question #2 – All these projects were completed within the last 5 years.

Project Name: Districtwide Playground Improvements-El Paso ISD

Scope of Work: Upgraded playground equipment and receptacles for various elementary schools. Removal and disposal of playground system. Provide site plans and specifications for new systems. Installation of new playground, shelters, and site furnishings. Project is granted warranty upon audit and completion.

Aoy Elementary – 901 South Campbell Street, El Paso, TX 79901: 1 New Playground for Ages 5-12 with 1 new shelter and ground surfacing.

Clendenin and Hart Elementary-2701 Harrison Avenue and 1110 Park Street, El Paso, TX 79901: 2 shelters and ground surfacing

MacArthur Elementary Intermediate School-8101 Whitus Drive, El Paso, TX 79925: 2 custom playgrounds for ages 2-5 and 5-12 with 2 metal shelters and site furnishings, such as benches and trash receptacles. Ground Surfacing for both schools.

Budget value at \$1,000,000.00. Each playground is ADA compliant, age-appropriate.

Project Contact Info: Manny Rivera, PE

Project Manager
El Paso Independent School District
Facilities and Construction Department
6531 Boeing Drive
El Paso, TX 79925
Main: (915) 230-2000
Direct: (915) 230-2143

Project Name: Katy ISD-District Wide

Scope of work: Demo and installation of new playground system with border timbers and engineered wood fiber. Provide plans and specifications for new system with warranty upon completion. All ADA compliant and age-appropriate.

Over 26 Elementary Schools – Budget Value at \$1.5 million

Project Contact Info: Mark Tiedt

Katy Independent School District
Facilities and Construction Department
6301 South Stadium Lane
Katy, TX 77494
Main: (81) 396-6000

Project Name: City of San Antonio-City Wide Parks

Scope of work: Demo and installation of new playground system, shades, and fitness equipment.
Provide plans and specifications for new system with warranty upon completion. All ADA compliant and age-appropriate.

Over 26 City Parks – Budget Value at \$900,000.00

Project Contact Info: Sandy Jenkins

City of San Antonio

Parks And Recreation Department

PO Box 839976

San Antonio, TX 78283

Main: (210) 207-2064

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

Buyboard-Proposal Invitation Questionnaire-Question 3-PG.35

- ☐ Established - 1988 in Albuquerque, NM,
 - ☐ Owned By - Matisse Martinez, President and Jeff Popenoe, Vice President
- PlayWell Group, Inc. has been a very solid company for the past 33 years due to its professionalism and integrity when doing business with existing customers as well as new customers. We value a strong work ethic and take ownership to ensure customer satisfaction with all projects. We have a well-trained group of individuals whose priority is to deliver outstanding results with every project no matter how big or small. The staff is tenured and on standby for any assistance. Each member of our company is equipped with a broad knowledge in all type of playground equipment.
- Maria Powell – Business Manager – Will be your main point of contact for technical issues, project development, and product selection. maria@playwellgroup.com – 800-726-1816**
- James Robertson – Co-Owner – 2nd point of contact to Buyboard questions and solicitations. james@playwellgroup.com – 210-381-3467**

D/MWB / HUB Certified

- ☐ Texas Corporation
- ☐ Primary Markets - Schools, Local Park & Recreation, Apartments, Churches, Daycares, Military, State Parks, Head Starts
- ☐ Exclusively representing Playcraft Systems, Inc. and Icon Shelter Systems along many more
- ☐ Past Texas Recreation & Parks Society – Ex - Board Member, 7 years
- ☐ Territories – Texas, New Mexico, Oklahoma, Arkansas, and most recently added Colorado

Operational Offices-

Boerne, TX (San Antonio) - Customer Service/Support Center
203A State Highway 46 East
Boerne, TX 78006
Toll Free – 800-726-1816

Albuquerque, New Mexico
9430 San Mateo Blvd. NE, Unit G
Toll Free – 800-726-1816

Website – www.playwellgroup.com

Personnel-

- ☐ Sales Consultant Team

David Robertson, C.P.S.I. NE TX

James Robertson, C.P.S.I. Central Texas
Kerry Walsh, Southeast Texas, Houston
Carl Simmons C.P.S.I., Austin, Central Texas, Lea County, NM
Jeff Popenoe, C.P.S.I., North & Central New Mexico
Steven Janisch, Southeast Texas, Houston
Sara Partridge, ASLA, Austin, TX
Jeff Popenoe C.P.S.I., Lubbock, West Texas, Oklahoma Panhandle, Eastern New Mexico
James Robertson C.P.S.I., San Antonio, South Texas Rio Grande Valley
Amber Fitzgerald, Oklahoma City, Oklahoma
Rwandy Valdovinos, C.P.S.I., Southeast Texas
Frank Zamora, Dallas, TX
Jeff Popenoe, C.P.S.I., So. NM / El Paso County
Mitchell Wayman, C.P.S.I., Arkansas Area
Jason Gruwell, C.P.S.I., Colorado Area

☐ **Sales Support Team**

Pamela Johnston
Jodie Alamilla
Leonella Martinez
Carrie Chavez C.P.S.I., CAD Playground Design

☐ **Customer Service Team**

Maria Powell, Business Manager – **Buyboard Main Point of Contact**
Megan Dudley, Purchasing/ Parts / Warranty Service
Kaytlin Berry, Customer Service / Order Acknowledgements / Shipping

☐ **Additional Support Personnel**

Paul and Barb Gesner, Treasurer/Accounting – **Buyboard Point of Contact for Payment**

☐ **Executives –**

Matisse Martinez, President / Owner
Jeff Popenoe, Vice President / Owner
James Robertson, GM / Co-Owner – **2nd Point of Contact for any questions or solicitations**

Certified Installers Team-

Rex Playgrounds - Serving Oklahoma and Arkansas
John Walters, Owner

Evander Playscapes – serving all of Texas

Full Court Installers– serving the Valley

Wade Construction – Serving Southeast Texas
Aaron Marshal, Superintendent

Hansen & Prezzano – Serving New Mexico & El Paso County
Hep Prezzano, N.P.S.I., Partner
Brian Hansen, N.P.S.I., Partner

Groundbreakers, Inc. – Serving all of Colorado

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

Buyboard Marketing Strategy-No. 679-22

The PlayWell Group, Inc has a long history of using multiple approaches to marketing the products and services provided by us, our manufacturers, and our purchasing partners. We will continue to do so to ensure the growth and progress we have enjoyed over the years. It is our intention to promote BUYBOARD as the preferred purchasing medium for eligible organizations.

Mailings – PlayWell and its core manufactures, mail catalogs to all of our publically funded customers on an annual basis, as well as many privately managed entities.

Special Mailings – Throughout the year targeted mailings to various customer markets with “BID FREE PRODUCTS” labels affixed to the front of the appropriate product catalog.

Trade Shows – PlayWell participates in approximately 70 trade shows across our territory every year. “BID FREE PRODUCTS” labels will be attached to catalogs handed out at these shows. The standard BUYBOARD information will be offered where the attendees can participate in the cooperatives purchasing advantages.

Sales Consultants – All 16 of our sales consultant identifies the end user process for purchasing to ensure awareness of benefits via BUYBOARD. We will continue to provide Buyboard contract information on all quotes/estimates where BUYBOARD is an option.

The PlayWell Group, Inc. is heavily involved with the Texas recreations and park society. Our Vice President is a TRAPS Board member and will publicize BUYBOARD advantages at all meetings and trade shows.

The PlayWell Group, Inc. intends to continue and expand its mutually rewarding association with BuyBoard Purchasing Cooperative. We cover the states of Texas, New Mexico, Arkansas, Oklahoma, and most recent Colorado. We look forward to extending BuyBoard Purchasing Cooperative advantages to our existing and new customers.

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

Page 37 – Question #11

Depending on contract requirements, we may retain the services of a third party independent inspector to review our work in accordance to the contract documents and specifications. Our trained sales professionals are CPSI Certified and will also provide oversight in the field to synthesize communication between the installation project managers and the end user. Clients are also given very detailed O&M manuals and contact information should they have a product failure or warranty issue. Additionally, we have a replacement and warranty person dedicated to the task of identifying and addressing product failure in the field. We keep extensive information/documents as to the product failures (which are extremely rare) and warranty events and tie all paperwork back to the initial order for a seamless paper trail.

All projects, upon completion are audited for safety and warranties and maintenance manuals are provided. Length of warranty is based on manufacturer.



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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

The Playwell Group, Inc

Signature of Vendor Authorized Representative

Printed Name: _____

Maria Powell

Title: _____

Business Manager

Date: _____

4/11/2022

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- ☒ Reviewed/Completed: **Proposal Acknowledgements**
- ☒ Reviewed/Completed: **Felony Conviction Disclosure**
- ☒ Reviewed/Completed: **Resident/Nonresident Certification**
- ☒ Reviewed/Completed: **Debarment Certification**
- ☒ Reviewed/Completed: **Vendor Employment Certification**
- ☒ Reviewed/Completed: **No Boycott Verification**
- ☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Reviewed/Completed: **Historically Underutilized Business Certification**
- ☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- ☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- ☒ Reviewed/Completed: **Deviation and Compliance**
- ☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
- ☒ Reviewed/Completed: **Confidential/Proprietary Information**
- ☒ Reviewed/Completed: **EDGAR Vendor Certification**
- ☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☒ Reviewed/Completed: **Vendor Business Name**
- ☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system*)
- ☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Reviewed/Completed: **Governmental References**
- ☒ Reviewed/Completed: **Company Profile**
- ☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system*)
- ☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system*)
- ☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** (*Vendors serving outside Texas only*)
- ☒ Reviewed/Completed: **Local/Authorized Seller Listings**
- ☒ Reviewed/Completed: **Manufacturer Dealer Designation**
- ☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
- ☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** (*Optional*)
- ☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and Manufacturer Authorization Letters must be submitted with the Proposal or the Proposal will not be considered.*



PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Section I: Park Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.**
2. Discount (%) off catalog/pricelist for **Park and Playground Sports Equipment.**
3. Discount (%) off catalog/pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment).
4. Discount (%) off catalog/pricelist for **Park and Playground Drinking Fountains, Attachments, and Accessories.**
5. Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products.**
6. Discount (%) off catalog/pricelist for **Park and Playground Bikes.**
7. Discount (%) off catalog/pricelist for **Park and Playground Animal Washing Stations.**
8. Discount (%) off catalog/pricelist for **Aquatic Playground and Pool Equipment, Attachments, and Accessories.**
9. Discount (%) off catalog/pricelist for **Skate Park Products, Attachments, and Accessories.**
10. Discount (%) off catalog/pricelist for **Water Park Products, Attachments, and Accessories.**
11. Discount (%) off catalog/pricelist for **Lake, River and Waterway Equipment** (dock floats, decking, waterway barriers, buoys, markers, and similar related equipment).
12. Discount (%) off catalog/pricelist for **Shade Canopies and Structures, Attachments, and Accessories.**
13. Discount (%) off catalog/pricelist for **Fabric Buildings (Prefabricated) and Structures** (for use with multipurpose events, sports, storage, and similar related building use), **Attachments, and Accessories.**
14. Discount (%) off catalog/pricelist for **Portable Restrooms, Prefabricated Portable Park Buildings and Shelters** (picnic shelters, cabins, pavilions, and similar related portable buildings).
15. Discount (%) off catalog/pricelist for **Outdoor Bleacher and Seating Systems, Attachments, and Accessories.**
16. Discount (%) off catalog/pricelist for **Outdoor Barrier Netting Products** (fence screens, windscreens and graphics, bleacher screen and graphics).
17. Discount (%) off catalog/pricelist for **Fireworks Display Services** (services shall include the products, labor, licenses and resources necessary to coordinate and perform such displays for Cooperative members).
18. Discount (%) off catalog/pricelist for **All Other Parks and Recreation Equipment/Products, Attachments, and Accessories.**

Section II: Repair/Replacement Parts

19. Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products.**



PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32**.

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

Section III: Installation and Repair Service for Park and Playground Equipment and Products -

- 20. Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products -**
Not to Exceed labor rate for Installation/Repair Service of Equipment and Products.
- 21. Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products** (for labor as a percent (%) of the total cost of equipment/products to be installed).
- 22. Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 23. Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 24. Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 25. Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 26. Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 27. Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 28. Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 29. Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 30. Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 31. Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 32. Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

The Playwell Group, Inc. Information

Address: 4743 Iberia Avenue, Ste C
Dallas, TX 75207
Phone: (800) 726-1816
Fax: (800) 560-9150
Toll Free: (800) 726-1816
Web Address: www.playwellgroup.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Maria Powell

Signature

maria@playwellgroup.com

Email

Submitted at 4/28/2022 3:33:19 PM

Requested Attachments

BuyBoard Proposal Invitation No. 679-22 Parks and Recreation Equipment, Products, and Installation Services

Buyboard Proposal No. 679.22-Complete.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Company Profile

Company Profile-Buyboard 679-22.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W9 Form.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

Co-Op Pricing-2022.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s)

Manufacturer Authorization Letter.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s) in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer or a response on company letterhead explaining that the company is not required to submit an authorization letter.

Response Attachments

Playworks W9.pdf

Playworks W9 Form

ACORD Form 20220406-084629.pdf

COI

Playworks Buyboard Pricing.pdf

Playworks - Installation Pricing

Most Dependable Fountains.pdf

Most Dependable Fountains

Barks and Rec Price Sheet .pdf

Barks and Rec Price List

2022 - Cedar Forest Products.pdf

Cedar Forest

Modern Shade.pdf

Modern Shade

List of Manufacturers with Price Lists.xlsx

2022- Manufacturer List

Buyboard Marketing Strategy-679-22.docx

Marketing Strategy

Company Profile-Buyboard.docx

Company Profile

Manufacturer Authorization Letter.pdf

Manufacturer Letter

Zeager 2022 MSRP Pricing - Playwell.pdf

Zeager Pricing

Bid Attributes

1	Federal Identification Number Federal Identification Number <div>75-2658108</div>
2	HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees 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. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

5 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☒ Minority Owned Business (Yes)

7 Women Owned Business

Women Owned Business

☒ Women Owned Business (Yes)

8 Service-Disabled Veteran Owned Business

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ Service-Disabled Veteran Owned Business (Yes)

9	Certification Number Certification Number <input style="width: 90%;" type="text" value="1752658108100"/>
10	Name of Certifying Agency Certifying Agency <input style="width: 90%;" type="text" value="HUB"/>
11	Non-MWBE/HUB My company has NOT been certified as a MWBE/HUB <input type="checkbox"/> <i>Non-HUB (Yes)</i>
12	Vendor General Contact Information Proposal/Contract General Contact Information
13	Vendor Proposal/Contract Contact Name Vendor Proposal/Contract Contact Name <input style="width: 90%;" type="text" value="Maria Powell"/>
14	Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address <input style="width: 90%;" type="text" value="maria@playwellgroup.com"/>
15	Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address <input style="width: 90%;" type="text" value="203A State Highway 46 East"/>
16	Vendor Proposal/Contract Mailing Address - City Vendor Proposal/Contract Mailing Address - City <input style="width: 90%;" type="text" value="Boerne"/>
17	Vendor Proposal/Contract Mailing Address - State Vendor Proposal/Contract Mailing Address - State (Abbreviate State Name) <input style="width: 90%;" type="text" value="Tex"/>
18	Vendor Proposal/Contract Mailing Address - Zip Code Vendor Proposal/Contract Mailing Address - Zip Code <input style="width: 90%;" type="text" value="78006"/>
19	Vendor Proposal/Contract Phone Number Vendor Proposal/Contract Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="800-726-1816"/>
20	Vendor Proposal/Contract Extension Number Vendor Proposal/Contract Extension Number <input style="width: 90%;" type="text" value="No response"/>

2 1	Company Website Company Website (www.XXXXX.com) <input style="width: 90%;" type="text" value="www.playwellgroup.com"/>
2 2	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: <ul style="list-style-type: none"> I will use the internet to receive Purchase Orders at the following address <div style="border: 1px solid black; padding: 2px; width: 100px; margin-top: 10px;">Yes</div>
2 3	Purchase Order E-mail Address Purchase Order E-mail Address <input style="width: 90%;" type="text" value="maria@playwellgroup.com"/>
2 4	Purchase Order Contact Name Purchase Order Contact Name <input style="width: 90%;" type="text" value="Maria Powell"/>
2 5	Purchase Order Contact Phone Number Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="800-726-1816"/>
2 6	Purchase Order Contact Extension Number Purchase Order Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>
2 7	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address <input style="width: 90%;" type="text" value="james@playwellgroup.com"/>
2 8	Alternate Purchase Order Contact Name Alternate Purchase Order Contact Name <input style="width: 90%;" type="text" value="James Robertson"/>
2 9	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="210-381-3467"/>
3 0	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>

3
1**Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

3
2**Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

3
3**Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

3
4**Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

3
5**Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

3
6**Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

3
7**Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

3
8**Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

3
9**Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

4
0**Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

4
1**Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.**

4
2**Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

4
3**Invoice Company Name**

Invoice Company Name

The Playwell Group, Inc.

4
4**Invoice Company Department Name**

Invoice Company Department Name

Accounting Department

4
5**Invoice Contact Name**

Invoice Contact Name

Barbara Gesner

4
6**Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

203A State Highway 46 East

4
7**Invoice Mailing Address - City**

Invoice Mailing Address - City

Boerne

4
8**Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

4
9**Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

78006

50	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="800-726-1816"/>
51	Invoice Contact Extension Number Invoice Contact Extension Number <input type="text" value="No response"/>
52	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) <input type="text" value="No response"/>
53	Invoice Contact E-mail Address Invoice Contact E-mail <input type="text" value="barbara@playwellgroup.com"/>
54	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address <input type="text" value="No response"/>
55	Billing Agent Company Name Billing Agent Company Name <input type="text" value="No response"/>
56	Billing Agent Department Name Billing Agent Department Name <input type="text" value="No response"/>
57	Billing Agent Contact Name Billing Agent Contact Name <input type="text" value="No response"/>
58	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) <input type="text" value="No response"/>
59	Billing Agent Mailing Address - City Billing Agent Mailing Address - City <input type="text" value="No response"/>
60	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) <input type="text" value="No response"/>
61	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code <input type="text" value="203A State Highway 46 E 78006"/>

6 2	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="210-381-3467"/>
6 3	Billing Agent Contact Extension Number Billing Agent Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>
6 4	Billing Agent Fax Number Billing Agent Fax Number <input style="width: 90%;" type="text" value="No response"/>
6 5	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address <input style="width: 90%;" type="text" value="No response"/>
6 6	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address <input style="width: 90%;" type="text" value="No response"/>
6 7	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other <input style="width: 90%;" type="text" value="Common Carrier"/>
6 8	Payment Terms <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> <input style="width: 90%;" type="text" value="Net 30"/>
6 9	Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number <input style="width: 90%;" type="text" value="No response"/>
7 0	State or Attach Return Policy Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. <input style="width: 90%;" type="text" value="Attached"/>
7 1	Electronic Payments Are electronic payments acceptable to your company? <input style="width: 90%;" type="text" value="Yes"/>
7 2	Credit Card Payments Are credit card payments acceptable to your company? <input style="width: 90%;" type="text" value="Yes"/>

7
3**Texas Regional Service Designation****Texas Regional Service Designation - Refer to Form in Proposal Invitation**

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

7
4**Company Name**

Company Name

The PlayWell Group, Inc.

7
5**Texas Regional Service Designation**

Select only one of the following options. If you select "**I will NOT serve all Regions of Texas**", you must then check the individual Regions you wish to serve.

All Regions

7
6**Region 1**

Region 1 - Edinburg

☐ Region 1 (1)7
7**Region 2**

Region 2 - Corpus Christi

☐ Region 2 (2)7
8**Region 3**

Region 3 - Victoria

☐ Region 3 (3)7
9**Region 4**

Region 4 - Houston

☐ Region 4 (4)8
0**Region 5**

Region 5 - Beaumont

☐ Region 5 (5)8
1**Region 6**

Region 6 - Huntsville

☐ Region 6 (6)8
2**Region 7**

Region 7 - Kilgore

☐ Region 7 (7)

83	Region 8 Region 8 - Mount Pleasant <input type="checkbox"/> <i>Region 8 (8)</i>
84	Region 9 Region 9 - Wichita Falls <input type="checkbox"/> <i>Region 9 (9)</i>
85	Region 10 Region 10 - Richardson <input type="checkbox"/> <i>Region 10 (10)</i>
86	Region 11 Region 11 - Fort Worth <input type="checkbox"/> <i>Region 11 (11)</i>
87	Region 12 Region 12 - Waco <input type="checkbox"/> <i>Region 12 (12)</i>
88	Region 13 Region 13 - Austin <input type="checkbox"/> <i>Region 13 (13)</i>
89	Region 14 Region 14 - Abilene <input type="checkbox"/> <i>Region 14 (14)</i>
90	Region 15 Region 15 - San Angelo <input type="checkbox"/> <i>Region 15 (15)</i>
91	Region 16 Region 16 - Amarillo <input type="checkbox"/> <i>Region 16 (16)</i>
92	Region 17 Region 17 - Lubbock <input type="checkbox"/> <i>Region 17 (17)</i>
93	Region 18 Region 18 - Midland <input type="checkbox"/> <i>Region 18 (18)</i>
94	Region 19 Region 19 - El Paso <input type="checkbox"/> <i>Region 19 (19)</i>

9 5	Region 20 Region 20 - San Antonio <input type="checkbox"/> <i>Region 20 (20)</i>
9 6	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i> If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
9 7	Company Name Company Name <div style="border: 1px solid black; padding: 2px;">The PlayWell Group, Inc.</div>
9 8	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. <div style="border: 1px solid black; padding: 2px;">I will not serve all states in the United States</div>
9 9	Alabama Alabama <input type="checkbox"/> <i>Alabama (AL)</i>
1 0 0	Alaska Alaska <input type="checkbox"/> <i>Alaska (AK)</i>
1 0 1	Arizona Arizona <input type="checkbox"/> <i>Arizona (AZ)</i>
1 0 2	Arkansas Arkansas <input checked="" type="checkbox"/> <i>Arkansas (AR)</i>
1 0 3	California California (Public Contract Code 20118 & 20652) <input type="checkbox"/> <i>California (CA)</i>

104	Colorado Colorado <input checked="" type="checkbox"/> Colorado (CO)
105	Connecticut Connecticut <input type="checkbox"/> Connecticut (CT)
106	Delaware Delaware <input type="checkbox"/> Delaware (DE)
107	District of Columbia District of Columbia <input type="checkbox"/> District of Columbia (DC)
108	Florida Florida <input type="checkbox"/> Florida (FL)
109	Georgia Georgia <input type="checkbox"/> Georgia (GA)
110	Hawaii Hawaii <input type="checkbox"/> Hawaii (HI)
111	Idaho Idaho <input type="checkbox"/> Idaho (ID)
112	Illinois Illinois <input type="checkbox"/> Illinois (IL)
113	Indiana Indiana <input type="checkbox"/> Indiana (IN)
114	Iowa Iowa <input type="checkbox"/> Iowa (IA)
115	Kansas Kansas <input type="checkbox"/> Kansas (KS)

1 1 6	Kentucky Kentucky <input type="checkbox"/> <i>Kentucky (KY)</i>
1 1 7	Louisiana Louisiana <input type="checkbox"/> <i>Louisiana (LA)</i>
1 1 8	Maine Maine <input type="checkbox"/> <i>Maine (ME)</i>
1 1 9	Maryland Maryland <input type="checkbox"/> <i>Maryland (ME)</i>
1 2 0	Massachusetts Massachusetts <input type="checkbox"/> <i>Massachusetts (MA)</i>
1 2 1	Michigan Michigan <input type="checkbox"/> <i>Michigan (MI)</i>
1 2 2	Minnesota Minnesota <input type="checkbox"/> <i>Minnesota (MN)</i>
1 2 3	Mississippi Mississippi <input type="checkbox"/> <i>Mississippi (MS)</i>
1 2 4	Missouri Missouri <input type="checkbox"/> <i>Missouri (MO)</i>
1 2 5	Montana Montana <input type="checkbox"/> <i>Montana (MT)</i>
1 2 6	Nebraska Nebraska <input type="checkbox"/> <i>Nebraska (NE)</i>
1 2 7	Nevada Nevada <input type="checkbox"/> <i>Nevada (NV)</i>

1 2 8	New Hampshire New Hampshire <input type="checkbox"/> <i>New Hampshire (NH)</i>
1 2 9	New Jersey New Jersey <input type="checkbox"/> <i>New Jersey (NJ)</i>
1 3 0	New Mexico New Mexico <input checked="" type="checkbox"/> <i>New Mexico (NM)</i>
1 3 1	New York New York <input type="checkbox"/> <i>New York (NY)</i>
1 3 2	North Carolina North Carolina <input type="checkbox"/> <i>North Carolina (NC)</i>
1 3 3	North Dakota North Dakota <input type="checkbox"/> <i>North Dakota (ND)</i>
1 3 4	Ohio Ohio <input type="checkbox"/> <i>Ohio (OH)</i>
1 3 5	Oklahoma Oklahoma <input checked="" type="checkbox"/> <i>Oklahoma (OK)</i>
1 3 6	Oregon Oregon <input type="checkbox"/> <i>Oregon (OR)</i>
1 3 7	Pennsylvania Pennsylvania <input type="checkbox"/> <i>Pennsylvania (PA)</i>
1 3 8	Rhode Island Rhode Island <input type="checkbox"/> <i>Rhode Island (RI)</i>
1 3 9	South Carolina South Carolina <input type="checkbox"/> <i>South Carolina (SC)</i>

140	South Dakota South Dakota <input type="checkbox"/> <i>South Dakota (SD)</i>
141	Tennessee Tennessee <input type="checkbox"/> <i>Tennessee (TN)</i>
142	Texas Texas <input checked="" type="checkbox"/> <i>Texas (TX)</i>
143	Utah Utah <input type="checkbox"/> <i>Utah (UT)</i>
144	Vermont Vermont <input type="checkbox"/> <i>Vermont (VT)</i>
145	Virginia Virginia <input type="checkbox"/> <i>Virginia (VA)</i>
146	Washington Washington <input type="checkbox"/> <i>Washington (WA)</i>
147	West Virginia West Virginia <input type="checkbox"/> <i>West Virginia (WV)</i>
148	Wisconsin Wisconsin <input type="checkbox"/> <i>Wisconsin (WI)</i>
149	Wyoming Wyoming <input type="checkbox"/> <i>Wyoming (WY)</i>

Bid Lines

1 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories**.
Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Playcraft Systems

2 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Sports Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 5%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Action Fitness, PWA, Athletic

3 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

4 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Drinking Fountains, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

5 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

6 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Bikes**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

7 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Animal Washing Stations**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 5%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ultrasite, Barks and Rec

8 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Aquatic Playground and Pool Equipment, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

9 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Skate Park Products, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 5%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PWA, Jaypro

10 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Water Park Products, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 5%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Splash Pads by Nirbo

1
1 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Lake, River and Waterway Equipment** (dock floats, decking, waterway barriers, buoys, markers, and similar related equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
2 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Shade Canopies and Structures, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
3 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Fabric Buildings (Prefabricated) and Structures** (for use with multipurpose events, sports, storage, and similar related building use), **Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
4

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Portable Restrooms, Prefabricated Portable Park Buildings and Shelters** (picnic shelters, cabins, pavilions, and similar related portable buildings). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 5%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

ICON, Cedar Forest

15 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Outdoor Bleacher and Seating Systems, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
6 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Outdoor Barrier Netting Products** (fence screens, windscreens and graphics, bleacher screen and graphics). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 5%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

NRS

1
7

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Fireworks Display Services** (services shall include the products, labor, licenses and resources necessary to coordinate and perform such displays for Cooperative members). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
8

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **All Other Parks and Recreation Equipment/Products, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Section II: Repair/Replacement Parts

Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 5%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

All Manufacturers

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$125.00 Total: \$125.00

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
1**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Discount (%) off from the **Installation Rate ONLY of Park and Playground Equipment and Products** (for labor as a percent (%) of the total cost of equipment/products to be installed).

Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
2**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: UOM: Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
3**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: UOM: Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
4**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
5**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
6**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

27

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

28

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

29

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

3
0**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

3
1**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

3
2**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

Response Total: \$1,250.00

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Playworks, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 203A State Highway 46 East 6 City, state, and ZIP code Boerne, TX 78006	7 List account number(s) here (optional)
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

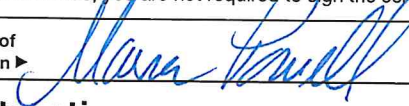
Social security number										
			-				-			
or										
Employer identification number										
7	5	-	2	6	4	0	0	2	9	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1/3/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

The PlayWell Group, Inc.
Toll Free: (800)726-1816 Fax: (505) 296-8900
203A State Highway 46 East
Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

SITE ACCESS FOR SURFACING MATERIALS/INSTALL

It is highly preferred that a level site is free of any obstacles that encroach upon the required fall zone for your design. The site access must have a maximum of 25' for accessibility by heavy machinery (trucks, trailers, and Bobcats).

Poured-in-place rubber, artificial turf, and tile installation require 6' high chain link fence during installation and a 24 hour cure time. This will be provided by the owner unless explicitly stated in writing on the quote. Any damage during installation or during the cure time may be repaired and if so at the expense of the owner. This includes, but not limited to people and/or wildlife walking on the pad prior to a full cure.

Irrigation sprinklers and/or water systems must be shut off 24 hours before install of surfacing and remain off for an additional 24 hours after.

NOT INCLUDED FOR THE SURFACING MATERIALS/INSTALLS

Site security, bonding, permits or licenses, site preparation, excavation, sub base, concrete, compaction of aggregate, curbing, drainage, fencing, dumpster, demolition, trash removal, tenting or artificial heating due to weather, and roll coat maintenance.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding 'acts of God' or natural disaster, wherein the project site is determined to be unworkable. The installation of your surfacing will be delayed.

ESCALATOR CLAUSE

Due to the current volatility of the surfacing raw material and shipping and labor, expired proposals may be subject to a price increase. Please contact your Sales Rep for current pricing, if applicable.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: 23219 _____ **Purchase Order #:** _____

Signature: _____ **Date:** _____



Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
23219

1/29/2024

BILL TO:

City of Burleson
Accounts Payable
141 West Renfro Street
Burleson, TX 76028

Phone: (817) 426-9600

SHIP TO:

City of Burleson-Meadowcrest Park
Recreation Installation-David Robertson
3349 East State Highway 22
Hillsboro, TX 76645

Phone: (210) 385-8733

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	FAZ	JOHNSON		2/28/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
PR-R5	PLAYCRAFT				
PC-2478	CUSTOM PLAY SYSTEM-R5031355A	1	69164.00	57,751.94	57,751.94
RSW3516G	SPIN MAX POD	1	4711.00	3,933.69	3,933.69
PC-131410	SWING SHADE-DOUBLE BAY	1	15351.00	12,818.09	12,818.09
PC-131510	INCLUSIVE SWING SEAT	1	1103.00	921.01	921.01
PC-313010	PLAYSHARE SWING SEAT	1	1418.00	1,184.03	1,184.03
FWR-I-IG	BELT SEAT	2	181.00	151.14	302.28
FWR-O-IG	FLOWER, INDIGO (INGROUND)	1	1619.00	1,351.87	1,351.87
FWR-T-IG	FLOWER, ORANGE (INGROUND)	1	1499.00	1,251.67	1,251.67
FWR-Y-IG	FLOWER, TURQUOISE (INGROUND)	1	1499.00	1,251.67	1,251.67
TD-IG-N-RNBW	FLOWER, YELLOW (INGROUND)	1	1619.00	1,351.87	1,351.87
PC-1450-R35	TUNED DRUMS RAINBOW LIDS (INGROUND)	1	4349.00	3,631.42	3,631.42
SHIP	BUTTERFLY PHOTO STATION	1	1909.00	1,594.02	1,594.02
	SHIPPING & HANDLING	1	8759.00	8,759.00	8,759.00
MS-10X10	MODERN SHADE				
	MODERN SHADE CANTILEVER UMBRELLA PYRAMID	2	4238.67	3,687.64	7,375.28
	SHADE STRUCTURE - 10'X10'X8' (H) DIG WITH 24"X5' PERS WITH (6) #6 VERTICALS-#3 RINGS AT 12" O.C.				
SHIP	SHIPPING & HANDLING	1	1213.36	1,213.36	1,213.36
PERMITS	PERMITTING	1	0.00	0.00	0.00
	No permitting or windstorm engineering for permitting is included unless specifically noted.				
XGRASS TURF	XGRASS				
	XFRASS PRIME / COLOR: SUMMER BLEND / BACKING: UP	3,615	3.55	3.09	11,170.35





The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
23219

1/29/2024

BILL TO:

City of Burleson
Accounts Payable
141 West Renfro Street
Burleson, TX 76028

Phone: (817) 426-9600

SHIP TO:

City of Burleson-Meadowcrest Park
Recreation Installation-David Robertson
3349 East State Highway 22
Hillsboro, TX 76645

Phone: (210) 385-8733

CUST. PO #	TERMS	SALES REP	COUNTY			QUOTE EXPIRATION
	NET 30	FAZ	JOHNSON			2/28/2024
ITEM	DESCRIPTION		QTY	LIST PRICE	DISC. PRICE	TOTAL
	PRICING IS BASED ON THE ACCURACY OF THE DRAWINGS AND/OR INFORMATION PROVIDED. CUSTOMER IS RESPONSIBLE FOR ANY CHANGE ORDERS REQUIRED DUE TO INACCURACIES BETWEEN BUILT FIELD CONDITIONS AND THIS QUOTE'S BASIC FOR CALCULATION. PRICING DOES NOT INCLUDE DRAINAGE, SURVEYING, PERMITS, INSPECTIONS, LICENSING, TEMPORARY FENCING, SECURITY, DIRT EXCAVATION OR GRADE WORK/ PRICING ASSUMES FREE AND EASY ACCESS TO HEAVY EQUIPMENT TO THE SITE. RESTRICTED PHYSICAL ACCESS AND/OR HOURS WILL RESULT IN CHARGES. PRICING INCLUDES UP TO 4" OF COMPACTED AGGREGATE STONE. AN ONSITE INCREASE OF REQUIRED STONE DEPTH WILL RESULT IN CHANGE ORDER(S). PRIOR TO INSTALLATION THE SITE MUST BE GRADED TO THE CORRECT DEPTH AND COMPACTED IN ALL AREAS TO RECEIVE TURF. CUSTOMER ASSUMES RESPONSIBILITY FOR ANY MOUND INSTALLATIONS WITH A SLOPE GREATER THAN 20%. CUSTOMER IS RESPONSIBLE FOR ALL UTILITY MARKINGS AND ASSUMES RESPONSIBILITY FOR UNMARKED DAMAGE TO WIRES, CABLES, PIPES, ETC. EXPENSES SUCH AS MATERIAL STORAGE OR FREIGHT RECONSIGNMENT RESULTING FROM WEATHER OR SITE ISSUES IS THE RESPONSIBILITY OF THE CUSTOMER					

QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO:

**THE PLAYWELL GROUP, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006**

Date _____ Signature _____

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

SUBTOTAL \$166,342.52

SALES TAX (0.0%) \$0.00

TOTAL \$166,342.52

PlayWorks, Inc.
Toll Free: (800)726-1816 Fax: (505) 296-8900
203A State Highway 46 East
Boerne, TX 78006

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply for payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS-ROCKS, UTILITIES, IRRIGATION, SEWER & DRAIN, SUPPLY ABANDONED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated losses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: 11008 Purchase Order #: _____

Signature: _____ Date: _____

INSTALLATION QUOTE

QUOTE #
11008

1/29/2024

BILL TO:

City of Burleson
Accounts Payable
140 Renefro Street
Burleson, TX 76028

Phone: (817) 426-9658

INSTALLATION SITE:

City of Burleson-Meadowcrest Park
Daniel Shafer
1050 Barracuda Drive
Burleson, TX 76028

Phone: (817) 426-9291

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	FAZ	JOHNSON	2/28/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
INSTALL-REC	DELIVERED AND INSTALLED BY RECREATION INSTALLATION			
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF R5 CUSTOM PLAY SYSTEM-R5031355A	1	16,361.38	16,361.38
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF BUTTERFLY PHOTO STATION	1	451.59	451.59
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF SPIN MAX POD	1	1,114.43	1,114.43
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF SWING SHADE-DOUBLE BAY	1	3,870.97	3,870.97
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF INCLUSIVE SEAT	1	260.92	260.92
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF PLAYSHARE SEAT	1	335.44	335.44
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF BELT SEATS	2	42.82	85.64
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF FLOWER (INDIGO)	1	382.99	382.99
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF FLOWER (ORANGE)	1	354.60	354.60
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF FLOWER (TURQUOISE)	1	354.60	354.60
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF FLOWER (YELLOW)	1	382.99	382.99
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF TUNED DRUMS	1	1,028.80	1,028.80



INSTALLATION QUOTE

QUOTE #
11008

1/29/2024

BILL TO:

City of Burleson
Accounts Payable
140 Renefro Street
Burleson, TX 76028

Phone: (817) 426-9658

INSTALLATION SITE:

City of Burleson-Meadowcrest Park
Daniel Shafer
1050 Barracuda Drive
Burleson, TX 76028

Phone: (817) 426-9291

CUST. PO#	TERMS	SALES REP	COUNTY	QUOTE EXPIRATION
	NET 30	FAZ	JOHNSON	2/28/2024
ITEM	DESCRIPTION	QTY	LIST PRICE	TOTAL
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF APPROXIMATELY 218LF OF CONCRETE CURBING (FLUSH TO GRADE)	1	8,673.12	8,673.12
INSTALL-REC	INSTALL BY RECREATION INSTALLATION OF MODERN SHADE CANTILEVER UMBRELLA SHADE(S)	1	5,913.98	5,913.98
DEMO-REC	REMOVE AND DISPOSE OF EXISTING PLAY STRUCUTRE	1	7,741.94	7,741.94
DEMO-REC	REMOVE AND DISPOSE OF EXISTING CONCRETE CONTAINMENT CURBING	1	2,903.23	2,903.23
SITE PREP	EXCAVATE APPROXIMATELY 73 CY OF EXISTING SOIL	1	3,440.86	3,440.86
PERMITS	PERMITTING	1	0.00	0.00
	No permitting or windstorm engineering for permitting is included unless specifically noted.			
ROCK & CONCEALED	ROCK AND CONCEALED CONDITIONS CLAUSE PlayWorks, Inc. reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock or other concealed conditions that cannot be penetrated to drill installation holes with a mechanical auger or concealed conditions that prohibit drilling. Every effort will be made prior to installation to determine if additional rock charges or charges related to concealed conditions may be required. PlayWell's Sales Associate will notify you and meet with you at the work site to review the conditions requiring additional charges.	1	0.00	0.00

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL \$53,657.48

**PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006**



Date _____ Signature _____

CREDIT CARD FEE NOTICE: Effective July 1, 2023, a credit card usage fee of 3.5% will be applied to sales settled by credit card. No fees apply to payment by ACH, check, money order, and wire transfer. Sorry no C.O.D. orders

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

October 7, 2022

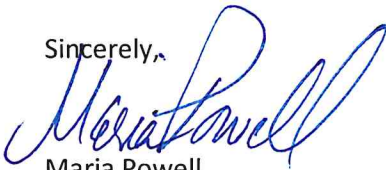
To Whom It May Concern:

This letter is to acknowledge and confirm the manufacturer and dealer relationship between Playcraft Systems (manufacturer) and The Playwell Group, Inc. (dealer).

The Playwell Group is sole primary authorized Dealer for Playcraft Systems and as such The Playwell Group, Inc. has full authority on behalf of Playcraft Systems to offer a full line of products/services as published on the catalogs, sales fliers, or on-line offerings.

Please contact me if further clarity is required.

Sincerely,



Maria Powell
Business Manager
The Playwell Group, Inc.

City of Burleson
Addendum to Vendor's Contract
Additional Provisions

Vendor Name: THE PLAYWELL GROUP

Vendor Address: 203A STATE HWY 46 EAST, BOERNE, TX. 78006

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
17. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

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

City of Burleson, Texas:

For the Vendor:

By: _____

By: Maria Powell

Printed: _____

Printed: MARIA POWELL

Title: _____

Title: BUSINESS MANAGER

Date: _____

Date: 01/29/2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1117474

Date Filed:
01/29/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The PlayWell Group, Inc.
Boerne, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Provisions
Custom Playground Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Maria Powell, and my date of birth is _____.

My address is 203A State Highway 46 East, Boerne, Texas, 78006, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Kendall County, State of Texas, on the 29th day of January, 20 24.
(month) (year)

Maria Powell

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Parks and Recreation Director
MEETING: February 20, 2024

SUBJECT:

Recommend approval of a contract with Dobbs Tennis Courts LLC for Pickleball court installation at Meadowcrest Park in the amount of \$144,470.00. (*Staff Presenter: Jen Basham, Director of Parks and Recreation*)

SUMMARY:

Installation of a post-tensioned concrete (3) Pickleball court with 8' high fencing and windscreens.

RECOMMENDATION:

Staff recommends approving as presented

FISCAL IMPACT:

The total of \$144,470.00 will be allocated from 4B Bond Funds

STAFF CONTACT:

Jen Basham
Parks and Recreation Director
jbasham@burlesontx.com
817-426-9201

Meadowcrest Park

February 20, 2024- City Council

Staff Presenter: Jen Basham, Director of Parks and Recreation

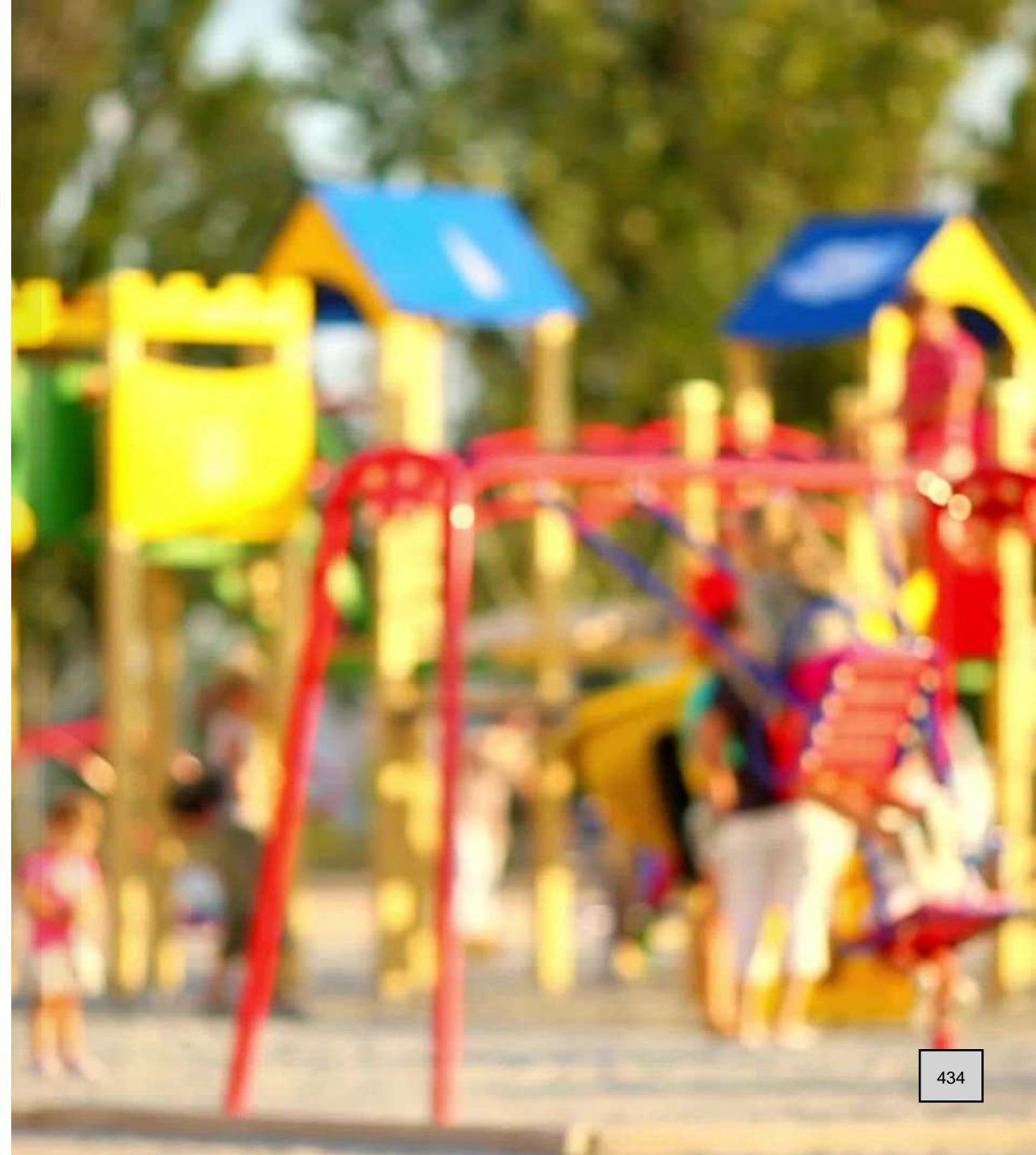


Overview

- Background
- Survey Data
- Playground Renderings
- Sports Court and Lighting
- Budget
- Timeline
- Action Options

Background

- Meadowcrest Park has been approved as a 2024 project in the Parks Capital Improvement Program
- This project has been budgeted with \$400,000
- Public engagement was completed utilizing the format approved by City Council
- 2 Rounds of surveys have been completed to determine what features and improvements should be included in final design
- 9 playground manufacturers submitted concepts based on survey and staff feedback with project budgets in mind
- 4 concepts were sent to the community for voting
- Pickleball Court installation was supported by community vote for sports court surface

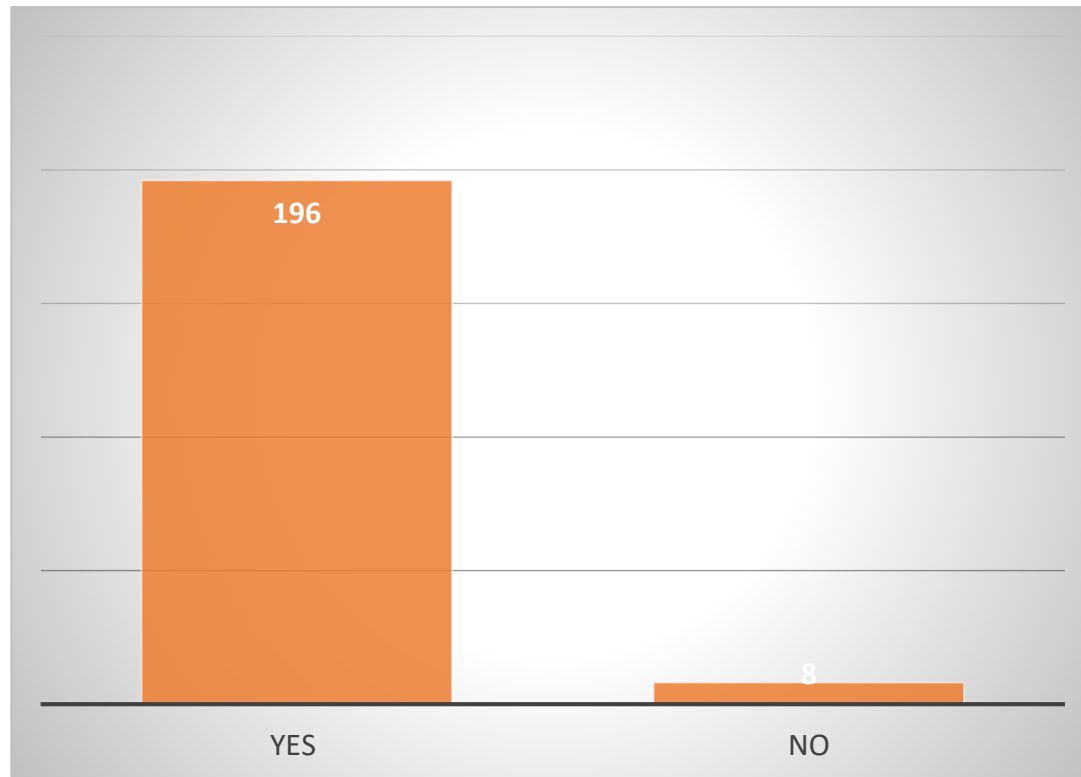


Survey Data

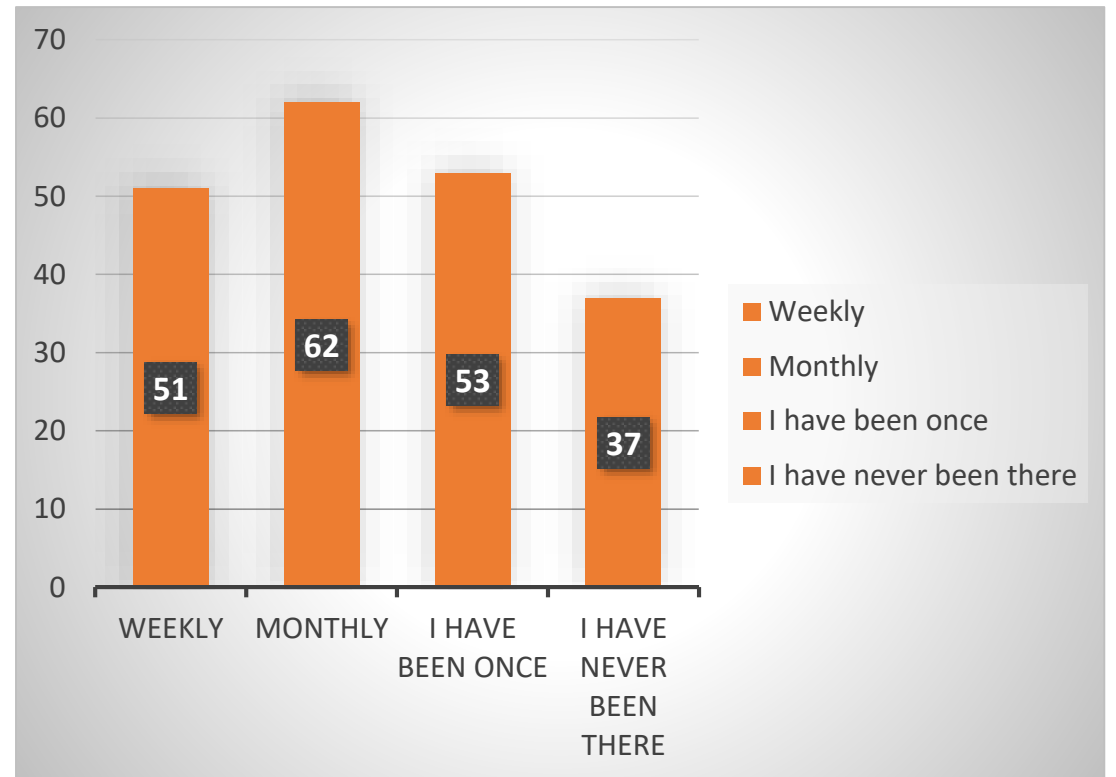
- Survey 1: 206 responses, open from October 30-November 20
 - Additional requests made for items: Increased lighting, exercise equipment replacement, security cameras, sod to add green space, and more trees
- Survey 2: 196 responses, open from January 16-January 28
 - Additional requests made for items: Dog Park, fitness equipment, outdoor activities for adults, more seating (tables and benches), more shade, trees, skate park, repairs to drainage issues, improvements to open space by adding turf
- Total Response: 402 responses

Survey 1

Are you a Burleson Resident?

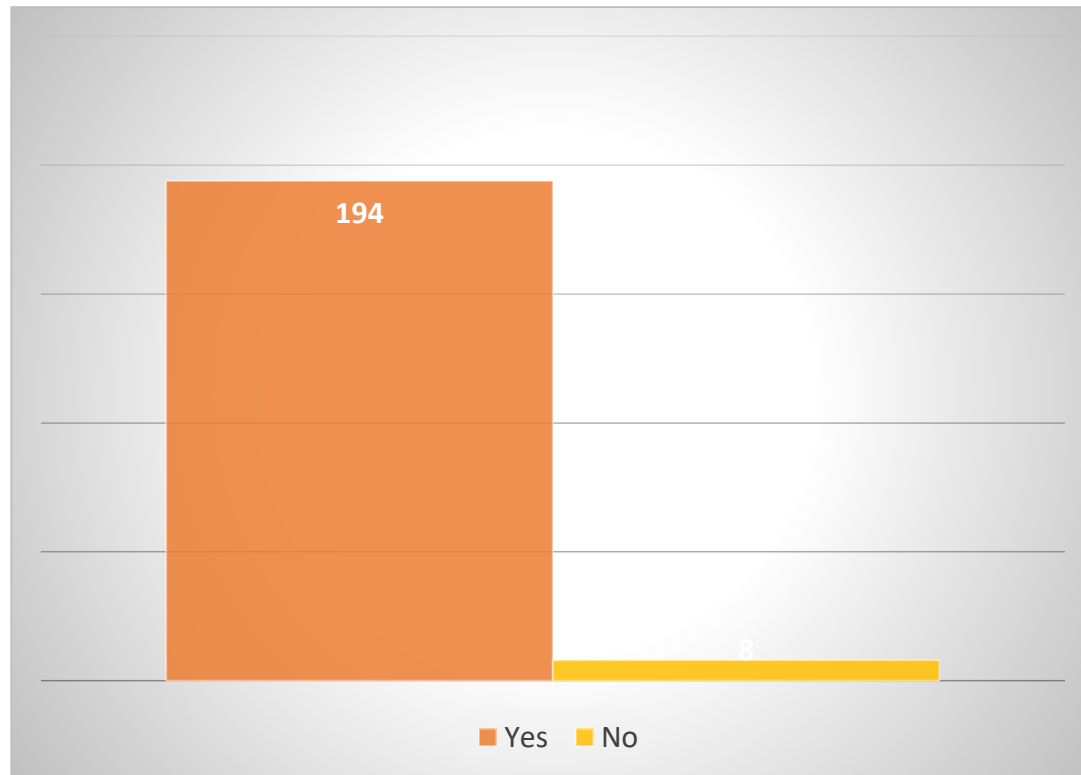


How often do you visit Meadowcrest Park?



Survey 1

Do you bring children to Meadowcrest Park? For example, grandparents, parents, caregiver, etc.

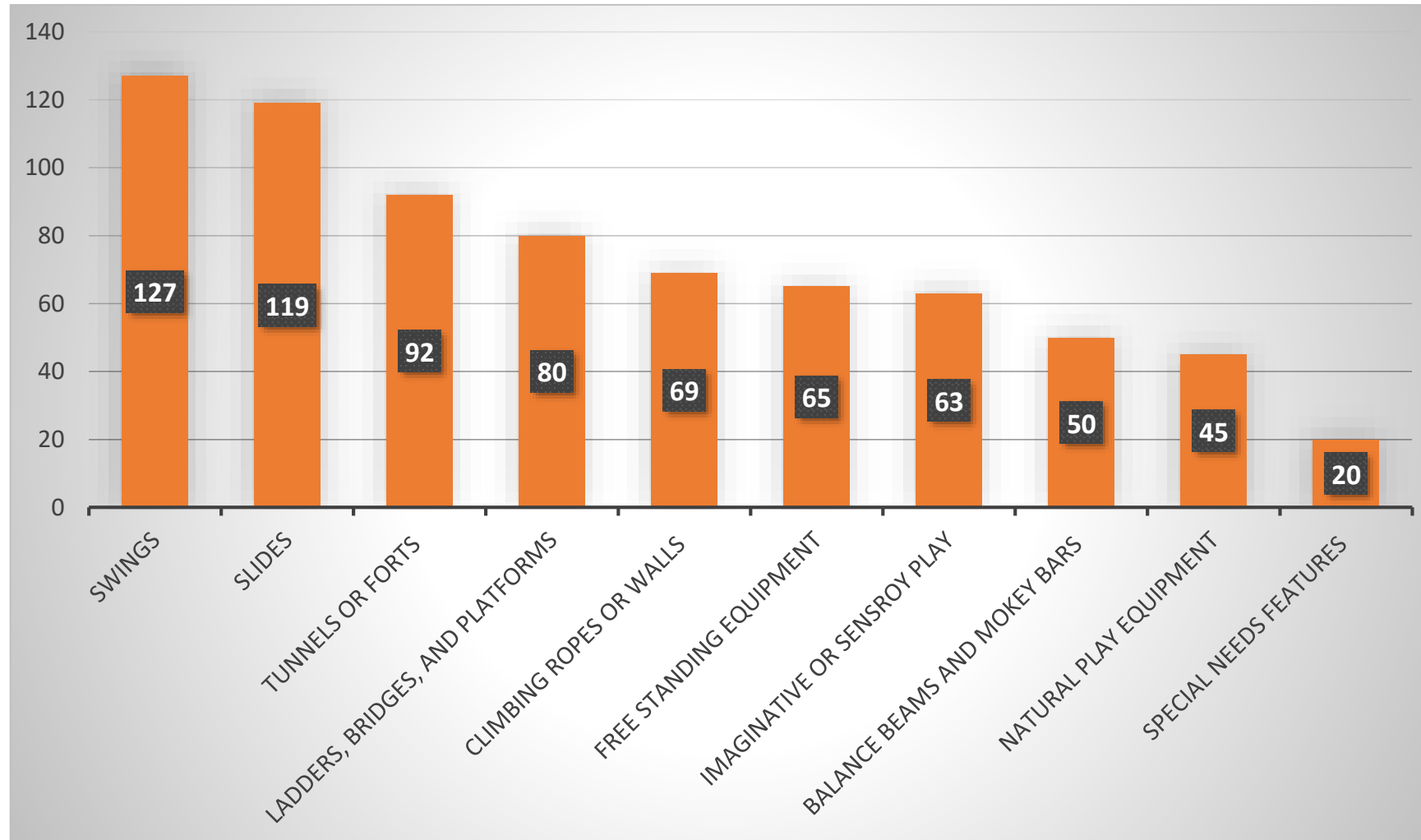


What are the ages of the children you bring to the park?



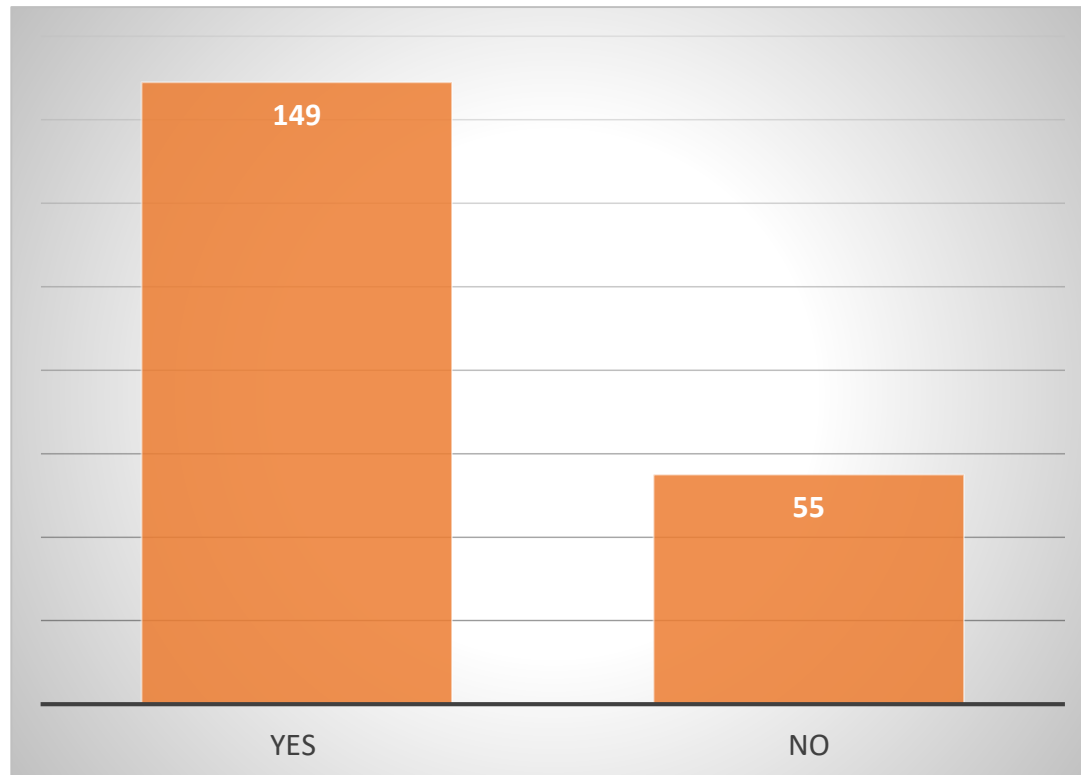
Survey 1

**What type of play equipment do the children in your household most enjoy?
Please select your top 3.**

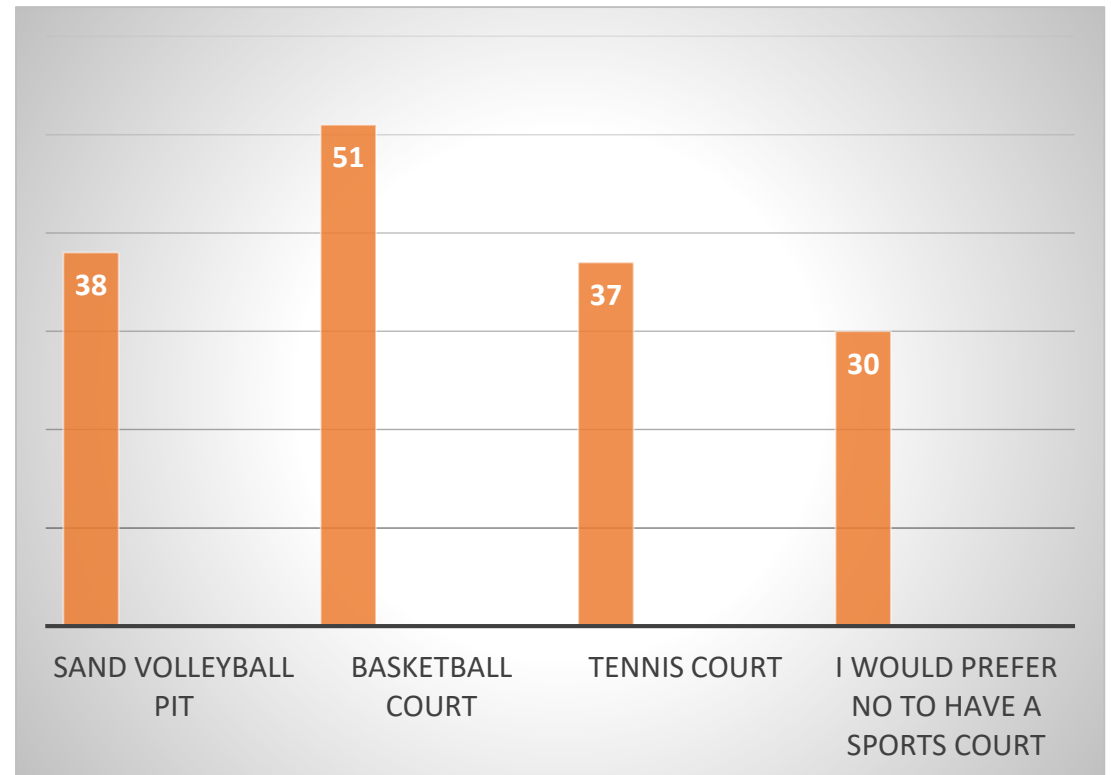


Survey 1

Based on community feedback, staff is considering a Pickleball court for this park. Do you support this?

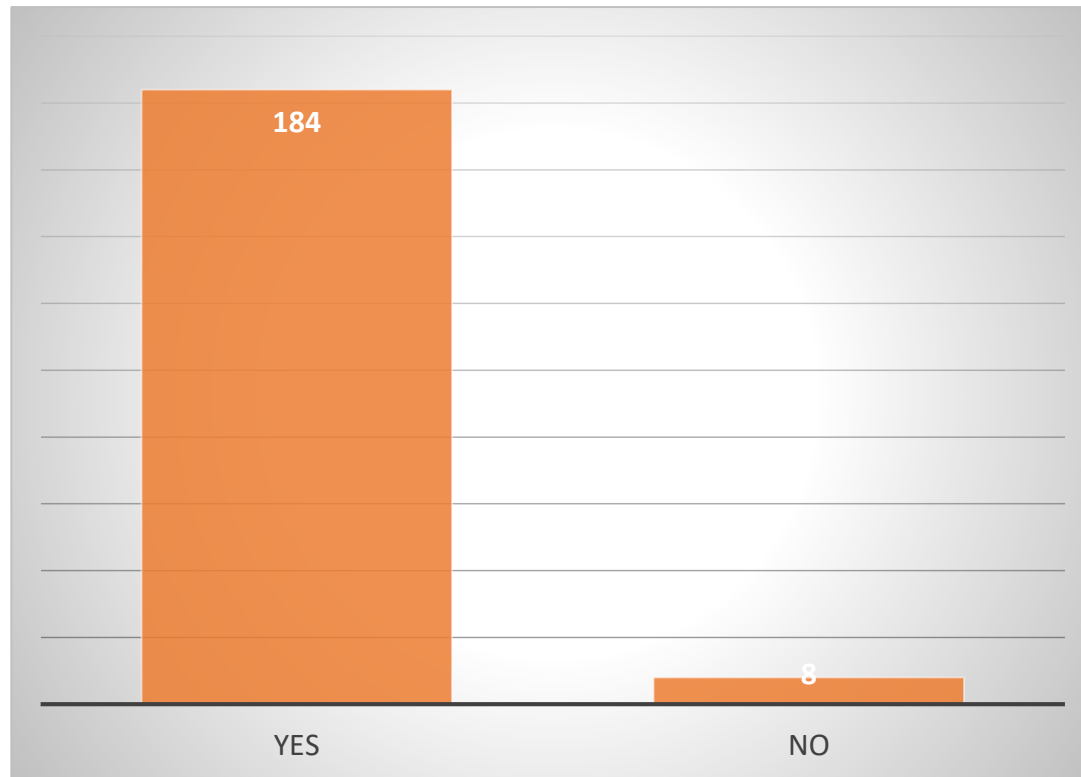


If not a Pickleball court, what type of court would you like to see?

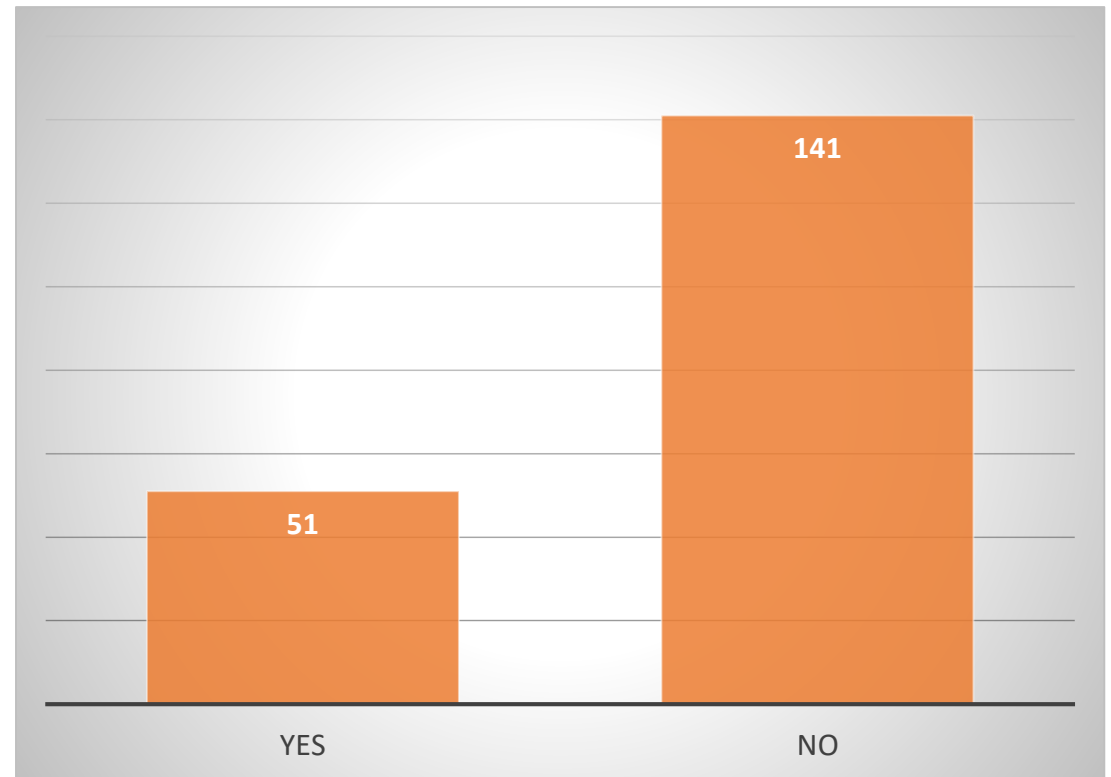


Survey 2

Are you a Burleson Resident?



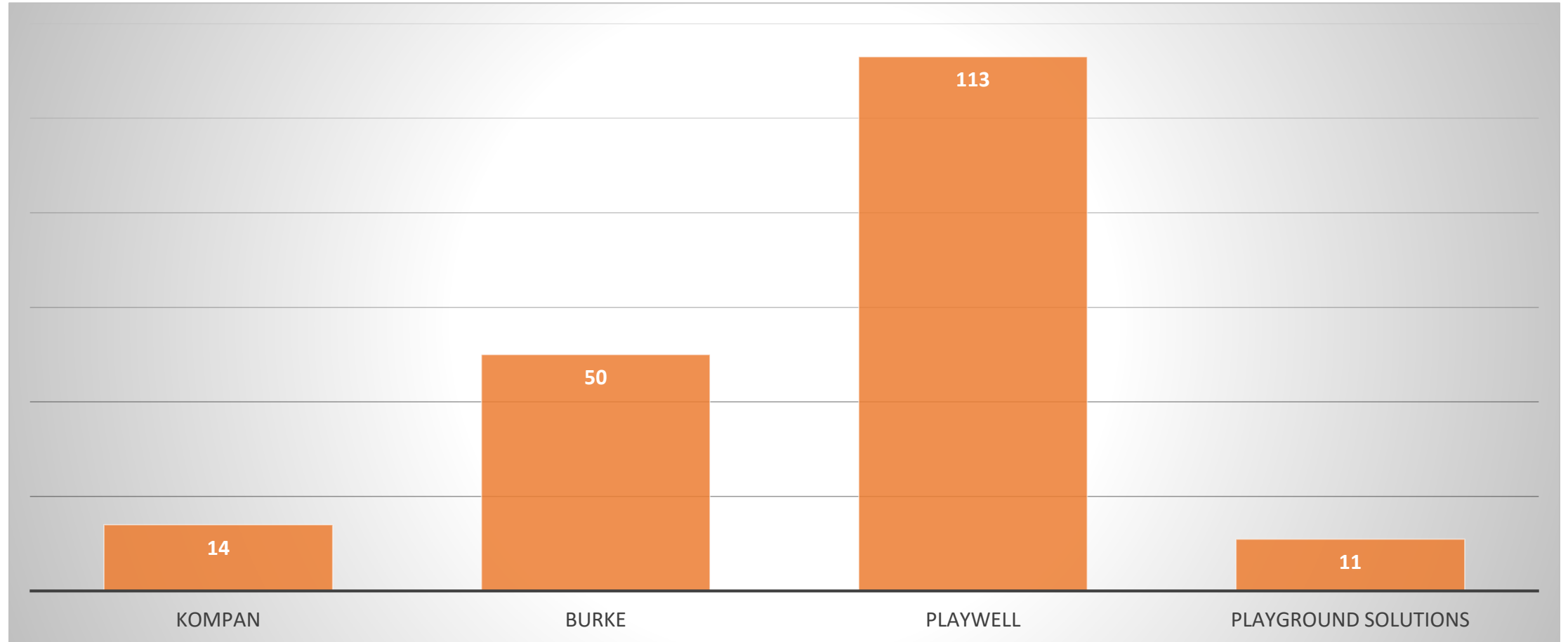
If you're a Burleson resident, do you live in the Meadowcrest Park neighborhood?



Playground renderings
for second round of
public engagement



Which playground option would you like to see at Meadowcrest Park?



Option 3

Playground features include:

Swings

- 1 inclusive seat
- 1 playshare seat
- 2 saddle swings

Slides

- 1 double slide
- 1 larger slide

Ladders, Bridges, and Platforms

- n/a

Climbing ropes or walls

- Climbing rope ladder

Free standing equipment

- Spin max pod
- 2 bay swing sets

Imaginative or sensory play elements

- 5 flower musical pieces
- Tuned drums
- Butterfly photo station

Inclusive features

- 1 inclusive swing seat
- Spin max pod
- Transfer steps - solid step access to slide platform
- Swing with saucer seat

Shade

- Shade over benches
- Integrated structure shading
- Shade over swing set



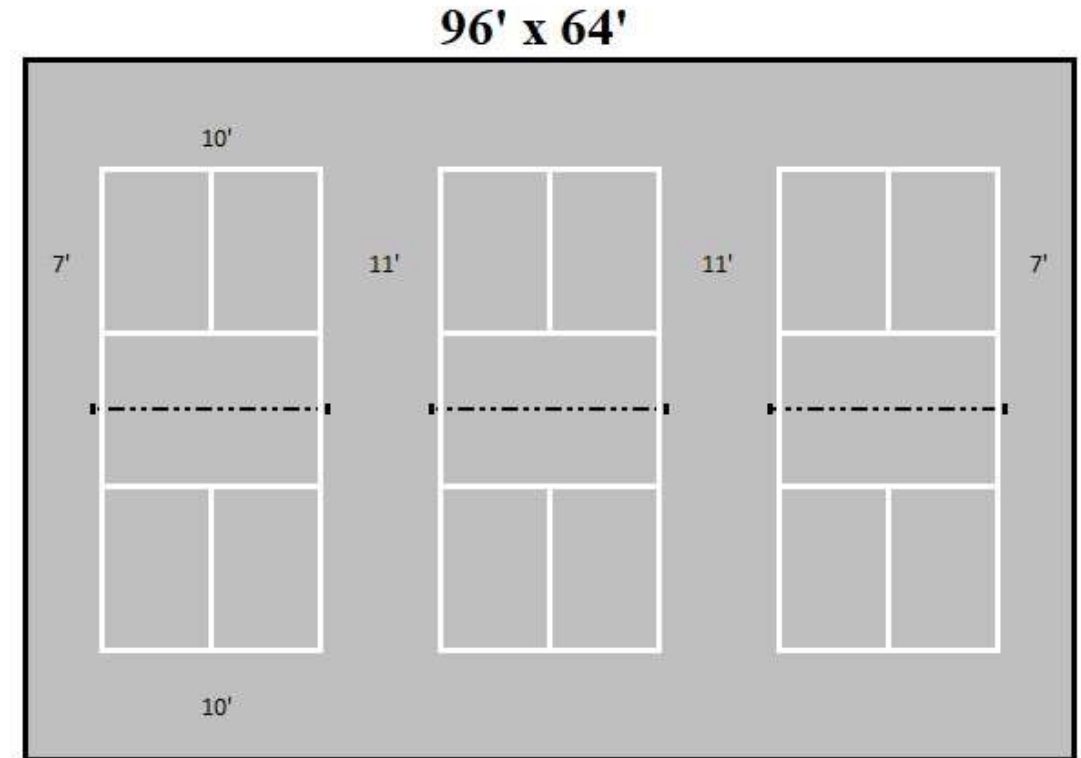




Sports Court and Lighting

Pickleball Court

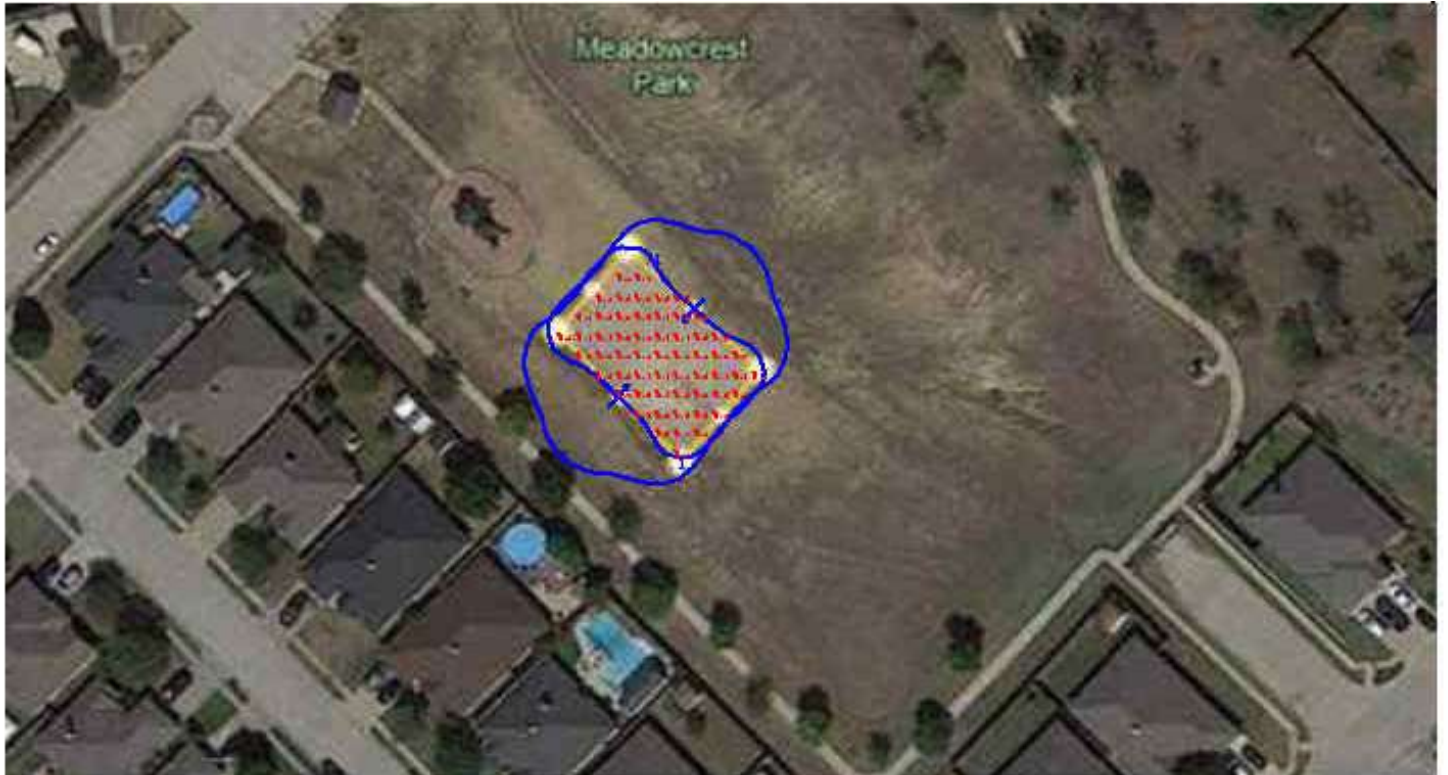
- 3 Pickleball courts
- 8 foot tall fencing with windscreen
- 3 permanent nets



Sports Court and Lighting

Solar Lighting

- 2- 20 foot poles



Budget- \$400,000

- Playground- \$220,000.00
- Pickleball Court- \$144,470.00
- Lighting- \$7,748.00
- Accessibility path to Pickleball court- \$5,000
- Total- \$377,218.00





Playground

Award:

Playwell for \$220,000.00

Deny:

Playwell for \$220,000.00

Pickleball Courts

3 Vendors Provided Quotes to verify getting best price from BuyBoard quote from Dobbs Tennis Courts LLC

- Quote Range
 - High:\$185,181.00
 - Low: \$144,470.00
- Recommended Award: Dobbs Tennis Courts LLC for \$144,470.00

Council Direction

Award: Dobbs Tennis Courts LLC for \$144,470.00

Deny: Dobbs Tennis Courts LLC for \$144,470.00



BuyBoard Current Vendors - Texas

Vendor	Address Line 1	City	State	ZIP	Effective	Expiration	Contract
Digital Ally, Inc.(E)(I)(T)	15612 College Blvd.	Lenexa	KS	66219	10/1/2021	9/30/2024	Law Enforcement Body Cameras, Supplies and Equipment 648-21
Digital Resources, Inc.(M)(E)(I)(T)	2107 Greenbriar Dr. Ste B	Southlake	TX	76092	6/1/2021	5/31/2024	Audio Visual Equipment and Supplies 644-21
Digital Resources, Inc.(M)(E)(I)(T)	2107 Greenbriar Dr. Ste B	Southlake	TX	76092	12/1/2021	11/30/2024	Stage and Theater Curtains, Lighting, Sound Systems, and Supplies 655-21
Digital Resources, Inc.(M)(E)(I)(T)	2107 Greenbriar Dr. Ste B	Southlake	TX	76092	1/1/2022	12/31/2024	Technology Equipment, Products, Services and Software 661-22
Digital Trusted Identity Services (DTIS)(E)(I)(T)	10201 Fairfax Blvd, #470	Fairfax	VA	22030	4/1/2023	3/31/2026	Background, Fingerprinting, Drug/Diagnostic Testing Services & Products 693-23
Dina Contracting Resources(M)(E)(I)(T)	1430 S. Flores St Unit 12	San Antonio	TX	78204	12/1/2022	11/30/2025	Construction, Road and Bridge, and Other Related Equipment 685-22
Direct Solutions(E)(I)(T)	210 Pan American Dr.	Livingston	TX	77351	10/1/2021	9/30/2024	Custodial Supplies and Equipment 649-21
Director's Assistant(E)(I)(T)	2012 Farrington St.	Dallas	TX	75207	6/1/2022	5/31/2025	Uniforms and Accessories 670-22
Discount School Supply(E)(I)(T)	20 Ryan Ranch Rd Suite 200	Monterey	CA	93940	11/1/2021	10/31/2024	Instructional Materials and Classroom Teaching Supplies and Equipment 653-21
Discount School Supply(E)(I)(T)	20 Ryan Ranch Rd Suite 200	Monterey	CA	93940	4/1/2022	3/31/2025	Furniture for School, Office, Science, Library and Dormitory 667-22
Discount Two-Way Radio Corporation(E)(I)(T)	555 W. Victoria Street	Compton	CA	90220	4/1/2023	3/31/2026	Radio Communications and Video Recording Products and Services 696-23
Distractions, Inc.(E)(I)(T)	12410 Montwood Drive	El Paso	TX	79928	6/1/2022	5/31/2025	Uniforms and Accessories 670-22
Diversified Metal Fabricators, Inc.(E)(I)(T)	1500 S 169 Hwy	Smithville	MO	60489	10/1/2022	9/30/2025	Parks and Recreation Equipment, Products, and Installation 679-22
Diving Board Solutions, LLC(E)(I)(T)	992 S. 4th Ave. Ste 100/400	Brighton	CO	80601	6/1/2023	5/31/2026	Swimming Pool Chemicals, Supplies, and Equipment 701-23
Dixie Oil Company(E)(I)(T)	PO Box 690	Marion	TX	78124	12/1/2023	11/30/2026	Automotive Parts, Fluids, Equipment, Maintenance Services 715-23
DMZ Environmental and Safety Systems(M)(E)(I)(T)	8821 Lakeshore Bend Dr.	Houston	TX	77080	4/1/2023	3/31/2026	Public Safety and Firehouse Supplies and Equipment 698-23
Dobbs Tennis Courts, Inc.(M)(E)(I)(T)	P.O. Box 90397	Austin	TX	78709	6/1/2021	5/31/2024	Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing 641-21

(M) - MWBE (E) - EDGAR Received (D) - Designated Dealer (I) - No Israel Boycott (T) - No Foreign Terrorist Orgs

April 25, 2023

Sent via email to: dtcaustin@aol.com

Barbara Dobbs
Dobbs Tennis Courts, Inc.
P.O. Box 90397
Austin, TX 78709

Re: Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing
BuyBoard Contract 641-21

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing, Contract 641-21, for which the current term is set to expire May 31, 2023. At this time, the BuyBoard is renewing your contract through May 31, 2024. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

final renewal v.02.13.2020

May 2, 2022

Sent via email to: dtcaustin@aol.com

Barbara Dobbs
Dobbs Tennis Courts, Inc.
P.O. Box 90397
Austin TX 78709

Re: Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing
BuyBoard Contract 641-21

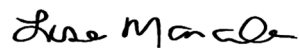
The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing, Contract 641-21 effective 6/1/2021 through May 31, 2022, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through May 31, 2023.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,



Lisa Maraden
Contract Administrator

1st renewal v.02.13.2020

May 4, 2021

Sent Via Email: dtcaustin@aol.com

Barbara Dobbs
Dobbs Tennis Courts, Inc.
P.O. Box 90397
Austin, TX 78709

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Contract Award; Proposal Invitation
No. 641-21, Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2021 through May 31, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 641-21 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,



Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Indoor and Outdoor Sports
Surfaces, Repair and Renovation, and Gym Floor
Refinishing

Proposal Due Date/Opening Date and Time:
November 19, 2020 at 4:00 PM

Proposal Number: 641-21

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: June 1, 2021 through May
31, 2022 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
April 2021

Dobbs Tennis Courts, Inc.
Name of Proposing Company

11-16-2020
Date

PO Box 90397
Street Address

Barbara Dobbs
Signature of Authorized Company Official

Austin, TX 78709
City, State, Zip

Barbara Dobbs
Printed Name of Authorized Company Official

(512) 288-2113
Telephone Number of Authorized Company Official

Corporate Secretary
Position or Title of Authorized Company Official

(512) 288-2126
Fax Number of Authorized Company Official

75-1841784
Federal ID Number



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR CONTACT INFORMATION

Name of Company: Dobbs Tennis Courts, Inc.
Vendor Proposal/Contract Contact Name: Barbara Dobbs
Vendor Proposal/Contract Contact E-mail Address: dtcaustin@aol.com
Vendor Contact Mailing Address for Proposal/Contract Notices: P.O. Box 90397
Austin, Tx 78709
Company Website: dobbsstennis.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:



I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: dtcaustin@aol.com

Purchase Order Contact: Barbara Dobbs Phone: (512) 288-2113

Alternate Purchase Order E-mail Address: _____

Alternate Purchase Order Contact: _____ Phone: _____



Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: dtcaustin@aol.com

RFQ Contact: Barbara Dobbs Phone: (512) 288-2113

Alternate RFQ E-mail Address: _____

Alternate RFQ Contact: _____ Phone: _____



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Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: PO Box 90397 Department: _____

City: Austin State: TX Zip Code: 78709

Contact Name: Barbara Dobbs Phone: (512) 288-2113

Invoice Fax: _____ Invoice E-mail Address: dtcaustin@aol.com

Alternative Invoice E-mail Address: _____

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ Department: _____

City: _____ State: _____ Zip Code: _____

Billing Agent Contact Name: _____ Phone: _____

Billing Agent Fax: _____ Billing Agent E-mail Address: _____

Alternative Billing Agent E-mail Address: _____

**** If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**



FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Dobbs Tennis Courts, Inc.

Company Name

Barbara Dobbs

Signature of Authorized Company Official

Barbara Dobbs

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Dobbs Tennis Courts, Inc.

Company Name

Barbara Dobbs

Signature of Authorized Company Official

Barbara Dobbs

Printed Name



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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer.**
- ☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name

Address

City

State

Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Dobbs Tennis Courts, Inc.
Company Name

Barbara Dobbs
Signature of Authorized Company Official

Barbara Dobbs
Printed Name



NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees 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. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Dobbs Tennis Courts, Inc.
Company Name

Barbara Dobbins
Signature of Authorized Company Official

Barbara Dobbins
Printed Name

Note: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Dobbs Tennis Courts, Inc.
Company Name

Barbara Dobbins
Signature of Authorized Company Official

Barbara Dobbins
Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- ☒ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
 - ☒ **Women Owned Business**
 - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

1751841784900

Name of Certifying Agency:

State of Texas Comptroller of Public Accounts

- ☐ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Dobbs Tennis Courts, Inc.
Company Name

Barbara Dobbs
Printed Name

Barbara Dobbs
Signature of Authorized Company Official



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Dobbs Tennis Courts, Inc.

Company Name

Barbara Dobbs

Signature of Authorized Company Official

Barbara Dobbs

Printed Name

11-16-2020

Date



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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: _____ ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy: _____

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

Dobbs Tennis Courts, Inc.

Company Name

Barbara Dobbs

Signature of Authorized Company Official

Barbara Dobbs

Printed Name



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LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Dobbs Tennis Courts, Inc.
Company Name
PO Box 90397
Address
Austin Tx 78709
City State Zip
512-288-2113 512-288-2126
Phone Number Fax Number
Barbara Dobbs
Contact Person

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)

Designated Dealer Contact Person

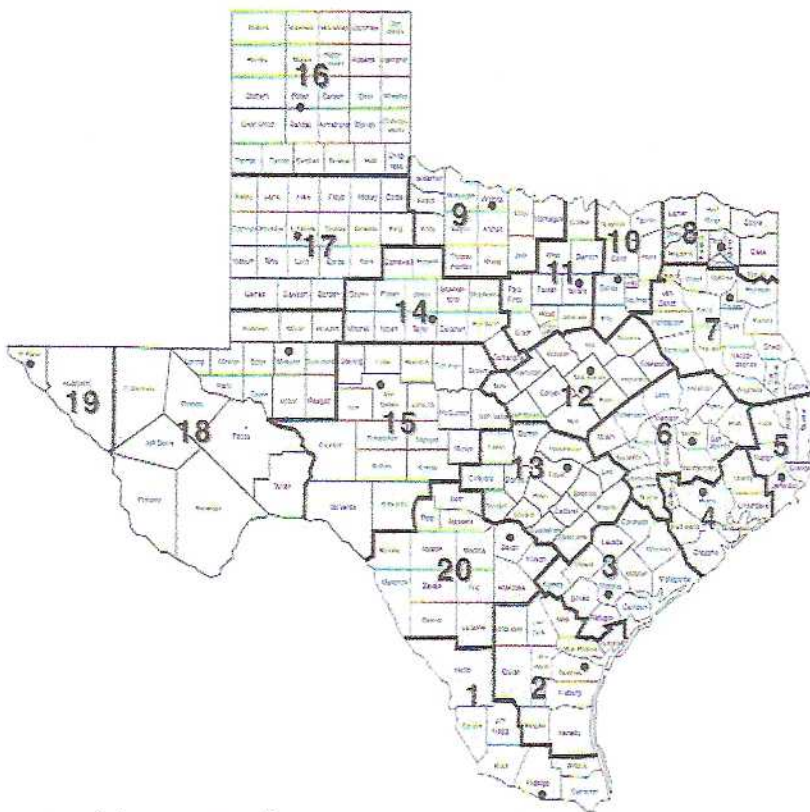
Dobbs Tennis Courts, Inc
Your Company Name

Barbara Do An
Signature of Authorized Company Official

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. *If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.* Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☐ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region and Headquarters

- ☐ 1 Edinburg
- ☐ 2 Corpus Christi
- ☐ 3 Victoria
- ☐ 4 Houston
- ☐ 5 Beaumont
- ☐ 6 Huntsville
- ☒ 7 Kilgore
- ☐ 8 Mount Pleasant
- ☒ 9 Wichita Falls
- ☒ 10 Richardson
- ☒ 11 Fort Worth
- ☒ 12 Waco
- ☒ 13 Austin
- ☐ 14 Abilene
- ☐ 15 San Angelo
- ☐ 16 Amarillo
- ☐ 17 Lubbock
- ☐ 18 Midland
- ☐ 19 El Paso
- ☐ 20 San Antonio

- ☐ I will not service members of the Texas Cooperative.

Dobbs Tennis Courts, Inc.
Company Name

Barbara Dobbs
Signature of Authorized Company Official

Barbara Dobbs
Printed Name



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (✓) all that apply:

☐ I will service all states in the United States.

☒ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--------------------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New York |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kansas | <input checked="" type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | |
| <input type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Dobbs Tennis Courts, Inc.

Company Name

Barbara Dobbs

Signature of Authorized Company Official

Barbara Dobbs

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Dobbs Tennis Courts, Inc.

Name of Vendor

Barbara Dobbs

Signature of Authorized Company Official

641-21

Proposal Invitation Number

Barbara Dobbs

Printed Name of Authorized Company Official

11-16-2020

Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 162,616. (The period of the 12 month period is 11-1-2019 / 10-30-2020). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)	✓	Y – 2019 + 2020	20-0201
9. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____

Proposed Discount (%): _____

Explanation: _____



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Dobbs Tennis Courts, Inc.

Company Name

Barbara Dohm

Signature of Authorized Company Official

Barbara Dobbs

Printed Name



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
Keller, City of	C. Maberry	(817) 743-4057	cmaberry@cityofkeller.com		\$ 9,062
Seguin, City of	Jack Jones	(830) 401-2482	jjones@seguintexas.gov		\$ 40,000
Grand Prairie, City	Joey Gomez	(972) 237-4751	jogomez@gptx.org		\$ 18,666
Crowley, City of	Leonard Calder	(817) 297-2201	lcalder@ci.crowley.tx.us		\$ 26,563
Garland, City of	Barry Swisher	(214) 232-2589	bswisher@garlandtx.gov		\$ 28,052
Denton, City of	Russell Koch	(940) 349-7100	russell.koch@cityofdenton.com		\$ 55,081
Arlington, City of	Tom Osen	(817) 459-6300	tom.osen@arlingtontx.gov		\$ 23,398
Coppell, City of	Eric Clay	(972) 462-5141	eclay@coppelltx.gov		\$ 66,703
Georgetown, City of	Traci Stengle	(512) 930-3595	traci.stengle@georgetown.org		\$ 55,485
Southlake, City of	Dave Kielich	(817) 748-8107	dkielich@ci.southlake.tx.us		\$ 98,292
Grapevine, City of	Tony Steele	(817) 410-3349	tsteele@grapevinetexas.gov		\$106,670
Round Rock, City of	Rachel Morris	(512) 341-3375	rmorris@roundrocktexas.gov		\$229,788

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES ☐ NO ☒ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Dobbs Tennis Courts, Inc.

Company Name

Barbara Dobbs

Signature of Authorized Company Official

Barbara Dobbs

Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.*)

Attach additional pages if necessary.

We would send an email to our current clients to inform them that we have been awarded a contract from BuyBoard. We would add BuyBoard affiliation to our website. We would add BuyBoard affiliation to our stationary and email signature.

Dobbs Tennis Courts, Inc.

Company Name

Barbara Dobbs

Signature of Authorized Company Official

Barbara Dobbs

Printed Name



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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:



NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.



YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Dobbs Tennis Courts, Inc.
Company Name

Barbara Dobbs
Signature of Authorized Company Official

Barbara Dobbs
Printed Name

11-16-2020
Date



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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Dobbs Tennis Courts, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor
Corporation
Limited Liability Company
Partnership
Other

☒
☐
☐
☐
☐

If other, identify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 75-1841784
*(Vendor must include a completed **IRS W-9** form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Dobbs Tennis Courts, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 90397	Requester's name and address (optional)	
6 City, state, and ZIP code Austin, TX 78709		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
7	5	-	1	8	4	1	7	8	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Barbara Dobbs</i>	Date ► <i>10/30/2020</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



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7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



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12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	Yes	BD
2. Termination for Cause or Convenience	Yes	BD
3. Equal Employment Opportunity	Yes	BD
4. Davis-Bacon Act	Yes	BD
5. Contract Work Hours and Safety Standards Act	Yes	BD
6. Right to Inventions Made Under a Contract or Agreement	Yes	BD
7. Clean Air Act and Federal Water Pollution Control Act	Yes	BD
8. Debarment and Suspension	Yes	BD
9. Byrd Anti-Lobbying Amendment	Yes	BD
10. Procurement of Recovered Materials	Yes	BD
11. Profit as a Separate Element of Price	Yes	BD
12. General Compliance and Cooperation with Cooperative Members	Yes	BD

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Dobbs Tennis Courts, Inc.

Company Name

Barbara Dobbs

Signature of Authorized Company Official

Barbara Dobbs

Printed Name



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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

39 years in Business. Company is not for Sale.
We plan to continue in business.

2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

See attached.

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

See attached.

City of Southlake July 2020	<p>Awarded contract to resurface 21 outdoor tennis and 3 basketball courts</p> <p>Value of contract: \$123,540.00</p> <p>Contact: Dave Kielich (817) 748-8107</p> <p>Supply material, labor, equipment and insurance</p>
City of Round Rock September 2019	<p>Awarded contract to overlay 2 tennis courts with post-tension concrete and surface with tennis, pickleball and basketball</p> <p>Value of contract: \$138,000.00</p> <p>Contact: Rachel Morris (512) 341-3375</p> <p>Supply material, labor, equipment and insurance</p>
City of Seguin July 2020	<p>Resurfaced (6) outdoor tennis courts and (1) basketball court</p> <p>Value of work: \$40,000.00</p> <p>Contact: Jack Jones (830) 401-2482</p> <p>Supply material, labor, equipment and insurance</p>



Building and Resurfacing since 1981

DOBBS TENNIS COURTS, INC.

P.O. Box 90397
Austin, Texas 78709
Tel. (512) 288-2113 * Fax (512) 288-2126
Toll Free (800) 487-6259
dtcaustin@aol.com www.dobbstennis.com
HUB Certified



Certified Tennis Court Builder on Staff

October 30, 2020

Danny Dobbs, President, Owner, Retired

Dobbs Tennis Courts, Inc.

Attended Baylor University playing tennis on a full scholarship.
Bachelors Degree in Management/Marketing
Started the company in 1981 in Dallas.

Barbara Dobbs, Corporate Secretary, Owner, General Manager

Dobbs Tennis Courts, Inc.

Bachelors Degree in Management/Accounting
With Dobbs Tennis Courts since 2002.
Certified Tennis Court Builder
Oversee project management of construction projects.
Estimating of construction and resurfacing projects.
Purchasing of construction materials and surfacing materials.
Previous experience: Building cell towers, accounting for cable television construction and oil pump parts. Residential home construction. Purchasing agent for food and beverage at resort hotel.
OSHA 30 hour certified, first aid/CPR certified

Herman Hernandez, Superintendent, Project Manager

Dobbs Tennis Courts, Inc.

With Dobbs Tennis Courts since 1985
Oversees construction crews and resurfacing in Dallas area.
Experience with post-tension concrete construction.
Certified installer of acrylic surface coatings.

Joe Dela Cruz, Superintendent, Project Manager

Dobbs Tennis Courts, Inc.

With Dobbs Tennis Courts since 1999
Oversees construction crews and resurfacing in Austin area.
Experience with post-tension concrete construction.
Certified installer of acrylic surface coatings.
OSHA 10 hour certified



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4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

Communication and submittals.

5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

All of our work is completed in-house:

Purchasing, material, equipment, Labor

6. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Line of Credit: \$85,000 other credit available: \$80,000

Bonding Capacity: \$400,000 Insurance is above appropriate.

Never bankruptcy

7. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No. None.



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8. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

NONE

9. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution or current status.

NONE

10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Materials received directly from manufacturer.

11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

Our carrier would request that,

Watkins Insurance group

We have had Travelers in the past.



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12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

Attached are the modifiers.

No safety issues

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Dobbs Tennis Courts, Inc.

Company Name

Barbara DeMm

Signature of Authorized Company Official



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: DOBBS DANNY

Risk ID: 420573820

Rating Effective Date: 05/25/2020

Production Date: 02/04/2020

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.07	3,389	5,363	1,974	0	25,375	0	0
TX-C	.07	7,640	11,939	4,299	0	25,375	660	660
(A) (B) (C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses		
.07	11,029	17,302	6,273	0	25,375	198	198	

	Primary Losses		Stabilizing Value		Ratable Excess		Totals		
	(I)		$C * (1 - A) + G$		$(A) * (F)$		(J)		
Actual	198		35,632		0		35,830		
	(E)		$C * (1 - A) + G$		$(A) * (C)$		(K)		
Expected	6,273		35,632		772		42,677		
	ARAP		FLARAP		SARAP		MAARAP		Exp Mod
									(J) / (K)
Factors									.84

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: DOBBS DANNY

Risk ID: 420573820

Rating Effective Date: 05/25/2019

Production Date: 12/06/2018

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.07	10,171	16,392	6,221	0	25,125	0	0
(A) Wt	(B) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.07	10,171	16,392	6,221	0	25,125	0	0	

	Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual	(I)	0	C * (1 - A) + G 34,584		(A) * (F) 0		(J) 34,584
Expected	(E)	6,221	C * (1 - A) + G 34,584		(A) * (C) 712		(K) 41,517
	ARAP		FLARAP		SARAP		MAARAP
Factors							(J) / (K) .83

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: DOBBS DANNY

Risk ID: 420573820

Rating Effective Date: 05/25/2018

Production Date: 12/21/2017

State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.06	7,051	11,547	4,496	0	24,750	0	0
(A) Wt	(B) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.06	7,051	11,547	4,496	0	24,750	0	0	

	Primary Losses		Stabilizing Value		Ratable Excess		Totals	
Actual	(I)	0	C * (1 - A) + G 31,378		(A) * (F) 0		(J) 31,378	
Expected	(E)	4,496	C * (1 - A) + G 31,378		(A) * (C) 423		(K) 36,297	
	ARAP		FLARAP		SARAP		MAARAP	
Factors							(J) / (K) .86	

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PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION

1. **FOOTBALL SYNTHETIC INDOOR Sports Surfaces Products** - price per square foot (including installation) for football synthetic sports surfaces products for indoor use.
2. **BASKETBALL SYNTHETIC INDOOR Sports Surfaces Products** - price per square foot (including installation) for basketball synthetic sports surfaces products for indoor use.
3. **BASEBALL SYNTHETIC INDOOR Sports Surfaces Products** - price per square foot (including installation) for baseball synthetic sports surfaces products for indoor use.
4. **TRACK SYNTHETIC INDOOR Sports Surfaces Products** - price per square yard (including installation) for track synthetic sports surfaces products for indoor use.
5. **TENNIS SYNTHETIC INDOOR Sports Surfaces Products** - price per square foot (including installation) for tennis synthetic sports surfaces products for indoor use.
6. **SOCCER SYNTHETIC INDOOR Sports Surfaces Products** - price per square foot (including installation) for soccer synthetic sports surfaces products for indoor use.
7. **All OTHER SYNTHETIC INDOOR Sports Surfaces Products** - price per square foot (including installation) for all other types of synthetic sports surfaces products for indoor use.
8. **All WOODEN INDOOR Sports/Performances Surfaces Products** - price per square foot (including installation) for all types of wooden sports surfaces products for indoor use.
9. **FOOTBALL SYNTHETIC OUTDOOR Sports Surfaces Products** - price per square foot (including installation) for football synthetic sports surfaces products for outdoor use.
10. **BASKETBALL SYNTHETIC OUTDOOR Sports Surfaces Products** - price per square foot (including installation) for basketball synthetic sports surfaces products for outdoor use.
11. **BASEBALL SYNTHETIC OUTDOOR Sports Surfaces Products** - price per square foot (including installation) for baseball synthetic sports surfaces products for outdoor use.
12. **TRACK SYNTHETIC OUTDOOR Sports Surfaces Products** - price per square yard (including installation) for track synthetic sports surfaces products for outdoor use.
13. **TENNIS SYNTHETIC OUTDOOR Sports Surfaces Products** - price per square foot (including installation) for tennis synthetic sports surfaces products for outdoor use.
14. **SOCCER SYNTHETIC OUTDOOR Sports Surfaces Products** - price per square foot (including installation) for soccer synthetic sports surfaces products for outdoor use.
15. **All OTHER SYNTHETIC OUTDOOR Sports Surfaces Products** - price per square foot (including installation) for all other types of synthetic sports surfaces products for outdoor use.
16. **All-NATURAL GRASS OUTDOOR Sports Surfaces Products** - price per square foot (including installation) for all types of natural grass sports surfaces products for outdoor use.



Section II: Wooden Gym and Stage Floors Refinishing - PRODUCTS INCLUDING INSTALLATION

17. **Wooden Gym and Stage Floors Refinishing** - per square foot price for all types of refinishing of wooden gymnasium and stage floors including all labor, materials, supplies and equipment.

Section III: Sports Surfaces (Indoor and Outdoor)

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

•A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions (1-20) or other states, Vendor must clearly specify the coefficient(s) and region(s)/state(s) to which each coefficient applies.

• Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- 18. **Coefficient for Repair/Renovation Work of Indoor Football Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
- 19. **Coefficient for Repair/Renovation Work of Indoor Football Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
- 20. **Coefficient for Repair/Renovation Work of Outdoor Football Sport Surfaces, Standard Hours** as listed in RSMeans Cost Data Book.
- 21. **Coefficient for Repair/Renovation Work of Outdoor Football Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
- 22. **Coefficient for Repair/Renovation Work of Indoor Basketball Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
- 23. **Coefficient for Repair/Renovation Work of Indoor Basketball Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
- 24. **Coefficient for Repair/Renovation Work of Outdoor Basketball Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
- 25. **Coefficient for Repair/Renovation Work of Outdoor Basketball Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
- 26. **Coefficient for Repair/Renovation Work of Indoor Baseball Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
- 27. **Coefficient for Repair/Renovation Work of Indoor Baseball Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
- 28. **Coefficient for Repair/Renovation Work of Outdoor Baseball Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
- 29. **Coefficient for Repair/Renovation Work of Outdoor Baseball Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
- 30. **Coefficient for Repair/Renovation Work of Indoor Track Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
- 31. **Coefficient for Repair/Renovation Work of Indoor Track Sport Surfaces Non-Standard Hours** as listed in RSMeans Cost Data Book.
- 32. **Coefficient for Repair/Renovation Work of Outdoor Track Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
- 33. **Coefficient for Repair/Renovation Work of Outdoor Track Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.



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34. **Coefficient for Repair/Renovation Work of Indoor Tennis Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
35. **Coefficient for Repair/Renovation Work of Indoor Tennis Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
36. **Coefficient for Repair/Renovation Work of Outdoor Tennis Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
37. **Coefficient for Repair/Renovation Work of Outdoor Tennis Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
38. **Coefficient for Repair/Renovation Work of Indoor Soccer Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
39. **Coefficient for Repair/Renovation Work of Indoor Soccer Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
40. **Coefficient for Repair/Renovation Work of Outdoor Soccer Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
41. **Coefficient for Repair/Renovation Work of Outdoor Soccer Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
42. **Coefficient for Repair/Renovation Work of All Wooden Indoor Sports/Performances Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
43. **Coefficient for Repair/Renovation Work of All-Natural Grass Outdoor Sports Surfaces** as listed in RSMeans Cost Data Book.
44. **Coefficient for Repair/Renovation Work of All Other Indoor Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
45. **Coefficient for Repair/Renovation Work of All Other Indoor Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
46. **Coefficient for Repair/Renovation Work of All Other Outdoor Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
47. **Coefficient for Repair/Renovation Work of All Other Outdoor Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.

Section IV: Site Work

COEFFICIENT FOR SITE WORK for Standard and Non-Standard Hours

• A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions (1-20) or other states, Vendor must clearly specify the coefficient(s) and region(s)/state(s) to which each coefficient applies.

• Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

48. **Coefficient for Site Work, including but not limited to drainage, site prep work, and related site work Standard Hours** as listed in RSMeans Cost Data Book.
49. **Coefficient for Site Work, including but not limited to drainage, site prep work, and related work Non-Standard Hours** as listed in RSMeans Cost Data Book.



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Section V: Artificial/Synthetic Turf Testing, Evaluation and Related Services

- 50. Discount (%) off catalog/pricelist for **Artificial/ Synthetic Turf Testing Services.**
- 51. Discount (%) off catalog/pricelist for **Artificial/ Synthetic Turf Evaluation Services.**
- 52. Discount (%) off catalog/pricelist for **Artificial/Synthetic Turf Repair Services.**
- 53. Discount (%) off catalog/pricelist for **Clean, Groom, and Disinfect Services of Artificial/Synthetic Turf.**
- 54. Discount (%) off catalog/pricelist for **G-Max Testing Services.**
- 55. Discount (%) off catalog/pricelist for **All Other Artificial/Synthetic Turf Related Services.**



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature**
- ☒ Completed: **Vendor Contact Information**
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☒ Completed: **Resident/Nonresident Certification**
- ☒ Completed: **No Israel Boycott Certification**
- ☒ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Completed: **Historically Underutilized Business (HUB) Certification**
- ☒ Completed: **Construction Related Goods and Services Affirmation**
- ☒ Completed: **Deviation/Compliance**
- ☒ Completed: **Location/Authorized Seller Listings**
- ☒ Completed: **Manufacturer Dealer Designation**
- ☒ Completed: **Texas Regional Service Designation**
- ☒ Completed: **State Service Designation**
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☒ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Completed: **Governmental References**
- ☒ Completed: **Marketing Strategy**
- ☒ Completed: **Confidential/Proprietary Information**
- ☒ Completed: **Vendor Business Name with IRS Form W-9**
- ☒ Completed: **EDGAR Vendor Certification**
- ☒ Completed: **Proposal Invitation Questionnaire**
- ☒ Completed: **Proposal Specifications and Manufacturer Authorization Letters** *(Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with proposal response or response will not be considered.)*
- ☒ Completed: **Required Forms Checklist**

Dobbs Tennis Courts, Inc. Information

Contact: Barbara Dobbs
Address: PO Box 90397
Austin, TX 78709
Phone: (512) 288-2113
Fax: (512) 288-2126
Toll Free: (800) 487-5269
Email: dtcaustin@aol.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Barbara Dobbs

Signature

Submitted at 11/18/2020 5:54:35 PM

dtcaustin@aol.com

Email

Requested Attachments

BuyBoard Proposal Invitation No. 641-21 Indoor/Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing

BuyBoard Proposal Invitation No. 641-21.pdf

REQUIRED - In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

Description of Work.pdf

REQUIRED - In PDF format, upload catalog/pricelist in proposal invitation instructions. File size must not exceed 100MB.(Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s)

Authorized Applicator - PlexiPave.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s) in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer.

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W-9 2020.pdf

REQUIRED - In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Detailed Information and Exceptions Related to Services

Description of Work.pdf

In PDF format, define the services that are proposed to be provided and attach detailed information including exceptions to pricing or discount percentage, NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Addendum No. 1

Addendum 1.pdf

REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Addendum No. 2

Addendum 2.pdf

REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Response Attachments

Workers Comp Experience Modifier.pdf

Workers Comp Experience Modifier

1	<p>Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - FOOTBALL SYNTHETIC INDOOR Sports Surfaces Products - price per square foot (including installation) for football synthetic sports surfaces products for indoor use.</p> <p>UOM: <u>Square Foot</u></p> <p>Item Notes:</p> <p>Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none"> Vendor's must list one specific percentage discount for each Manufacturer listed. Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate" <p>Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").</p> <ul style="list-style-type: none"> For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer. For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf. MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS. <p>Item Attributes</p> <p>1. List Name of Product(s) Proposed per Unit of Measure</p> <div style="border: 1px solid black; padding: 5px; min-height: 20px;">No response</div>	No Bid
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Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - BASKETBALL SYNTHETIC INDOOR

Sports Surfaces Products - price per square foot **(including installation)** for basketball synthetic sports surfaces products for indoor use.

UOM: Square Foot

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - BASEBALL SYNTHETIC INDOOR Sports Surfaces Products - price per square foot **(including installation)** for baseball synthetic sports surfaces products for indoor use.

UOM: Square Foot

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - TRACK SYNTHETIC INDOOR Sports Surfaces Products - price per square yard **(including installation)** for track synthetic sports surfaces products for indoor use.

UOM: Square Yard

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - TENNIS SYNTHETIC INDOOR Sports Surfaces Products - price per square foot **(including installation)** for tennis synthetic sports surfaces products for indoor use.

UOM: Square Foot

Price:

\$1.14

Total:

\$1.14

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

PlexiPave

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - SOCCER SYNTHETIC INDOOR Sports Surfaces Products - price per square foot **(including installation)** for soccer synthetic sports surfaces products for indoor use.

UOM: Square Foot

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - All OTHER SYNTHETIC INDOOR Sports Surfaces Products - price per square foot **(including installation)** for all other types of synthetic sports surfaces products for indoor use.

UOM: Square Foot

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - All WOODEN INDOOR

Sports/Performances Surfaces Products - price per square foot **(including installation)** for all types of wooden sports surfaces products for indoor use.

UOM: Square Foot

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - FOOTBALL SYNTHETIC OUTDOOR

Sports Surfaces Products - price per square foot **(including installation)** for football synthetic sports surfaces products for outdoor use.

UOM: Square Foot

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - BASKETBALL SYNTHETIC OUTDOOR Sports Surfaces Products - price per square foot **(including installation)** for basketball synthetic sports surfaces products for outdoor use.

UOM: Square Foot

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
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- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - BASEBALL SYNTHETIC OUTDOOR Sports Surfaces Products - price per square foot **(including installation)** for baseball synthetic sports surfaces products for outdoor use.

UOM: Square Foot

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - TRACK SYNTHETIC OUTDOOR Sports Surfaces Products - price per square yard_(including installation) for track synthetic sports surfaces products for outdoor use.

UOM: Square Yard

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

2. Attribute deleted as part of an Addendum

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - TENNIS SYNTHETIC OUTDOOR Sports Surfaces Products - price per square foot **(including installation)** for tennis synthetic sports surfaces products for outdoor use.

UOM: Square Foot Price: \$1.14 Total: \$1.14

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

PlexiPave

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - SOCCER SYNTHETIC OUTDOOR Sports Surfaces Products - price per square foot **(including installation)** for soccer synthetic sports surfaces products for outdoor use.

UOM: Square Foot

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - All OTHER SYNTHETIC OUTDOOR Sports Surfaces Products - price per square foot **(including installation)** for all other types of synthetic sports surfaces products for outdoor use.

UOM: Square Foot

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - All-NATURAL GRASS OUTDOOR Sports Surfaces Products - price per square foot **(including installation)** for all types of natural grass sports surfaces products for outdoor use.

UOM: Square Foot

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section II: Wooden Gym and Stage Floors Refinishing - PRODUCTS INCLUDING INSTALLATION -

Wooden Gym and Stage Floors Refinishing - per square foot price for all types of refinishing of wooden gymnasium and stage floors including all labor, materials, supplies and equipment.

UOM: Square Foot

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

No response

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Football Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.UOM: Coefficient**No Bid**

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes**1. Detailed Information on Coefficient**No response

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Football Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Football Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Football Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.UOM: Coefficient**No Bid**

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes**1. Detailed Information on Coefficient**No response

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Basketball Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Basketball Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.UOM: Coefficient**No Bid**

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes**1. Detailed Information on Coefficient**No response

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Basketball**Sport Surfaces, Standard Hours** as listed in RSMeans Cost Data Book.UOM: Coefficient Price: Total:

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes**1. Detailed Information on Coefficient****2. Attribute deleted as part of an Addendum**

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Basketball Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient Price: Total:

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

2. Attribute deleted as part of an Addendum

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Baseball Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

2. Attribute deleted as part of an Addendum

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Baseball Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

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Item Attributes

1. Detailed Information on Coefficient

No response

2. Attribute deleted as part of an Addendum

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Baseball Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

2. Attribute deleted as part of an Addendum

29

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Baseball Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

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Item Attributes

1. Detailed Information on Coefficient

No response

2. Attribute deleted as part of an Addendum

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Track Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

2. Attribute deleted as part of an Addendum

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Track Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

2. Attribute deleted as part of an Addendum

3
2

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Track Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

2. Attribute deleted as part of an Addendum

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Track Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Tennis Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

Price:

Total:

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

regular hours

3
5

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Tennis Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient Price: \$1.50 Total: \$1.50

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

overtime hours

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Tennis Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient Price: Total:

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Tennis Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient Price: Total:

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

Overtime hours

3
8

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Soccer Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Soccer Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Soccer Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

4
1

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Soccer Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of All Wooden Indoor Sports/Performances Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of All-Natural Grass Outdoor Sports Surfaces as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

4
4

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of All Other Indoor Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

4
5

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of All Other Indoor Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

4
6

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of All Other Outdoor Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

4
7

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of All Other Outdoor Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

Section IV: Site Work - Coefficient for Site Work, including but not limited to drainage, site prep work, and related site work Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

Section IV: Site Work - Coefficient for Site Work, including but not limited to drainage, site prep work, and related site work Non-Standard Hours as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

50

Section V: Artificial/Synthetic Turf Testing, Evaluation and Related Services - Discount (%) off catalog/pricelist for **Artificial/ Synthetic Turf Testing Services**. Catalog/Pricelist MUST be included or proposal will not be considered.

(Line excluded from response total)

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

No response

51

Section V: Artificial/Synthetic Turf Testing, Evaluation and Related Services - Discount (%) off catalog/pricelist for **Artificial/ Synthetic Turf Evaluation Services**. Catalog/Pricelist MUST be included or proposal will not be considered.

(Line excluded from response total)

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

No response

5
2

Section V: Artificial/Synthetic Turf Testing, Evaluation and Related Services - Discount (%) off catalog/pricelist for **Artificial/ Synthetic Turf Repair Services**. Catalog/Pricelist MUST be included or proposal will not be considered.

(Line excluded from response total)

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

No response

5
3

Section V: Artificial/Synthetic Turf Testing, Evaluation and Related Services - Discount (%) off catalog/pricelist for **Clean, Groom, and Disinfect Services of Artificial/Synthetic Turf**. Catalog/Pricelist MUST be included or proposal will not be considered.

(Line excluded from response total)

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

No response

54

Section V: Artificial/Synthetic Turf Testing, Evaluation and Related Services - Discount (%) off catalog/pricelist for **G-Max Testing Services**. Catalog/Pricelist MUST be included or proposal will not be considered.

(Line excluded from response total)

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

No response

55

Section V: Artificial/Synthetic Turf Testing, Evaluation and Related Services - Discount (%) off catalog/pricelist for **All Other Artificial/Synthetic Turf Related Services**. Catalog/Pricelist MUST be included or proposal will not be considered.

(Line excluded from response total)

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

No response

5
6

Section VI: Site Work - Coefficient for Non-Pre-Priced Work of Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

5
7

Section VI: Site Work - Coefficient for Non-Pre-Priced Work of Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

UOM: Coefficient

No Bid

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES for Standard and Non-Standard Hours

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

No response

Response Total: \$9.78



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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ADDENDUM No. 1

Proposal Invitation No. 641-21

Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing

The following addenda are issued to Proposal Invitation 641-21, Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing, and shall become a permanent part of the Proposal Invitation document:

1. **ADDENDA TO GENERAL INFORMATION:** The following items, Unit Price Book and Proposer's Coefficient and Non-Pre-Priced Work, are added to the General Information section of the Proposal Invitation.

UNIT PRICE BOOK AND PROPOSER'S COEFFICIENT

For this Proposal Invitation, the unit price book will be the current calendar year issue of the RSMeans Facilities Construction Cost Data Book with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation.

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places.

If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form.

Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the **"Total Including O&P" costs column** in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

NON-PRE-PRICED WORK

For work to be performed based on a Proposer's Coefficient, work items that are not listed or materially differ from line items in the Unit Price Book shall be considered "Non-Pre-Priced Work." Vendors shall address Non-Pre-Priced Work as follows:

(1) For tasks that are not specifically included in the Unit Price Book (but are within the basic intent and general scope of the Contract), Vendor shall calculate the price by applying Proposer's Coefficient to the nearest fair and reasonable Unit Price Book description and cost which can be agreed to by the Vendor and the Cooperative member which satisfies the fit, form and function philosophy of the work to be performed.

(2) For tasks which are included in the Unit Price Book but differ materially from those ordinarily encountered, a Vendor seeking to make an adjustment to the cost from the Unit Price Book must submit cost documentation to the Cooperative member prior to issuance of the final quote including justification and descriptive and supportive documentation. Unless otherwise agreed by the Cooperative member in writing in advance, a minimum of three quotes shall be provided. Written approval must be received from the Cooperative member to exercise this option.



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(3) If materials specified for a specific task exceed the **unit material bare cost** in the Unit Price Book by more than 1.5 times, the Vendor may request adjustments of the bare cost. In these instances, copies of at least three competitive materials vendor quotations must be submitted to the Cooperative member to substantiate material costs in excess of the Unit Price Book. (If approved by the Cooperative member in writing in advance, Vendor may propose only two such quotes.) The Vendor shall be required to provide copies of invoices and proof of payment when requested by the Cooperative member. These negotiations must precede the authorization for the work and will not be allowed on a change order basis. In these instances, the Vendor shall be reimbursed at 10% above the invoice cost unless a different reimbursement value is agreed upon in writing by Vendor and Cooperative Member. All such exceptions for Non-Pre-Priced Work require the written approval of the Cooperative member before any work is performed.

An asterisk shall precede any modified task description for Non-Pre-Priced Work. Justification, descriptive and supportive documentation must be provided by the Vendor for all Non-Pre-Priced work.

2. ADDENDA TO PROPOSAL SPECIFICATIONS:

Line items 1-49 have been updated in the electronic proposal submission system. This update provides required data/text fields that are associated with the required pricing information to be submitted by vendors.

New Section VI and Line items 56 and 57 below are added to the Proposal Specifications for this Proposal Invitation. Vendors must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

Section VI: Sports Surfaces (Indoor and Outdoor)

COEFFICIENT FOR NON-PRE-PRICED WORK FOR SPORTS SURFACES, Standard and Non-Standard Hours

• A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions (1-20) or other states, Vendor must clearly specify the coefficient(s) and region(s)/state(s) to which each coefficient applies.

• Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

56. Coefficient for Non-Pre-Priced Work of Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

57. Coefficient for Non-Pre-Priced Work of Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.



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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: Dobbs Tennis Courts, Inc.

Address: P.O. Box 90397 Austin, Tx 78709

Signature of Authorized
Company Official: Barbara Dollin

Title: Corporate Secretary

Telephone Number: (512) 288-2113

Date: 11-18-2020



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 2**

Proposal Invitation No. 641-21

Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing

The following addenda are issued to Proposal Invitation 641-21, Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing, and shall become a permanent part of the Proposal Invitation document:

ADDENDA TO PROPOSAL SPECIFICATIONS:

1. Line item 9 has been updated in the electronic proposal submission system to align with the information provided in the Proposal Specification Summary.

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: Dobbs Tennis Courts, Inc.

Address: P.O. Box 90397 Austin, Tx 78709

Signature of Authorized
Company Official: Barbara Dohm

Title: Corporate Secretary

Telephone Number: 512-288-2113

Date: 11-16-2020



Building and Resurfacing since 1981

DOBBS TENNIS COURTS, INC.

P.O. Box 90397
Austin, Texas 78709
Tel. (512) 288-2113 * Fax (512) 288-2126
Toll Free (800) 487-6259
dtcaustin@aol.com www.dobbstennis.com
HUB Certified



Certified Tennis Court Builder on Staff

Dobbs Tennis Courts, Inc. (DTC) proposes to provide materials, labor, transportation, and insurance for the above described project as follows:

RESURFACING of Tennis Court, Pickleball Court, or Basketball Court:

1. Sand, prime and paint net posts, as needed.
2. **Clean the Surface:** Remove dirt, stains, debris, mildew, loose surfacing material and other materials that may impact the adhesion of the acrylic coatings by pressure washing, blowing, and scraping, etc.
3. **Low Spot/Birdbath Repair:** Prior to the application of the court surface system, the entire court area shall be water flooded and allowed to drain for sixty minutes at 70 degrees F. At that time the surface shall be inspected for depressions, and areas holding water deeper than 1/16 inch shall be clearly marked to establish the bird bath outline. Once they are completely dried, the outlined area shall be patched and leveled using acrylic court leveling material.
4. **Crack Repair:** All structural cracks in the pavement, if any, shall be routed, air blown and cleaned. All cracks will be filled their entire depth with acrylic patch binder material. Multiple applications may be necessary. Feather and sand all repairs to be even with the adjacent court surface. Allow to dry.
5. **Resurfacer Coats:** Apply acrylic resurfacer over all patched areas. Apply (1) coat of textured acrylic resurfacer over the entire court surface at an undiluted coverage rate of .07-.09 gallons per square yard per coat.
6. **Color Coats:** Apply (2) coats of acrylic color (with sand) at an undiluted coverage rate of .05-.07 gallons per square yard per coat.
7. **Playing Lines:** Apply 2" textured **white lines** (with same sand percentage as surface) as per USTA specifications for tennis. Lines will be measured, taped and primed for application. Lines shall be crisp and straight.
8. **Clean Up:** Remove all materials, equipment, barrels, etc. from the site and restore the general site to an acceptable condition.

(Water and electric provided by owner.)

Pricing: \$8,225 per court OR \$1.14 per square foot

Varies, depending on the condition of the courts, and the number of courts, size of courts.

SLURRY COAT:

A concrete slurry coat is used when there is the presence of a bonding issue, or moisture issue. Can be applied to whole court or to smaller areas.

Pricing: \$1.00 per square foot



OPTIONAL: Armor CRACK REPAIR SYSTEM:

The **ARMOR® Crack Repair System** utilizes a knitted fabric that will expand as the crack widens. The secret to making this repair work is how it is purposely NOT bonded to the court in the vicinity of the crack, thereby allowing more of the fabric to absorb any movement or growth of the crack without the fabric tearing or delaminating from the surface. Thus, the reason why the **ARMOR® Crack Repair System** works so well is that it effectively spreads the stress of the crack over a wide area of expandable fabric-other brand name repair "systems" do not do this.

Although your tennis court is technically still cracked, the filled cracks are hidden beneath our repair and then covered over completely with color-coating materials. Although it will not prevent cracks from developing elsewhere on the court, or prevent cracks from growing in length out beyond the repair, the **ARMOR® Crack Repair System** successfully keeps repaired structural cracks from reappearing on the surface.

There is not a crack repair system in the world for tennis courts that has achieved the success of the **ARMOR® Crack Repair System**. Since 1993, it has effectively kept structural tennis court cracks from reappearing, proving itself in a wide temperature range from below 0°F to above 100°F.

Warranty: Two-year warranty that cracks will not reappear in areas repaired with Armor.

Installed prior to resurfacing.

Price: \$20.00 / linear foot

BLENDED PLAYING LINES (QuickStart):

Provide and install blended 36/60 foot tennis playing lines on 78 foot tennis court, in accordance with the USTA recommendations for blended playing line installation. Blended lines are 1-1/2" wide and shall terminate 3 inches from their intersection with the 78 foot court lines. All blended lines shall be within the same color family as the existing court playing surface and should have the same surface pace rating as the existing court. All lines are measured out to out, with the exception of the center lines which shall be measured out to center. The center mark for the 36-foot court shall be set 2 inches off the existing doubles sideline and shall be 2" long by 1-1/2" wide. Line Color is typically a lighter shade of playing surface

Price: \$300.00 per court

Trip Charge: \$285.00

PICKLE BALL LINES:

<https://www.nbcnews.com/better/lifestyle/pickleball-fastest-growing-sport-you-ve-never-heard-ncna992106>

Stripe court for pickle ball lines (using tennis net). Lines will be 2" wide and shall have the same surface pace rating as the existing court.

Line Color:_____.

Price: \$375.00 per court

Initial_____

Trip Charge: \$285.00

TENNIS NET AND STRAP:

New tennis net and center net strap. Nets are 3.5mm, double top, tapered. Edwards 30LS.

Pricing: \$250.00

Installation price: \$115.00

EXPANSION/CONSTRUCTION JOINTS:

Expansion joints will be cleaned out and filled with appropriate size backer rod and sealed with SL1 and SL2 joint sealant as required.

Pricing:	1/2" wide	\$4.70/linear foot
	1" wide	\$5.70/linear foot
	1-1/2" wide	\$10.20/linear foot
	2" wide	\$12.65/linear foot
	2-1/2" wide	\$14.40/linear foot

CENTER GROUND ANCHORS:

Provide and install (1) center ground anchors (to hold net strap at the bottom).

Pricing: \$285.00

TENNIS NET POSTS:

Remove existing net posts and discard. Provide and install (1) pair Edwards Classic Round internal wind 2-7/8" net posts, into existing net post sleeves. ***

Price: \$ 450.00

FOOTING FOR TENNIS NET POSTS:

*** If net post sleeves are not present, or the old net posts cannot be removed, new concrete footings will have to be dug and net post sleeves installed.

Price for first (1) footing with sleeve: \$ 900.00

Price for additional footings with sleeves: \$ 450.00 each

WINDSCREENS for fencing - 9' HIGH:

Provide and install 9' high Dark Green or Black open mesh polypropylene windscreens with reinforced air vents and center grommets for roping with gates and transoms.

Price: \$ 11.50 / linear foot

----or----

WINDSCREENS for fencing - 6' HIGH:

Provide and install 6' high Dark Green or Black open mesh polypropylene windscreens with center grommets with gates.

Price: \$ 8.25 / linear foot

WARRANTY: All surfacing is guaranteed for one year against peeling, chalking, or bonding failures.

DISCLAIMER: The new surface will not significantly improve the drainage of an existing court. There is no guarantee that there will be no standing water on the court after the new surface is complete. Any problems in the new surface caused by cracks in the slab or other problems with the existing slab are not covered in the warranty. Also, any problems caused by an old surface coating will not be covered in the warranty. Any repair work not covered by warranty will be charged on a cost plus basis.

NOTE: Cracks can start coming back through the surface immediately.

RESPECTFULLY SUBMITTED,
DOBBS TENNIS COURTS, INC.

By: ***Barbara Dobbs, CTCB***



2020 Authorized Applicator Plexipave®

“Dobbs Tennis Company”

This is to confirm that the above named company is the sole Authorized Applicator of the Plexipave® System. Plexipave is the world's largest manufacturer of acrylic sport surfaces. A select group of applicators have demonstrated the capability and the techniques to successfully install the Plexipave System. ICP Construction Inc. supports their efforts with technical service and marketing assistance. This authorization is reviewed annually to insure continued compliance with our standards. We are pleased to have this firm as a part of our network.

Tom Magner

Tom Magner
Director of Sales
California Sports Surfaces



2020 Authorized Applicator DecoTurf

“Dobbs Tennis Company”

This is to confirm that the above name company is an Authorized Applicator of the DecoTurf System. A select group of applicators have demonstrated the capability and the techniques to successfully install the DecoTurf System. California Sport Surfaces' supports their efforts with technical service and marketing assistance. This authorization is reviewed annually to insure continued compliance with our standards. We are pleased to have this firm as a part of our network.

Tom Magner

Tom Magner
Director of Sales
California Sports Surfaces





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NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, assisted in the formation of the Cooperative, and TASB along with the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754 and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701 all endorse the Cooperative.

The Cooperative's contracts for commodities and services will be available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative's administrator, provides the electronic commerce technology to the Cooperative to enable members' purchasing to be accomplished electronically.

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: Director of Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
Phone: 512-467-0222
Fax: 800-211-5454
E-Mail: bids@buyboard.com

Sealed proposals are being solicited for the products, supplies, services and/or equipment as set forth in this Proposal Invitation and are solicited on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 641-21 for Indoor/Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing** must be received **on or before 4:00 PM November 19, 2020**, either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**



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PROPOSAL INVITATION NO. 641-21

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INSTRUCTIONS TO PROPOSERS

Electronic Proposal Submission

The Cooperative is now accepting electronic proposal submission and is requesting that Vendors submit proposals electronically via the following website:

buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option.

Before you submit

- In order to submit proposals electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor user name and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its proposal via electronic submission.
- Browser requirements can be found at <https://buyboard.ionwave.net/BrowserCompatibility.html>.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor its administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal due date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- **PROPOSAL SPECIFICATIONS:** – Select the "Line Items" tab to locate the Proposal Specifications.
 - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information as specified).
 - Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
 - Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:
 - i. Manufacturers shall be listed in alphabetical order
 - ii. Vendor's must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.



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- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation) and electronic catalogs/pricelists. **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Proposal Instructions or it will not be considered.**
- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the proposal.
 - If an error or multiple errors occur, the system will display the location of the error(s).
 - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). ***Your submission will not be submitted until all errors are corrected.***
 - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any vendor without the technical capability or wishing to submit a hard copy proposal, rather than utilizing electronic submission, may do so in accordance with the following instructions:

- Contact BuyBoard staff at bids@buyboard.com to request a copy of the Proposal Specification Form **at least five (5) business days prior to the Proposal submission deadline.**
- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in **electronic, searchable PDF format on a USB flash drive, CD or DVD.** **Paper copies will NOT be accepted.**
- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Proposal Instructions or it will not be considered.**
 - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
 - a. **Manufacturers shall be listed in alphabetical order**
 - b. **Vendor's must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**
- The hard copy electronic proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal submission deadline:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759

VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor its administrator shall be responsible for proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor its administrator shall be responsible for proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.



REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS

Electronic catalogs/pricelists must be submitted in the required format with the Proposal (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative:

Vendors are required to submit catalog(s)/pricelist(s) in **searchable PDF electronic format ONLY**. No other format will be accepted. Further, no paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors **MUST** include in each submitted pricelist/catalog:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	List Price
1	1234	Desk	\$50.00
2	1235	Chair	\$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

INSTRUCTIONS FOR VENDORS PROPOSING MULTIPLE MANUFACTURER PRODUCT LINES:

As set forth above, Vendors proposing various manufacturer product lines per line item must submit the information as follows ***or Vendor's proposal may not be considered:***

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.



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GENERAL INFORMATION

Proposal Invitation No. 641-21

Indoor/Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing

**Please make sure that you have reviewed and completed all sections of this Proposal Invitation.*

1. Notice of Proposal Invitation and Instructions to Proposers
2. General Information
3. Proposal Invitation Forms
4. Proposal Specifications
5. General Terms and Conditions

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to establish a contract for the purchase of various types of Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing that may be purchased by Cooperative members. Because individual members require different equipment, supplies, and/or services this Proposal Invitation is a request for not-to-exceed price per unit of measure for surfaces and installation and refinishing work; a coefficient to be applied to unit price book for repair, renovation, and site work; and a discount off catalog or price list for testing, evaluation and related services. Purchases can be made by a Cooperative member at any time during the contract term.

TERM OF CONTRACT

The term of this contract will be from June 1, 2021 through May 31, 2022, with two (2) possible one (1) year renewals.

An awarded Vendor has no right to or vested interest in contract renewal. The Cooperative will evaluate the contract award prior to the expiration of the then-current term on the basis of factors that may include the annual amount of business, performance and continued provision of best value to Cooperative members.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of \$15,000 through the contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be mutually agreed upon by both parties.

VALUE OF CONTRACT

The estimated value of this contract is \$115,752,251; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either minimum or maximum since usage is dependent upon Cooperative members' actual needs and available funding.

An awarded Vendor must supply products and services at or below the awarded pricing for the duration of the contract and honor all Purchase Orders prepared by each individual Cooperative member.



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SERVICE FEE

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the awarded pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated from Vendor's contract(s) that Vendor receives directly from Cooperative members, or such other documentation regarding those purchase orders as the Cooperative's administrator may require in its reasonable discretion. Vendor further agrees that the Cooperative shall have the right, upon reasonable written notice, to review its records pertaining to purchases under any awarded contract to verify purchase history and the accuracy of service fees payable by Vendor.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

ADDITIONAL INFORMATION

An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of product and equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions of Texas and nationally in which product and equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

AWARD AND EVALUATION

This contract will be awarded based on the evaluation and award criteria set out in Section C.2 of the General Terms and Conditions to provide best value to Cooperative members. This Proposal Invitation requires Proposers to provide certain information that the Cooperative does not evaluate and is not included in the award criteria set out in Section C.2. The Cooperative requests the information, however, because it may be relevant to federal, state or local procurement law or other legal requirements that apply to various Cooperative members. The information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

- a) Proposer's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
- b) Whether Proposer or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- c) Whether Proposer is a Texas resident or a non-resident business.

TYPE OF CONTRACT

This is a "sealed proposal" based on a not-to-exceed price per unit of measure for surfaces and installation and refinishing work; a coefficient to be applied to unit price book for repair, renovation, and site work; and a discount off catalog or pricelist for testing, evaluation and related services.

Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its awarded pricing firm during the contract term. In the event of price decreases, such price decreases shall be allowed for all products. Catalogs/pricelists, where required by the Proposal specifications, must be submitted with the Proposal or your proposal will be deemed nonresponsive. All coefficients shall remain firm for the duration of the contract term.



UNIT PRICE BOOK AND PROPOSER'S COEFFICIENT

For this Proposal Invitation, the unit price book will be the current calendar year issue of the RSMeans Facilities Construction Cost Data Book with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation.

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places.

If Vendor proposes different not-to-exceed price per unit of measure for surfaces and installation or coefficient(s) for different Texas regions or other states, Vendor must clearly specify the not-to-exceed price per unit of measure and coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form.

HOURS OF WORK

The Proposal Specifications require submission of pricing for both Standard Hours and Non-Standard Hours. Vendors are expected to pursue the contracted tasks during the hours of 7 a.m. to 5 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard Hours shall be considered non-standard hours ("Non-Standard Hours").

Non-Standard Hour rates are permissible only where work during Non-Standard Hours is either specifically requested or approved in writing by the Cooperative member. If a Vendor elects to perform services during Non-Standard Hours, at its own option for Vendor's own convenience when neither requested nor required by the Cooperative member, Vendor must perform such work at Standard Hours rates and satisfy the following requirements:

- Vendor submits a request to the Cooperative member in writing at least two working days in advance providing the dates and specific times of the Non-Standard Hours during which the Vendor wishes to perform work;
- The is no additional cost to Cooperative member;
- An authorized representative of the Cooperative member approves the request in advance in writing; and
- Vendor agrees to any special conditions imposed by Cooperative member as are set forth in the approval document.

COMPLIANCE WITH APPLICABLE LAWS

By signing this Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regards to awarded products and/or services.

Individual Cooperative members may in certain circumstances request background checks on an awarded Vendor's employees who will have direct contact with students, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history information.



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BUYBOARD ADVISORY REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members, which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The advisory is available at <https://www.buyboard.com/Vendor/Resources.aspx>.

An awarded Vendor that sells construction-related goods or services to a Cooperative member under a Contract awarded pursuant to this Proposal Invitation must provide the Cooperative member with a copy of the Advisory before executing a Member Construction Contract (as defined in the general terms and conditions associated with this Proposal Invitation), or accepting the Cooperative member's purchase order for construction-related goods or services, whichever comes first. By signing and submitting the Construction Related Goods and Services Affirmation form in the Proposal Invitation forms, Proposer agrees that, if awarded a contract, Proposer will comply with this and other Advisory requirements in connection with the sale of construction-related goods or services to Cooperative members under the Contract award.

PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

DELIVERY RESPONSE

Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, routine delivery response to a Cooperative member shall be within ten (10) business days after receipt of a Purchase Order, and delivery shall be made during the ordering Cooperative member's normal business hours. Any Cooperative member may request emergency delivery. Awarded Vendors shall use their best efforts to comply with rush or emergency requests. However, if the Vendor cannot fulfill the emergency delivery requirements, the Cooperative member may procure the products or services from alternative sources without penalty.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance / EDGAR):

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete the EDGAR Vendor Certification Form contained in the Proposal Invitation forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.



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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Indoor and Outdoor Sports
Surfaces, Repair and Renovation, and Gym Floor
Refinishing

Proposal Due Date/Opening Date and Time:
November 19, 2020 at 4:00 PM

Proposal Number: 641-21

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: June 1, 2021 through May
31, 2022 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
April 2021

Name of Proposing Company

Date

Street Address

Signature of Authorized Company Official

City, State, Zip

Printed Name of Authorized Company Official

Telephone Number of Authorized Company Official

Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

Federal ID Number



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR CONTACT INFORMATION

Name of Company: _____

Vendor Proposal/Contract Contact Name: _____

Vendor Proposal/Contract Contact E-mail Address: _____

Vendor Contact Mailing Address for Proposal/Contract Notices: _____

Company Website: _____

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

☐ I will use the internet to receive purchase orders at the following address:

Purchase Order E-mail Address: _____

Purchase Order Contact: _____ Phone: _____

Alternate Purchase Order E-mail Address: _____

Alternate Purchase Order Contact: _____ Phone: _____

☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: _____

RFQ Contact: _____ Phone: _____

Alternate RFQ E-mail Address: _____

Alternate RFQ Contact: _____ Phone: _____



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Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☐ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: _____ Department: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone: _____

Invoice Fax: _____ Invoice E-mail Address: _____

Alternative Invoice E-mail Address: _____

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ Department: _____

City: _____ State: _____ Zip Code: _____

Billing Agent Contact Name: _____ Phone: _____

Billing Agent Fax: _____ Billing Agent E-mail Address: _____

Alternative Billing Agent E-mail Address: _____

**** If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**



FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☐ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

Printed Name



RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☐ I certify that my company is a **Resident Proposer**.
- ☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name

Address

City

State

Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☐ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

Printed Name



NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees 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. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

Printed Name

Note: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

☐ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name

Printed Name

Signature of Authorized Company Official



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Company Name

Signature of Authorized Company Official

Printed Name

Date



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☐ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☐ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: _____ ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy: _____

6. Are electronic payments acceptable? ☐ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☐ No

Company Name

Signature of Authorized Company Official

Printed Name



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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)

Designated Dealer Contact Person

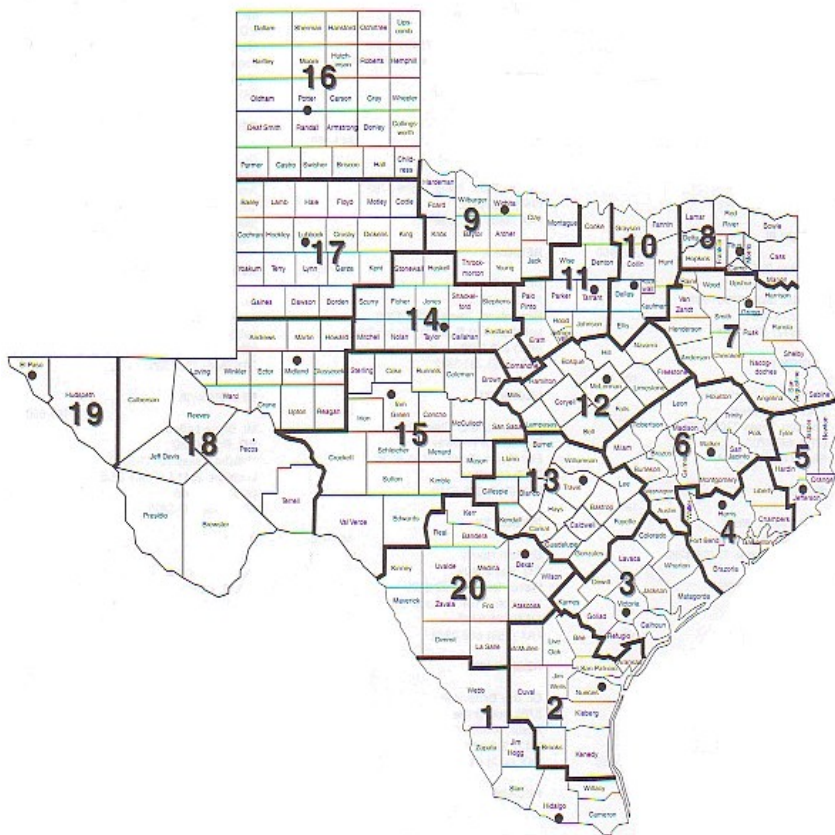
Your Company Name

Signature of Authorized Company Official

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☐ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region and Headquarters

- ☐ 1 Edinburg
- ☐ 2 Corpus Christi
- ☐ 3 Victoria
- ☐ 4 Houston
- ☐ 5 Beaumont
- ☐ 6 Huntsville
- ☐ 7 Kilgore
- ☐ 8 Mount Pleasant
- ☐ 9 Wichita Falls
- ☐ 10 Richardson
- ☐ 11 Fort Worth
- ☐ 12 Waco
- ☐ 13 Austin
- ☐ 14 Abilene
- ☐ 15 San Angelo
- ☐ 16 Amarillo
- ☐ 17 Lubbock
- ☐ 18 Midland
- ☐ 19 El Paso
- ☐ 20 San Antonio

Company Name

Signature of Authorized Company Official

Printed Name

- ☐ I will not service members of the Texas Cooperative.



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If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (✓) all that apply:

☐ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--------------------------------------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New York |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | |
| <input type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |



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This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Company Name

Signature of Authorized Company Official

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Name of Vendor

Proposal Invitation Number

Signature of Authorized Company Official

Printed Name of Authorized Company Official

Date



FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$_____. (The period of the 12 month period is ____/____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%)**: _____

Explanation: _____



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By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

Printed Name



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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. _____					
2. _____					
3. _____					
4. _____					
5. _____					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES ☐ NO ☐ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official

Printed Name



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

Company Name

Signature of Authorized Company Official

Printed Name



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☐

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- ☐ **NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.
- ☐ **YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Company Name

Signature of Authorized Company Official

Printed Name

Date



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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: _____

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor _____

Corporation _____

Limited Liability Company _____

Partnership _____

Other _____

If other, identify _____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: _____

*(Vendor must include a completed **IRS W-9** form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*



EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For **each** of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.*

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the Simplified Acquisition Threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.



7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



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12. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: YES, I agree or NO, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms		
2. Termination for Cause or Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours and Safety Standards Act		
6. Right to Inventions Made Under a Contract or Agreement		
7. Clean Air Act and Federal Water Pollution Control Act		
8. Debarment and Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance and Cooperation with Cooperative Members		

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Company Name

Signature of Authorized Company Official

Printed Name



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.



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4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

6. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

7. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.



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8. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

9. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution or current status.

10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.



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12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Company Name

Signature of Authorized Company Official



The Local Government Purchasing Cooperative

For the Period 06/01/2021 to 05/31/2022

Proposal Specifications Report for Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing, No. 641-21

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION

1. **FOOTBALL SYNTHETIC INDOOR Sports Surfaces Products** - price per square foot (including installation) for football synthetic sports surfaces products for indoor use.
2. **BASKETBALL SYNTHETIC INDOOR Sports Surfaces Products** - price per square foot (including installation) for basketball synthetic sports surfaces products for indoor use.
3. **BASEBALL SYNTHETIC INDOOR Sports Surfaces Products** - price per square foot (including installation) for baseball synthetic sports surfaces products for indoor use.
4. **TRACK SYNTHETIC INDOOR Sports Surfaces Products** - price per square yard (including installation) for track synthetic sports surfaces products for indoor use.
5. **TENNIS SYNTHETIC INDOOR Sports Surfaces Products** - price per square foot (including installation) for tennis synthetic sports surfaces products for indoor use.
6. **SOCCER SYNTHETIC INDOOR Sports Surfaces Products** - price per square foot (including installation) for soccer synthetic sports surfaces products for indoor use.
7. **All OTHER SYNTHETIC INDOOR Sports Surfaces Products** - price per square foot (including installation) for all other types of synthetic sports surfaces products for indoor use.
8. **All WOODEN INDOOR Sports/Performances Surfaces Products** - price per square foot (including installation) for all types of wooden sports surfaces products for indoor use.
9. **FOOTBALL SYNTHETIC OUTDOOR Sports Surfaces Products** - price per square foot (including installation) for football synthetic sports surfaces products for outdoor use.
10. **BASKETBALL SYNTHETIC OUTDOOR Sports Surfaces Products** - price per square foot (including installation) for basketball synthetic sports surfaces products for outdoor use.
11. **BASEBALL SYNTHETIC OUTDOOR Sports Surfaces Products** - price per square foot (including installation) for baseball synthetic sports surfaces products for outdoor use.
12. **TRACK SYNTHETIC OUTDOOR Sports Surfaces Products** - price per square yard (including installation) for track synthetic sports surfaces products for outdoor use.
13. **TENNIS SYNTHETIC OUTDOOR Sports Surfaces Products** - price per square foot (including installation) for tennis synthetic sports surfaces products for outdoor use.
14. **SOCCER SYNTHETIC OUTDOOR Sports Surfaces Products** - price per square foot (including installation) for soccer synthetic sports surfaces products for outdoor use.
15. **All OTHER SYNTHETIC OUTDOOR Sports Surfaces Products** - price per square foot (including installation) for all other types of synthetic sports surfaces products for outdoor use.
16. **All-NATURAL GRASS OUTDOOR Sports Surfaces Products** - price per square foot (including installation) for all types of natural grass sports surfaces products for outdoor use.

Section II: Wooden Gym and Stage Floors Refinishing - PRODUCTS INCLUDING INSTALLATION

17. **Wooden Gym and Stage Floors Refinishing** - per square foot price for all types of refinishing of wooden gymnasium and stage floors including all labor, materials, supplies and equipment.

Section III: Sports Surfaces (Indoor and Outdoor)

18. **Coefficient for Repair/Renovation Work of Indoor Football Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
19. **Coefficient for Repair/Renovation Work of Indoor Football Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
20. **Coefficient for Repair/Renovation Work of Outdoor Football Sport Surfaces, Standard Hours** as listed in RSMeans Cost Data Book.
21. **Coefficient for Repair/Renovation Work of Outdoor Football Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
22. **Coefficient for Repair/Renovation Work of Indoor Basketball Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.



The Local Government Purchasing Cooperative

For the Period 06/01/2021 to 05/31/2022

Proposal Specifications Report for Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing, No. 641-21

23. **Coefficient for Repair/Renovation Work of Indoor Basketball Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
24. **Coefficient for Repair/Renovation Work of Outdoor Basketball Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
25. **Coefficient for Repair/Renovation Work of Outdoor Basketball Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
26. **Coefficient for Repair/Renovation Work of Indoor Baseball Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
27. **Coefficient for Repair/Renovation Work of Indoor Baseball Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
28. **Coefficient for Repair/Renovation Work of Outdoor Baseball Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
29. **Coefficient for Repair/Renovation Work of Outdoor Baseball Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
30. **Coefficient for Repair/Renovation Work of Indoor Track Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
31. **Coefficient for Repair/Renovation Work of Indoor Track Sport Surfaces Non-Standard Hours** as listed in RSMeans Cost Data Book.
32. **Coefficient for Repair/Renovation Work of Outdoor Track Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
33. **Coefficient for Repair/Renovation Work of Outdoor Track Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
34. **Coefficient for Repair/Renovation Work of Indoor Tennis Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
35. **Coefficient for Repair/Renovation Work of Indoor Tennis Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
36. **Coefficient for Repair/Renovation Work of Outdoor Tennis Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
37. **Coefficient for Repair/Renovation Work of Outdoor Tennis Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
38. **Coefficient for Repair/Renovation Work of Indoor Soccer Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
39. **Coefficient for Repair/Renovation Work of Indoor Soccer Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
40. **Coefficient for Repair/Renovation Work of Outdoor Soccer Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
41. **Coefficient for Repair/Renovation Work of Outdoor Soccer Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
42. **Coefficient for Repair/Renovation Work of All Wooden Indoor Sports/Performances Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
43. **Coefficient for Repair/Renovation Work of All-Natural Grass Outdoor Sports Surfaces** as listed in RSMeans Cost Data Book.
44. **Coefficient for Repair/Renovation Work of All Other Indoor Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.
45. **Coefficient for Repair/Renovation Work of All Other Indoor Sport Surfaces, Non-Standard Hours**, as listed in RSMeans Cost Data Book.
46. **Coefficient for Repair/Renovation Work of All Other Outdoor Sport Surfaces, Standard Hours**, as listed in RSMeans Cost Data Book.



The Local Government Purchasing Cooperative

For the Period 06/01/2021 to 05/31/2022

Proposal Specifications Report for Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing, No. 641-21

47. Coefficient for Repair/Renovation Work of All Other Outdoor Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

Section IV: Site Work

48. Coefficient for Site Work, including but not limited to drainage, site prep work, and related site work Standard Hours as listed in RSMeans Cost Data Book.

49. Coefficient for Site Work, including but not limited to drainage, site prep work, and related work Non-Standard Hours as listed in RSMeans Cost Data Book.

Section V: Artificial/Synthetic Turf Testing, Evaluation and Related Services

50. Discount (%) off catalog/pricelist for Artificial/ Synthetic Turf Testing Services.

51. Discount (%) off catalog/pricelist for Artificial/ Synthetic Turf Evaluation Services.

52. Discount (%) off catalog/pricelist for Artificial/Synthetic Turf Repair Services.

53. Discount (%) off catalog/pricelist for Clean, Groom, and Disinfect Services of Artificial/Synthetic Turf.

54. Discount (%) off catalog/pricelist for G-Max Testing Services.

55. Discount (%) off catalog/pricelist for All Other Artificial/Synthetic Turf Related Services.

Section VI: Sports Surfaces (Indoor and Outdoor)

56. Coefficient for Non-Pre-Priced Work of Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

57. Coefficient for Non-Pre-Priced Work of Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☐ Completed: **Proposer's Agreement and Signature**
- ☐ Completed: **Vendor Contact Information**
- ☐ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☐ Completed: **Resident/Nonresident Certification**
- ☐ Completed: **No Israel Boycott Certification**
- ☐ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☐ Completed: **Historically Underutilized Business (HUB) Certification**
- ☐ Completed: **Construction Related Goods and Services Affirmation**
- ☐ Completed: **Deviation/Compliance**
- ☐ Completed: **Location/Authorized Seller Listings**
- ☐ Completed: **Manufacturer Dealer Designation**
- ☐ Completed: **Texas Regional Service Designation**
- ☐ Completed: **State Service Designation**
- ☐ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☐ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☐ Completed: **Governmental References**
- ☐ Completed: **Marketing Strategy**
- ☐ Completed: **Confidential/Proprietary Information**
- ☐ Completed: **Vendor Business Name with IRS Form W-9**
- ☐ Completed: **EDGAR Vendor Certification**
- ☐ Completed: **Proposal Invitation Questionnaire**
- ☐ Completed: **Proposal Specifications and Manufacturer Authorization Letters** *(Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with proposal response or response will not be considered.*
- ☐ Completed: **Required Forms Checklist**

Requested Attachments

BuyBoard Proposal Invitation No. 641-21 Indoor/Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing

(Attachment required)

REQUIRED - In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

(Attachment required)

REQUIRED - In PDF format, upload catalog/pricelist in proposal invitation instructions. File size must not exceed 100MB.(Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s)

(Attachment required)

REQUIRED - Upload Manufacturer Authorization Letter(s) in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer.

IRS Form W-9 Request for Taxpayer Identification Number and Certification

(Attachment required)

REQUIRED - In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Detailed Information and Exceptions Related to Services

(Attachment required)

In PDF format, define the services that are proposed to be provided and attach detailed information including exceptions to pricing or discount percentage, NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Addendum No. 1

(Attachment required)

REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Addendum No. 2

(Attachment required)

REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Bid Lines

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - FOOTBALL SYNTHETIC INDOOR Sports Surfaces Products - price per square foot **(including installation)** for football synthetic sports surfaces products for indoor use.

(Response required)

UOM: Square Foot

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

☐ No bid

☐ Alternate specification
(Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

- For manufacturer's that sell direct, the Cooperative will only consider proposal responses from the manufacturer.
- For manufacturers that sell through a dealer network, the Cooperative will only consider proposal responses from dealers with written documentation from the manufacturer authorizing the dealer to submit on their behalf.
- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

(Required: Maximum 25 characters allowed)

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - BASKETBALL SYNTHETIC INDOOR

Sports Surfaces Products - price per square foot **(including installation)** for basketball synthetic sports surfaces products for indoor use.

(Response required)

UOM: Square Foot

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

<input type="checkbox"/>	No bid
<input type="checkbox"/>	Alternate specification (Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

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- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

(Required: Maximum 25 characters allowed)

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - BASEBALL SYNTHETIC INDOOR Sports Surfaces Products - price per square foot **(including installation)** for baseball synthetic sports surfaces products for indoor use.

(Response required)

UOM: Square Foot

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

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- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

(Required: Maximum 25 characters allowed)

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - TRACK SYNTHETIC INDOOR Sports Surfaces Products - price per square yard (including installation) for track synthetic sports surfaces products for indoor use.

(Response required)

UOM: Square Yard

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

☐ No bid

☐ Alternate specification
(Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

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- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

(Required: Maximum 25 characters allowed)

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - TENNIS SYNTHETIC INDOOR Sports Surfaces Products - price per square foot **(including installation)** for tennis synthetic sports surfaces products for indoor use.

(Response required)

UOM: Square Foot

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

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- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

(Required: Maximum 25 characters allowed)

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - SOCCER SYNTHETIC INDOOR Sports Surfaces Products - price per square foot **(including installation)** for soccer synthetic sports surfaces products for indoor use.

(Response required)

UOM: Square Foot

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

☐ No bid

☐ Alternate specification
(Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

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Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

(Required: Maximum 25 characters allowed)

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - All OTHER SYNTHETIC INDOOR Sports Surfaces Products - price per square foot **(including installation)** for all other types of synthetic sports surfaces products for indoor use.

(Response required)

UOM: Square Foot

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

☐ No bid
☐ Alternate specification
 (Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

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- MANUFACTURERS RESPONDING TO THIS PROPOSAL INVITATION MUST PROVIDE LIST OF ALL APPROVED INSTALLERS.

Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

(Required: Maximum 25 characters allowed)

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - All WOODEN INDOOR

Sports/Performances Surfaces Products - price per square foot **(including installation)** for all types of wooden sports surfaces products for indoor use.

(Response required)

UOM: Square Foot

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

<input type="checkbox"/>	No bid
<input type="checkbox"/>	Alternate specification (Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

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Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

(Required: Maximum 25 characters allowed)

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - FOOTBALL SYNTHETIC OUTDOOR

Sports Surfaces Products - price per square foot **(including installation)** for football synthetic sports surfaces products for outdoor use.

(Response required)

UOM: Square Foot

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

<input type="checkbox"/>	No bid
<input type="checkbox"/>	Alternate specification (Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

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Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

(Required: Maximum 25 characters allowed)

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - BASKETBALL SYNTHETIC OUTDOOR

Sports Surfaces Products - price per square foot **(including installation)** for basketball synthetic sports surfaces products for outdoor use.

(Response required)

UOM: Square Foot

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

<input type="checkbox"/>	No bid
<input type="checkbox"/>	Alternate specification (Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
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Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

(Required: Maximum 25 characters allowed)

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - BASEBALL SYNTHETIC OUTDOOR

Sports Surfaces Products - price per square foot **(including installation)** for baseball synthetic sports surfaces products for outdoor use.

(Response required)

UOM: Square Foot

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

<input type="checkbox"/>	No bid
<input type="checkbox"/>	Alternate specification (Attach separate sheet)

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Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

<hr/> <hr/> <hr/>

(Required: Maximum 25 characters allowed)

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - TRACK SYNTHETIC OUTDOOR Sports Surfaces Products - price per square yard **(including installation)** for track synthetic sports surfaces products for outdoor use.

(Response required)

UOM: Square Yard

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
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Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

(Required: Maximum 25 characters allowed)

2. Attribute deleted as part of an Addendum

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - TENNIS SYNTHETIC OUTDOOR Sports Surfaces Products - price per square foot **(including installation)** for tennis synthetic sports surfaces products for outdoor use.

(Response required)

UOM: Square Foot

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
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Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

(Required: Maximum 25 characters allowed)

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - SOCCER SYNTHETIC OUTDOOR Sports Surfaces Products - price per square foot **(including installation)** for soccer synthetic sports surfaces products for outdoor use.

(Response required)

UOM: Square Foot

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

☐ No bid

☐ Alternate specification
(Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
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Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

(Required: Maximum 25 characters allowed)

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - All OTHER SYNTHETIC OUTDOOR Sports Surfaces Products - price per square foot (including installation) for all other types of synthetic sports surfaces products for outdoor use.

(Response required)

UOM: Square Foot

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

<input type="checkbox"/>	No bid
<input type="checkbox"/>	Alternate specification (Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

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Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

(Required: Maximum 25 characters allowed)

Section I: Sports Surfaces (Indoor and Outdoor) - PRODUCTS INCLUDING INSTALLATION - All-NATURAL GRASS OUTDOOR Sports Surfaces Products - price per square foot **(including installation)** for all types of natural grass sports surfaces products for outdoor use.

(Response required)

UOM: Square Foot

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

<input type="checkbox"/>	No bid
<input type="checkbox"/>	Alternate specification (Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

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Item Attributes

1. List Name of Product(s) Proposed per Unit of Measure

(Required: Maximum 25 characters allowed)

Section II: Wooden Gym and Stage Floors Refinishing - PRODUCTS INCLUDING INSTALLATION -

Wooden Gym and Stage Floors Refinishing - per square foot price for all types of refinishing of wooden gymnasium and stage floors including all labor, materials, supplies and equipment.

(Response required)

UOM: Square Foot

Price: \$

Total: \$

Item Notes:

Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

<input type="checkbox"/>	No bid
<input type="checkbox"/>	Alternate specification (Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate"

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

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Item Attributes**1. List Name of Product(s) Proposed per Unit of Measure**

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Football Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Football Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Football Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Football Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Basketball Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Basketball Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Basketball**Sport Surfaces, Standard Hours** as listed in RSMeans Cost Data Book.*(Response required)*UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes**1. Detailed Information on Coefficient**

*(Required: Maximum 25 characters allowed)***2. Attribute deleted as part of an Addendum**

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Basketball Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

2. Attribute deleted as part of an Addendum

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Baseball Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

2. Attribute deleted as part of an Addendum

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Baseball Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

2. Attribute deleted as part of an Addendum

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Baseball Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

2. Attribute deleted as part of an Addendum

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Baseball Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

2. Attribute deleted as part of an Addendum

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Track Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

2. Attribute deleted as part of an Addendum

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Track Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

2. Attribute deleted as part of an Addendum

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Track Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

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Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

2. Attribute deleted as part of an Addendum

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Track Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Tennis Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Tennis Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Tennis Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Tennis Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Soccer Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Indoor Soccer Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Soccer Sport Surfaces, Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of Outdoor Soccer Sport Surfaces, Non-Standard Hours as listed in RSMeans Cost Data Book.*(Response required)*UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes**1. Detailed Information on Coefficient**

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of All Wooden Indoor Sports/Performances Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of All-Natural Grass**Outdoor Sports Surfaces** as listed in RSMeans Cost Data Book.*(Response required)*UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes**1. Detailed Information on Coefficient**

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of All Other Indoor Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of All Other Indoor Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of All Other Outdoor Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section III: Sports Surfaces (Indoor and Outdoor) - Coefficient for Repair/Renovation Work of All Other Outdoor Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section IV: Site Work - Coefficient for Site Work, including but not limited to drainage, site prep work, and related site work Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

☐ No bid
☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section IV: Site Work - Coefficient for Site Work, including but not limited to drainage, site prep work, and related site work Non-Standard Hours as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

- ☐ No bid
- ☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section V: Artificial/Synthetic Turf Testing, Evaluation and Related Services - Discount (%) off catalog/pricelist for **Artificial/ Synthetic Turf Testing Services**. Catalog/Pricelist MUST be included or proposal will not be considered.

(Response required • Line excluded from response total)

Total: %

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- ☐ No bid
☐ Alternate specification
 (Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

(Required: Maximum 25 characters allowed)

Section V: Artificial/Synthetic Turf Testing, Evaluation and Related Services - Discount (%) off catalog/pricelist for **Artificial/ Synthetic Turf Evaluation Services**. Catalog/Pricelist MUST be included or proposal will not be considered.

(Response required • Line excluded from response total)

Total: %

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- ☐ No bid
☐ Alternate specification
 (Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

(Required: Maximum 25 characters allowed)

Section V: Artificial/Synthetic Turf Testing, Evaluation and Related Services - Discount (%) off catalog/pricelist for **Artificial/ Synthetic Turf Repair Services**. Catalog/Pricelist MUST be included or proposal will not be considered.

(Response required • Line excluded from response total)

Total: %

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- ☐ No bid
☐ Alternate specification
 (Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

(Required: Maximum 25 characters allowed)

Section V: Artificial/Synthetic Turf Testing, Evaluation and Related Services - Discount (%) off catalog/pricelist for **Clean, Groom, and Disinfect Services of Artificial/Synthetic Turf**. Catalog/Pricelist MUST be included or proposal will not be considered.

(Response required • Line excluded from response total)

Total: %

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- ☐ No bid
☐ Alternate specification
 (Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

(Required: Maximum 25 characters allowed)

Section V: Artificial/Synthetic Turf Testing, Evaluation and Related Services - Discount (%) off catalog/pricelist for **G-Max Testing Services**. Catalog/Pricelist MUST be included or proposal will not be considered.

(Response required • Line excluded from response total)

Total: %

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- ☐ No bid
☐ Alternate specification
 (Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

(Required: Maximum 25 characters allowed)

Section V: Artificial/Synthetic Turf Testing, Evaluation and Related Services - Discount (%) off catalog/pricelist for **All Other Artificial/Synthetic Turf Related Services**. Catalog/Pricelist MUST be included or proposal will not be considered.

(Response required • Line excluded from response total)

Total: %

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- ☐ No bid
☐ Alternate specification
 (Attach separate sheet)

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate".

Item Attributes

1. State Name of Catalog/Pricelist

(Required: Maximum 25 characters allowed)

Section VI: Site Work - Coefficient for Non-Pre-Priced Work of Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

☐ No bid
☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Section VI: Site Work - Coefficient for Non-Pre-Priced Work of Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.

(Response required)

UOM: Coefficient

Price: \$

Total: \$

Item Notes:

COEFFICIENT FOR REPAIR AND RENOVATION OF SPORTS SURFACES
for Standard and Non-Standard Hours

☐ No bid
☐ Alternate specification
(Attach separate sheet)

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places.

Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

Item Attributes

1. Detailed Information on Coefficient

(Required: Maximum 25 characters allowed)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature



THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ADDENDUM No. 1

Proposal Invitation No. 641-21

Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing

The following addenda are issued to Proposal Invitation 641-21, Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing, and shall become a permanent part of the Proposal Invitation document:

1. ADDENDA TO GENERAL INFORMATION: The following items, Unit Price Book and Proposer's Coefficient and Non-Pre-Priced Work, are added to the General Information section of the Proposal Invitation.

UNIT PRICE BOOK AND PROPOSER'S COEFFICIENT

For this Proposal Invitation, the unit price book will be the current calendar year issue of the RSMeans Facilities Construction Cost Data Book with updates as applicable ("Unit Price Book"). The Proposer's Coefficient is the price multiplier that the Vendor proposes to be applied to the Unit Price Book ("Proposer's Coefficient"). Much of the work may be performed during normal operating hours. However, as is typical with educational or other public facilities work, other work hours may be necessary. Vendors submitting a Proposal are required to submit Proposer's Coefficients for both Standard and Non-Standard Hours as defined in this Proposal Invitation.

A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book(s). Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places.

If Vendor proposes different coefficient(s) for different Texas regions or other states, Vendor must clearly specify coefficient(s) per region(s)/state(s) to which each coefficient applies either in the Proposal specifications or as an attachment to the Proposal Specification Form.

Vendors shall propose a Proposer's Coefficient that is a net decrease from or increase to the "**Total Including O&P**" costs column in the Unit Price Book, and not the "Bare Total" column. If necessary, the "Total Including O&P" shall also be adjusted for the nearest city, and not the national average listed in the Unit Price Book. Proposer's Coefficient shall be carried to two (2) decimal places only.

NON-PRE-PRICED WORK

For work to be performed based on a Proposer's Coefficient, work items that are not listed or materially differ from line items in the Unit Price Book shall be considered "Non-Pre-Priced Work." Vendors shall address Non-Pre-Priced Work as follows:

(1) For tasks that are not specifically included in the Unit Price Book (but are within the basic intent and general scope of the Contract), Vendor shall calculate the price by applying Proposer's Coefficient to the nearest fair and reasonable Unit Price Book description and cost which can be agreed to by the Vendor and the Cooperative member which satisfies the fit, form and function philosophy of the work to be performed.

(2) For tasks which are included in the Unit Price Book but differ materially from those ordinarily encountered, a Vendor seeking to make an adjustment to the cost from the Unit Price Book must submit cost documentation to the Cooperative member prior to issuance of the final quote including justification and descriptive and supportive documentation. Unless otherwise agreed by the Cooperative member in writing in advance, a minimum of three quotes shall be provided. Written approval must be received from the Cooperative member to exercise this option.



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(3) If materials specified for a specific task exceed the **unit material bare cost** in the Unit Price Book by more than 1.5 times, the Vendor may request adjustments of the bare cost. In these instances, copies of at least three competitive materials vendor quotations must be submitted to the Cooperative member to substantiate material costs in excess of the Unit Price Book. (If approved by the Cooperative member in writing in advance, Vendor may propose only two such quotes.) The Vendor shall be required to provide copies of invoices and proof of payment when requested by the Cooperative member. These negotiations must precede the authorization for the work and will not be allowed on a change order basis. In these instances, the Vendor shall be reimbursed at 10% above the invoice cost unless a different reimbursement value is agreed upon in writing by Vendor and Cooperative Member. All such exceptions for Non-Pre-Priced Work require the written approval of the Cooperative member before any work is performed.

An asterisk shall precede any modified task description for Non-Pre-Priced Work. Justification, descriptive and supportive documentation must be provided by the Vendor for all Non-Pre-Priced work.

2. ADDENDA TO PROPOSAL SPECIFICATIONS:

Line items 1-49 have been updated in the electronic proposal submission system. This update provides required data/text fields that are associated with the required pricing information to be submitted by vendors.

New Section VI and Line items 56 and 57 below are added to the Proposal Specifications for this Proposal Invitation. Vendors must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

Section VI: Sports Surfaces (Indoor and Outdoor)

COEFFICIENT FOR NON-PRE-PRICED WORK FOR SPORTS SURFACES, Standard and Non-Standard Hours

• A coefficient proposed should be the price multiplier that vendor proposes to be applied to the Unit Price Book as defined in this Proposal Invitation and listed in the Proposal Specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the Unit Price Book. Coefficient factors are to be carried no further than two (2) decimal places. If Vendor proposes different coefficient(s) for different Texas regions (1-20) or other states, Vendor must clearly specify the coefficient(s) and region(s)/state(s) to which each coefficient applies.

• Vendors shall be prepared to pursue the contracted tasks during the standard working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday ("Standard Hours"). Hours other than Standard hours shall be considered non-standard hours ("Non-Standard Hours").

56. Coefficient for Non-Pre-Priced Work of Sport Surfaces, Standard Hours, as listed in RSMeans Cost Data Book.

57. Coefficient for Non-Pre-Priced Work of Sport Surfaces, Non-Standard Hours, as listed in RSMeans Cost Data Book.



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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: _____



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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 2

Proposal Invitation No. 641-21

Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing

The following addenda are issued to Proposal Invitation 641-21, Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing, and shall become a permanent part of the Proposal Invitation document:

ADDENDA TO PROPOSAL SPECIFICATIONS:

1. Line item 9 has been updated in the electronic proposal submission system to align with the information provided in the Proposal Specification Summary.

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: _____



GENERAL TERMS AND CONDITIONS

A. General Provisions

1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation, and are an integral part of any contract which is awarded by the Cooperative under this Proposal Invitation and any related Cooperative member Purchase Order or construction contract as described in these Terms and Conditions.

2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

"BuyBoard®" means the internet-based electronic commerce technology provided by the Cooperative's administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

"BuyBoard Administrator" means the Director of Cooperative Procurement identified in this Proposal Invitation (or his/her successor).

"Contract" or "BuyBoard Contract" means the contract between the Cooperative and the successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Proposer's Proposal, and is comprised collectively of the following:

- a) This Proposal Invitation;
- b) Proposer's Proposal;
- c) Notice of Award issued to Proposer by the Cooperative;
- d) Member Purchase Order; and
- e) Member Construction Contract.

"Cooperative" means, collectively, The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein) and its administrator, TASB, unless a distinction is made otherwise.

"Cooperative member" or "member" means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

"Goods" or "Products" (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.



"Member Construction Contract" means any and all additional written terms, conditions, or instructions, related to construction or construction-related goods or services procured under a Contract awarded pursuant to this Proposal Invitation, which are required by a Cooperative member and accepted by a Vendor. Depending upon the nature of the goods or services and the Cooperative member project for which they are procured, these requirements may include, but are not limited to:

- 1) Conditions and specifications required by the Cooperative member;
- 2) Drawings or project plans produced by the Cooperative member; and
- 3) Change orders or change directives.

"Proposal Invitation" means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, addenda, and supplements and/or clarifications.

"Proposal" means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly signed by Proposer's duly authorized representative.

"Proposal Due Date" means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

"Proposer" or "Vendor" means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

"Purchase Order" means a Cooperative member's fiscal form or other instrument, including a record of an online order placed through a Vendor website or record of a purchasing card (P-card) purchase, which is used in making a purchase from Vendor under a BuyBoard contract.

4. Construction and Construction-Related Goods or Services

This Proposal Invitation may include construction or construction-related goods or services, such as the installation of equipment, limited site preparation work, or alterations to existing buildings or facilities, which collectively are referred to in these Terms and Conditions as "construction-related services. It is not the intent of the Cooperative for these Terms and Conditions to represent and reflect the complete agreement between a Cooperative member and a Vendor with respect to a specific procurement for construction-related services under a BuyBoard Contract awarded pursuant to this Proposal Invitation.

A Cooperative member procuring construction-related services under a BuyBoard Contract will likely negotiate and require Vendor to enter into a Member Construction Contract with additional terms that are specific to the Cooperative member's procurement or project. For example, a Cooperative member's architect and/or engineer (selected outside of a BuyBoard Contract) may prepare plans and technical specifications for tasks included in the construction-related services. Additionally, a Cooperative member may require compliance with legal requirements applicable to construction-related services, including certain bonding requirements and prevailing wage requirements. The Member Construction Contract terms as agreed to by the Cooperative member and Vendor become a part of the BuyBoard Contract awarded under this Proposal Invitation, subject to the limitations of Section D.1 (Notice of Award and Related Matters).



Note: As specified in section B.10 (Certain Professional Services Excluded) of these Terms and Conditions, a Contract awarded under this Proposal Invitation does not include architecture, engineering or other services that must be procured in accordance with the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), and therefore a Member Construction Contract entered into with a Vendor pursuant to the BuyBoard Contract may not include such services. To the extent that an awarded good or service includes a construction component that requires architecture or engineering services, a Cooperative member must procure such services outside the BuyBoard Contract through a separate procurement process.

B. Proposal Requirements

1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as "approved brands and/or models" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as "approved brands and/or models," especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified "approved brand and/or model," Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than "approved brands and/or models." If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded,** except as provided for in section E.8 (Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the BuyBoard Administrator of the error in writing immediately, but in no event later than the tenth (10th) business day before the Proposal Due Date.

2. Pricing

A "Line Item" Proposal must be for a specific price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions. If this Proposal Invitation requires "discount from catalog" pricing, Proposer must quote a single discount percentage to be applied to all items in Proposer's published catalog. Proposer must submit the catalog or published pricelist with the



Proposal in electronic format. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

Proposer's pricing must be "equal to or better" than pricing Proposer offers other similar customers. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

- a) A "cost plus" Proposal will not be accepted;
- b) Proposer will not include freight, transportation and delivery charges or costs or sales tax in Proposal pricing (freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
- c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
- d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

Proposal pricing must not include the cost of engineering, architectural or other services that are required to be separately obtained by a Cooperative member under the Texas Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) or other applicable law.

3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

4. Deviations from Item Specifications or General Terms and Conditions

Proposer must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. The submission of any such deviation may place Proposer at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Other than any deviation submitted in writing with the Proposal and accepted by the Cooperative, the Cooperative will hold Proposer accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written.



5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Proposer's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Proposer must acknowledge each addendum in accordance with the instructions accompanying the addendum.

6. Samples

The Cooperative may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, and, unless otherwise specified, the Cooperative must receive the sample within 72 hours of the request. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Proposer's name. Proposer's failure to submit a sample when requested will result in the product in question not being considered for award to Proposer.

The Cooperative will retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing, the Cooperative will return samples to Proposer at Proposer's expense, provided that Proposer has included a written return request with the submitted samples. Notwithstanding the foregoing, the Cooperative may permanently retain samples submitted by awarded Proposers for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. The Cooperative is not liable for samples that are damaged, destroyed or consumed during examination or testing.

7. Proposal on All or Certain Items

Unless otherwise specified, Proposer may propose on any or all items. Proposer should answer all questions related to each item on which Proposer wishes to propose, and either leave the questions for other items unanswered (blank) or indicate "No Bid." The Cooperative will consider items individually and make awards on each item independently, except for "related" items for which "compatibility" will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal will be an event of default and grounds for termination of the Contract.**

8. "All or Nothing" Awards

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Proposer must be willing to accept a partial award for any combination of the items or services proposed, and must be willing to share the business with any other successful Proposers.



9. Requirements of the Texas Public Information Act; Confidential Information

The requirements of Subchapter J, Chapter 552, Texas Government Code¹, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order thereunder has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

- (a) preserve all contracting information, as defined in Texas Government Code Section 552.003(7) ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order or Member Construction Contract thereunder, as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order or Member Construction Contract thereunder);
- (b) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and
- (c) on completion of the Contract (including any Purchase Order or Member Construction Contract thereunder), either:
 - (i) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order or Member Construction Contract) that is in the custody or possession of Vendor;
 - (ii) preserve the Contracting Information related to the Contract (including any Purchase Order or Member Construction Contract thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.

If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. The Cooperative and its Administrator will not be responsible for Proposer's failure to clearly identify information Proposer considers confidential or proprietary. Proposer will be notified of any third party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential.

¹ Section 9, Senate Bill No. 943, 86th Tex. Leg. R.S., effective January 1, 2020.



10. Certain Professional Services Excluded

Neither this Proposal Invitation nor any contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

11. Withdrawal or Modification of Proposal

Proposer may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

Electronic Proposals Submissions: A Proposal submitted electronically through a website designated by the Cooperative in the Proposal Invitation for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Proposer's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

Hard Copy Submissions: If a Vendor submitted their Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Proposer's behalf and indicate the individual's title. If the BuyBoard Administrator has any question or doubt regarding Proposer's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative decides to allow the withdrawal, Proposer's duly authorized representative will be required to complete and sign a written receipt satisfactory to the BuyBoard Administrator before the proposal will be released. The decision of the BuyBoard Administrator relating to matters concerning withdrawal of a Proposal is final.

Proposer may resubmit the withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Proposer resubmits a Proposal that was withdrawn and makes any change to any document in the proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Proposer will be deemed to have authorized such change.

Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative in the Proposal Invitation instructions) at the Proposal Due Date time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Proposer after the Proposal Due Date and time specified in this Proposal Invitation. However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

12. Certifications

The Proposer's Agreement and Signature form, which is fundamental to and incorporated into this Proposal Invitation, requires Proposer to certify to certain matters. Pursuant to and in accordance with such Proposer's Agreement and Signature form, and in addition to the matters set forth therein, Proposer certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

(a) Non-Collusion Certification

Proposer agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Proposer's Proposal:

- 1) Neither Proposer nor any business entity represented by Proposer has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;



- 2) The Proposal has been arrived at independently and is submitted without collusion with any other Proposer, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
- 3) Proposer has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
- 4) Neither Proposer, nor any business entity represented by Proposer, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
- 5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

(b) Certification Regarding Legal, Ethical, and Other Matters

Proposer agrees and certifies to the following:

- 1) Proposer has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
- 2) Proposer has a high degree of integrity and business ethics, and a satisfactory record of performance;
- 3) Proposer is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
- 4) Proposer has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Proposer would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Proposer will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
- 5) Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
- 6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Proposer's most favored customer under equivalent circumstances;
- 7) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Proposer will continue to comply with any applicable federal, state, and local laws related to Proposer's activities in connection with the Contract;
- 8) Proposer will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
- 9) Proposer will maintain, at Proposer's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Proposer or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Proposer of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
- 10) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Proposer to removal from all proposal lists, and possible criminal prosecution.



13. Proposal Signatures

Proposer must sign its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Proposer execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Proposer. A facsimile or imaged signature will be deemed an original.

14. No Reimbursement

Proposer understands and acknowledges the Cooperative will not reimburse or pay Proposer for any expenses Proposer incurs in preparing its Proposal or providing additional information required in connection with the Proposal.

C. Proposal Evaluation

1. General

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

2. Best Value Criteria

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	40
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	10
5	Capability of Servicing Cooperative Members	10
6	Any other relevant factor or requirement listed in this Proposal Invitation	10
TOTAL:		100

The Cooperative's evaluation will include Proposer's responses to the forms and other attachments included or associated with this Proposal Invitation, including but not limited to Proposer's responses to the Proposal Invitation Questionnaire. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative makes competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.



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In regards to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety, or may reject any part of a Proposal without affecting the remainder of that proposal, and may award the individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means at the collective disposal of the Cooperative and Cooperative members to evaluate Proposals. The final decision as to the best overall offer, including as to price and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, COOP-851, which is available from the BuyBoard Administrator upon request. Pursuant to COOP-851, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth (5th) business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth (5th) business day after the award is posted on the BuyBoard vendor website.

D. Contract Award

1. Notice of Award and Related Matters

A Proposal is an offer by Proposer to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications, and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to the successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract is then utilized by a Cooperative member by the member issuing a signed Purchase Order and/or Member Construction Contract, as defined in section A.3 (Definitions) and further described in section A.4 (Construction and Construction-Related Goods or Services) of these Terms and Conditions, for the awarded products or services. Vendor must honor all purchase orders issued by Cooperative members and Member Construction Contracts entered into pursuant to this Contract during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the awarded pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (The BuyBoard) of these Terms and Conditions, all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member.

Cooperative members and Vendors do not have the authority to modify these Terms and Conditions. By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply and that it shall not seek to impose on a Cooperative member additional terms and conditions or ancillary agreements that are inconsistent with, or intended to supersede, these Terms and Conditions. Any attempt by a Vendor to impose terms and conditions on a Cooperative member that are inconsistent with or intended to supersede these Terms and Conditions which were not submitted by Vendor as a deviation with its Proposal and approved by the Cooperative shall be an event of default under the Contract and grounds for termination of Vendor's Contract. However, a Cooperative member may add terms to a Purchase Order



and/or require a Member Construction Contract with terms that are consistent with these Terms and Conditions and are acceptable to Vendor. A Cooperative member may require a performance and/or payment bond from Vendor as may be required by law or deemed necessary or appropriate. Additionally, a Cooperative member may require Vendor to carry and provide proof of such insurance as may be required by state or local law or policy. Individual Cooperative members may in certain circumstances require background checks on Vendor employees who will have direct contact with students or staff, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history record information. To the extent of any conflict between these Terms and Conditions and requirements contained in any Cooperative member Purchase Order or Member Construction Contract, the stricter requirements on the Vendor shall apply. In the event of differing but equally stringent requirements, the Cooperative member Purchase Order or Member Construction Contract shall govern over the requirements in the Proposal Invitation.

2. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

E. Contract Performance

1. Contract Term

The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two (2) additional one (1)-year terms as provided for in this section E.1. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards, with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended.

Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal), and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A vendor failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor.

In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month to month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the awarded pricing does not increase during such extension.

2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code.



Vendor must provide any applicable performance and payment bonds as required by law, including Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member. Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

3. Conformity to Item Specifications and Contract Award

Vendor warrants that the products or services Vendor provides under the Contract conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and are free from all defects in material, workmanship and title. If Vendor deviates from an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the purchase order, at no cost or penalty to the member. Vendor further warrants that all products and services provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If awarded products include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

4. Awarded Pricing

Awarded pricing may include line item pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation. Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold its awarded pricing firm during the Contract term.

For awards based on discount off catalog or pricelist, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, and shall provide upon request such supporting documentation, including manufacturer documentation, as the Cooperative may require. Such pricelists or catalogs must be provided in the same format required by the Proposal Invitation for catalogs and pricelists submitted with Proposals. All pricelist or catalog changes must be supported by manufacturer price changes or similar market changes. The Cooperative reserves the right to reject any or all catalog or pricelist price changes as it deems to be in the best interest of and to provide best value to Cooperative members. Unless otherwise provided in the Proposal Invitation, no catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted within 180 days of Vendor's Proposal submission or within 180 days of submission of a prior revised catalog or pricelist. Updated pricelists or catalogs must be limited to awarded products or the pricelist or catalog may be rejected by the Cooperative in its entirety. Vendor must provide the Cooperative with prior notice of catalog and pricelist changes. Until such time as updated pricelists have been submitted to the Cooperative, or in the event the Cooperative rejects or determines further information is required before accepting a revised catalog or pricelist, Vendor shall be required to continue to apply the prior catalog or pricelist pricing, with applicable discount, to Cooperative members.

For awarded pricing based on hourly labor rates, Vendor may not exceed the awarded pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed require higher rates. In such event, the Vendor must notify the Cooperative and provide documentation supporting the required labor rate increase.

All awarded discounts must remain firm during the Contract term.



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In the event Vendor decreases the price of awarded products or services for any or all of its other customers in similar market circumstances below the Contract price, Vendor must offer such decreased pricing to Cooperative members.

During the Contract term, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for awarded products or services based on volume or other factors.

If it is determined that a Vendor has sold products or services to Cooperative members through the Contract at a price higher than the applicable awarded pricing, Vendor shall be in default of its Contract and subject to termination.

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the awarded pricing.

5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (b) are itemized and shown separately on the member's invoice; and (c) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the proposal (as a deviation) or provided in the Purchase Order or Member Construction Contract, Vendor must deliver or provide awarded products or services within ten (10) business days after receipt of a Cooperative member's purchase order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

6. Packing Lists, Invoices and Payments

(a) Packing Lists, Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers;



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and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the awarded pricing and must not be separately itemized in the invoice.

(b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a member's purchase order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.

7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions and any Member Construction Contract, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five (5) business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

8. Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified for categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product, or if a catalog of products is updated by the manufacturer with products within the same Proposal Invitation specifications and category(ies) for which Vendor was awarded, Vendor may substitute the replacement product or updated catalog for the awarded product or catalog. Vendor shall submit all reasonable supporting documentation requested by the Cooperative's Administrator regarding any substitutions or catalog updates. The Cooperative reserves the right to reject, in its sole discretion, any product or catalog substitution.

9. Product and Service Guarantees and Warranties

Vendor must not limit or exclude any implied warranties and shall extend such warranties on the awarded product, as well as the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless



a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions or unless a different warranty is required by a Cooperative member Purchase Order or supplemental contract, a minimum of a ninety (90)-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member.

Vendor shall respond to any reasonable requests for information from the Cooperative, its administrator, or a Cooperative member in regards to concerns regarding public health or safety regarding awarded products, including such documentation as may be reasonably requested. In the event of any product recalls affecting awarded products, as soon as practicable, Vendor shall notify in writing both the Cooperative and any Cooperative members who made purchases from Vendor for such recalled products of the recall and proposed action. At a minimum and without waiving any other requirements under law or Cooperative member purchase order, Vendor shall be required with respect to purchasing Cooperative members to take all action required by law or any greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Proposal and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all awarded items and must be able to respond to orders in a timely manner. Unless otherwise specified in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter the restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative's administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation, and/or such other form or information as the Cooperative's administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all of its obligations under the Contract, and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy of, maintaining, and updating the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order



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directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

11. The BuyBoard

The awarded Contract will be posted on the BuyBoard website as an online electronic catalog(s). **Except as expressly authorized in writing by the Cooperative's administrator, neither Vendor nor any Vendor Designated Dealer is authorized to process a Purchase Order received directly from a Cooperative member,** and a Cooperative member that wishes to procure goods or services under the Contract will initiate a Purchase Order through the BuyBoard, which will be transmitted to Vendor or Vendor's Designated Dealer(s). All Purchase Orders generated by or under the contract must be processed through the BuyBoard. To the extent that a Vendor or a Vendor Designated Dealer erroneously processes a Purchase Order received directly from a Cooperative member without express written authorization from the Cooperative's administrator, such actions may be considered in breach of Vendor's obligations under the Contract but shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase, the intent of the Cooperative member to purchase through the Cooperative contract being paramount. Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders, and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard. To the extent that a Vendor is authorized in writing by the Cooperative administrator to process a Purchase Order received directly from a Cooperative member, Vendor shall be required to comply with all conditions imposed by the Cooperative as a part of such authorization.

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 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.

13. Disclaimer of Warranty and Limitation of Liability

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILITY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract Purchase Order, or Member Construction Contract.

14. Sales Tax

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

15. Use of Logo and Trade Name

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

16. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract, a Purchase Order, or Member Construction Contract, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract, Purchase Order, or Member Construction Contract, as applicable. In no event shall Vendor's obligation to a Cooperative member



under this section E.16 be less than the amount a Cooperative member pays Vendor under the purchase order or Member Construction Contract that gives rise to such obligation.

17. Intellectual Property Infringement

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative or a Cooperative member that alleges that all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative and the Cooperative member harmless, against any such claim or action and shall indemnify the Cooperative and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

18. Remedies for Default and Termination of Contract

(a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least ten (10) business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

- i. Delivery of product or services that fail to meet the item specifications;
- ii. Delivery of product or services that are defective or substandard or fail to pass product inspection;
- iii. Delivery of a product substitution, except as specifically authorized;
- iv. Failure to meet required delivery schedules;
- v. Failure to timely supply the awarded products or services at the contract price;
- vi. Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
- vii. Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative including, but not limited to, information requested under section E.12 of these Terms and Conditions;
- viii. Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative's administrator;
- ix. Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
- x. Selling non-awarded products or services under the Contract or any other BuyBoard contract with Vendor;



- xi. Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19; or
- xii. Failing to provide a Cooperative member with a copy of the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members before executing a Member Construction Contract with the member or accepting the Cooperative member's Purchase Order for construction-related goods or services, whichever comes first.

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative or its administrator may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer from the BuyBoard website, or require removal of an awarded product or service with or without prior notice to Vendor, if the Cooperative or its administrator determines that a breach under the Contract or any other BuyBoard contract with Vendor, including nonpayment of service fees, or a potential public health, policy, or safety issue warrants such action, and the temporary inactivation will remain in effect pending further action or termination of the Contract by the Cooperative or its administrator. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members.

Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for products and services sold to Cooperative members prior to such termination.

(b) Default and Termination of Cooperative Member Purchase

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default, but may terminate a Purchase Order or Member Construction Contract or refuse to accept delivery as provided for in these Terms and Conditions or for Vendor's material breach of a term or condition included in a Cooperative member Purchase Order or Member Construction Contract. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover



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attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

19. Force Majeure

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract, a Purchase Order, or a Member Construction Contract caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

F. Miscellaneous

1. Assignment

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regards to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including awarded pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.



If Vendor ceases distribution of an awarded product for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

7. Right to Assurance

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no



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assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

8. Non-Appropriations Clause

Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

9. Invalid Term or Condition

If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

10. Remedies Cumulative

The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

11. Signatures

Except as required pursuant to section B.13 (Proposal Signatures) of these Terms and Conditions with respect to Proposals and related documentation or as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic, facsimile or imaged signature shall be deemed an original.

12. Right of Setoff

Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

Abilene Reporter-News

PART OF THE USA TODAY NETWORK

Certificate of Publication

TEXAS ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD

AUSTIN, TX 78759

STATE OF WISCONSIN)

))

COUNTY OF BROWN)

Before me, the undersigned authority, on this day personally appeared representing the Abilene Reporter-News being duly sworn deposes and says that the following notice(s) published in said newspaper generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas by:

TEXAS ASSOC OF SCHOOL BOARDS

On the following date(s) to wit:

06/11/2020, 06/18/2020


Legal Notice Clerk

On this June 18, 2020, I certify that the attached document is a true and exact copy made by the publisher.:


Notary Public, State of Wisconsin, County of Brown


My Commission Expires

Publication Cost: \$1,401.80

Ad No: 0004224214

Customer No: 1225040

PO #:

of Affidavits 1

This is not an invoice

PANG PAPPATHOPOULOS
Notary Public
State of Wisconsin

Proposal Number	Proposal Name	Proposal Deadline
633-20	Retail Products and Supplies	8/6/2020 4
634-21	Photovoltaic Power Systems and Components	9/10/2020
635-21	Cured in Place Pipe (CIPP) for Pipeline Rehabilitation	9/17/2020
636-21	Tires, Tubes, Supplies and Equipment	9/24/2020
637-21	Modular Buildings, Classrooms, and Relocation Services	10/8/2020
638-21	Trade Services	10/15/2020
639-21	Custodial and Lawn Care Services	10/22/2020
640-21	Moving Services and Supplies	11/5/2020
641-21	Indoor/Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing	11/19/2020
642-21	Carpet/Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining	11/19/2020
643-21	Holiday Lighting and Decoration	12/10/2020
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645-21	Facility Maintenance and Operation Services	1/14/2021
646-21	Rental Services of Construction Equipment, Vehicles, and Other Equipment	1/21/2021

"Sealed proposals will be received by the Local Government Purchasing Department, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buy to view any or all bids and to waive any formalities in bidding except

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AFFP

TX ASSOC. SCHOOL - BIDS

Affidavit of Publication

STATE OF TEXAS }
COUNTY OF POTTER } SS

Kimberly Megrew, being duly sworn, says:

That she is Legal Clerk of the Amarillo Globe-News, daily newspaper of general circulation, printed and published in Amarillo, Potter County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following date

June 11, 2020, June 18, 2020

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Kimberly Megrew
Legal Clerk

Subscribed to and sworn to me this 18th day of June 2020.

Rose O'Rand Miller
Rose O'Rand Miller, Notary Public, Potter County, Texas

My commission expires September 06, 2021



00008868 16080156

Texas Association of School Boards/AMA
12007 Research Blvd.
AUSTIN, TX 78759

Legal Notices

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Austin American-Statesman

statesman.com

PROOF OF PUBLICATION STATE OF TEXAS

PUBLIC NOTICE

Before the undersigned authority personally appeared Jason Gallanis, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis, and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: TX ASSOC OF SCHOOL BOARDS, first date of publication 06/11/2020, last date of publication 06/18/2020, published 2 time(s), and that the attached is a true copy of said advertisement.

TX ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD
AUSTIN, TX 78759-2429

Invoice/Order Number:	0000576265
Ad Cost:	\$7,054.06
Paid:	\$0.00
Balance Due:	\$7,054.06

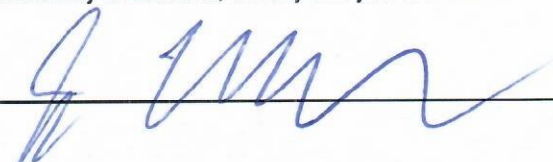
Signed



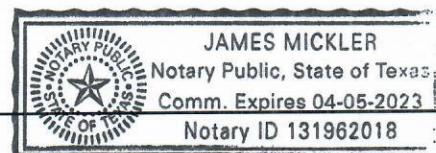
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 23rd day of June, 2020 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed



(Notary)



Please see Ad on following page(s).

Invoice/Order Number: 0000576265
Ad Cost: \$7,054.06
Paid: \$0.00
Balance Due: \$7,054.06

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NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any



AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

TEXAS ASSOCIATION OF SCHOOL

0034028449

HOUC004513224

RAN A LEGAL NOTICE

SIZE BEING: 4 x8.00 I (32.00I)

Product	Date	Class	Page
HOU Chronicle	Jun 11 2020	Bids and Proposals	B 4
HOU Chronicle	Jun 11 2020	Bids and Proposals	B 4
HOU Chronicle	Jun 11 2020	Bids and Proposals	B 4
HOU Chronicle	Jun 11 2020	Bids and Proposals	B 4
HOU Chronicle	Jun 18 2020	Bids and Proposals	B 4
HOU Chronicle	Jun 18 2020	Bids and Proposals	B 4
HOU Chronicle	Jun 18 2020	Bids and Proposals	B 4
HOU Chronicle	Jun 18 2020	Bids and Proposals	B 4

Victoria Bond + IR Clark
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 18th Day of June A.D. 2020

Mel
Notary Public in and for the State of Texas



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HEARST

MEDIA SOLUTIONS

San Antonio Express News | ExpressNews.com | mySA.com

SAN ANTONIO EXPRESS NEWS AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Geena Garza, who after being duly sworn, says that she is the BOOKEEPER OF HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS-NEWS, a daily newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

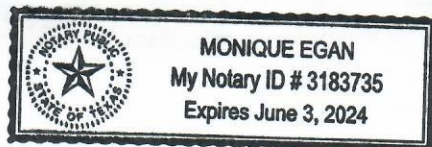
Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34028117	SAE Express-News	06/11/20
			SAE Express-News	06/18/20


Geena Garza
Bookkeeper

Sworn and subscribed to before me, this 22 day of June A.D. 2020

Notary public in and for the State of Texas





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Building and Resurfacing since 1981

DOBBS TENNIS COURTS, INC.

P.O. Box 90397
Austin, Texas 78709
Tel. (512) 288-2113 * Fax (512) 288-2126
Toll Free (800) 487-6259
dtcaustin@aol.com www.dobbstennis.com
HUB Certified



Certified Tennis Court Builder on Staff

PROPOSAL FOR POST-TENSIONED CONCRETE (3) PICKLEBALL COURTS 96' x 64'

January 25, 2024

**Meadowcrest Park
1050 Barracuda Drive
Burleson, TX 76028**

**Daniel Schafer (817) 426-9291
City of Burleson
dshafer@burlesontx.com**

Dobbs Tennis Courts, Inc. (DTC) proposes to provide materials, labor, transportation, and insurance for the above described project as follows:

Water and electricity to be supplied by owner.

ACCESS:

Trucks and equipment will need access to site.

SITE PREP:

If owner could provide a soils report for the area, that would be helpful in the design of the slab.

1. Locate underground utilities and overhead powerlines.
2. OTHERS TO PROVIDE ANY SOILS CONDITIONING, IF NECESSARY.
3. Remove vegetation and deleterious organic material from site.
4. Bring in approximately 100 to 120 yards of select fill or cushion sand as needed for proper elevations and slope.

SLAB:

1. Provide and install 2 to 3 inches of cushion sand for the finish grade as needed.
2. Place (2) layers of 6-mil poly on top of sand, overlap and tape the seams.
3. Provide forming.
4. Dig footings for net posts and center anchors.
5. Dig footings for fence posts.
6. Dig a 12" wide x 12" beam (or down to rock) min. of 6" deep, around the perimeter of the slab, or as designed. Dig center beams as designed.
7. Place ½" seven-strand post-tension cables on maximum 3' centers (or as specified by engineer) with 2" plastic chairs at all intersections. All tears in sheathing shall be repaired.

8. Place (2) pieces of No. 4 rebar in all beams. One piece on top and one below the post-tension cable. Rebar to be continuous.
9. Pour a 5" thick, 3000 psi concrete slab, no curing agents. Apply a medium broom finish.
10. Use a concrete pump to get the concrete from the truck to slab area. No concrete trucks will be allowed on the court pad.
11. Partial-stress the tendons 1 to 2 days after concrete is poured. Final-stress tendons 7 to 10 days after the concrete pour. Cut tendons and grout holes with non-shrink grout.
12. The slab will be moisture cured for 3 to 7 days and allowed to cure a minimum of 28 days before the application of the acrylic surface.

COURT FENCING: 8' high Black:

Provide and install approximately 320 linear feet of 8' high perimeter fencing.

1. Fence post spacing will be maximum 8' apart.
2. All terminal posts will be 3" o.d. and line posts will be 2-1/2" o.d.
3. Top, bottom and mid rail continuous on fence. Pipe will be 1-5/8" o.d.
4. Fence fabric will be 9 gauge, 2" chain link. Black vinyl coated.
5. Install gate(s) where needed.

WINDSCREENS: Black

Provide and install approximately 320 linear feet of 6' high black Polyethylene Extreme Screen Windscreens with center grommets. From Ball Fabrics with 7-year warranty.

SURFACING:

1. Acid etch slab with phosphoric acid, then pressure wash slab clean with a 3,500 psi pressure washer.
2. Flood the court, mark birdbaths, if any, and repair as per ASBA specifications.
3. Apply 1 coat of acrylic adhesion promoter.
4. Apply 1 to 2 coats of acrylic resurfacer.
5. Apply 2 coats of textured acrylic. Color or colors to be chosen by owner.
6. Apply 2" textured white lines for pickleball.

Surface colors to be _____ playing area with _____ border and _____ kitchens.
Surfacing materials to be Plexipave or SportMaster or equivalent. Allow 48 hours for surfacing coatings to cure.

ACCESSORIES:

1. Provide and install (3) pair Douglas Premier XS internal wind 2-7/8" round Pickleball net posts into sleeves.
2. Provide and install (3) Douglas Pickleball net with center net straps.

LIGHTS: *See separate proposal*

OWNER TO PROVIDE:

Water and electricity for project.
Permitting.

DOBBS TENNIS COURTS, INC. WILL PROVIDE:

1. Worker's Compensation insurance.
2. General Liability insurance.
3. Complete job clean up.

ROAD CLAUSE: If access to site is limited and roads need to be built, owner will be responsible for that cost.

EXCLUSION CLAUSE: DTC will not be responsible for damage caused to electrical, gas, cable, telephone, irrigation or any other form of lines that are buried underground. Repairs, if needed, will be the responsibility of owner. DTC can only be held responsible if informed in writing with location diagrams prior to beginning of construction.

PERMITS: Owner will provide all permits, if needed. If DTC arrives on job site and there are problems pertaining to permit, owner will be responsible for any additional cost incurred by DTC due to delays, etc.

CHANGES: Any changes to the above specifications will be done by written change order and signed by a representative of the owner and DTC. No verbal statements or agreements by owner, the contractor, or its representatives will be recognized.

WARRANTY:

DTC guarantees materials and workmanship for one year from date of completion. Excludes acts of God: hurricane, tornado, earthquake, flood, tsunami, etc. Note: It is possible for there to be hairline or shrinkage cracks in the slab after a pour. The purpose of the post-tension cable system is to keep the cracks under control.

PRICING AND TERMS: *(tax exempt entity)*

Price: 96' x 64' recommended area: \$ 144,470.00 Initial_____

Terms: 20% upon job start
50% upon concrete pour
20% upon fence installation
10% upon completion

Price quotes are guaranteed for sixty days.

RESPECTFULLY SUBMITTED,
DOBBS TENNIS COURTS, INC.

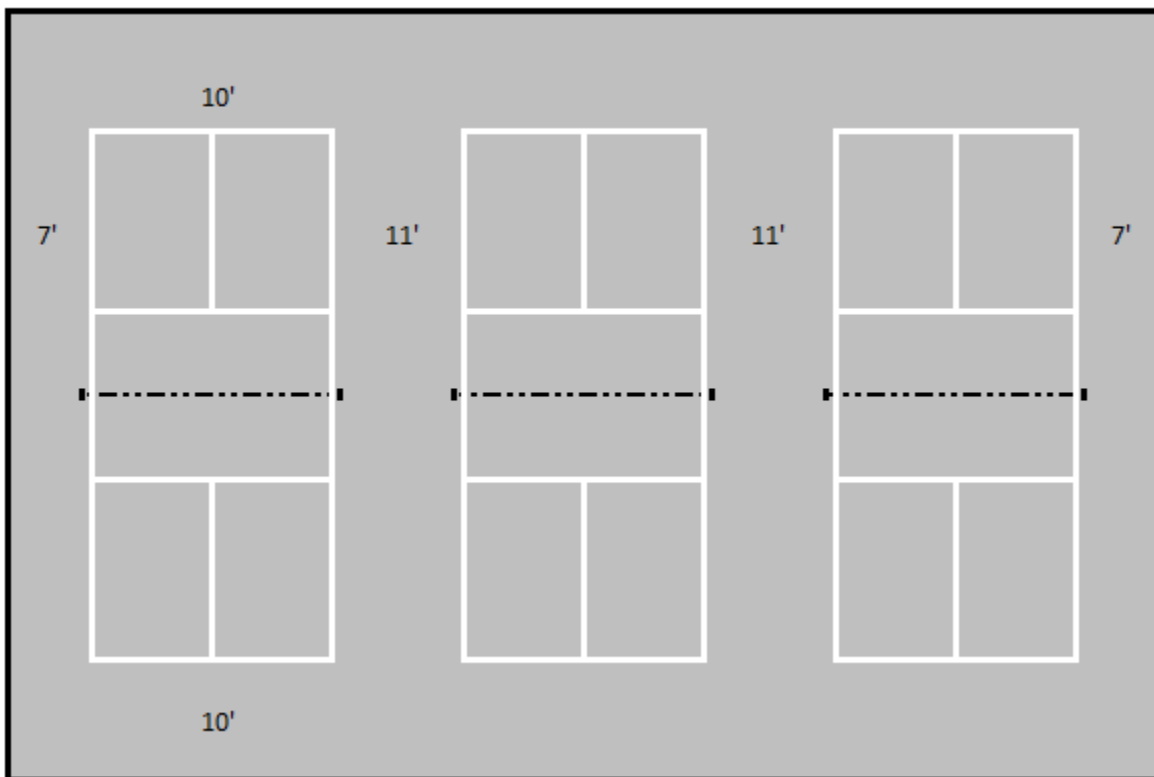
By: *Barbara Dobbs, CTCB*



Accepted By _____ Date _____

Print Name _____ Title _____

96' x 64'



City of Burleson
Addendum to Vendor's Contract
Additional Provisions

Vendor Name: Dobbs Tennis Courts, Inc.

Vendor Address: P. O. Box 90397, Austin, TX 78709

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
17. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

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

City of Burleson, Texas:

By: _____

Printed: _____

Title: _____

Date: _____

For the Vendor:

By: Barbara Dobbs

Printed: Barbara Dobbs

Title: President

Date: January 24, 2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1115678

Date Filed:
01/24/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dobbs Tennis Courts, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

641-21
Construction of (3) pickleball courts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



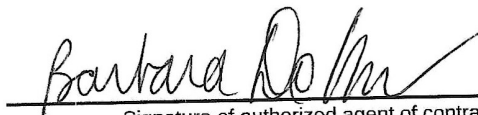
6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Tx, on the 24 day of January, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Parks and Recreation Department
FROM: Jen Basham, Parks and Recreation Department
MEETING: February 20, 2024

SUBJECT:

Consider approval of a contract with Dunaway Associates, LLC for design, engineering, and survey services for the parking lot addition and trailhead improvement at Oak Valley South Scott trailhead in the amount of \$67,400. (*Staff contact: Jen Basham, Director - Parks and Recreation*)

SUMMARY:

Trailhead improvements at Oak Valley South Scott Street have been approved as a FY 2024 project in the Parks Capital Improvement Program. Improvement considerations include a parking lot addition, lighting, landscaping, and additional amenities such as a bike repair station and water fountain.

Dunaway Associates, LLC engineering firm is prequalified from on our current preferred vendor list and completed the initial project review for the parking lot addition of this project. In their initial review, Dunaway Associates, LLC identified that a minimum of 21 parking spaces can be produced from the existing area.

The contract being presented this evening includes:

- Preliminary Surveying
- Design for a parking addition at Oak Valley South Scott Street Trailhead
- Design for landscape and lighting improvements at Oak Valley South Scott Street Trailhead
- Finalized construction plans and construction phase support
- Project management, administration, and coordination support

RECOMMENDATION:

Staff recommends approving the design and construction administration contract with Dunaway Associates, LLC for \$67,400 as presented

PRIOR ACTION/INPUT (Council, Boards, Citizens):

REFERENCE:

N/A

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: 4B

Amount: \$67,400 Project (if applicable):

STAFF CONTACT:

Jen Basham
Director, Parks and Recreation
jbasham@burlesontx.com
817-426-9201



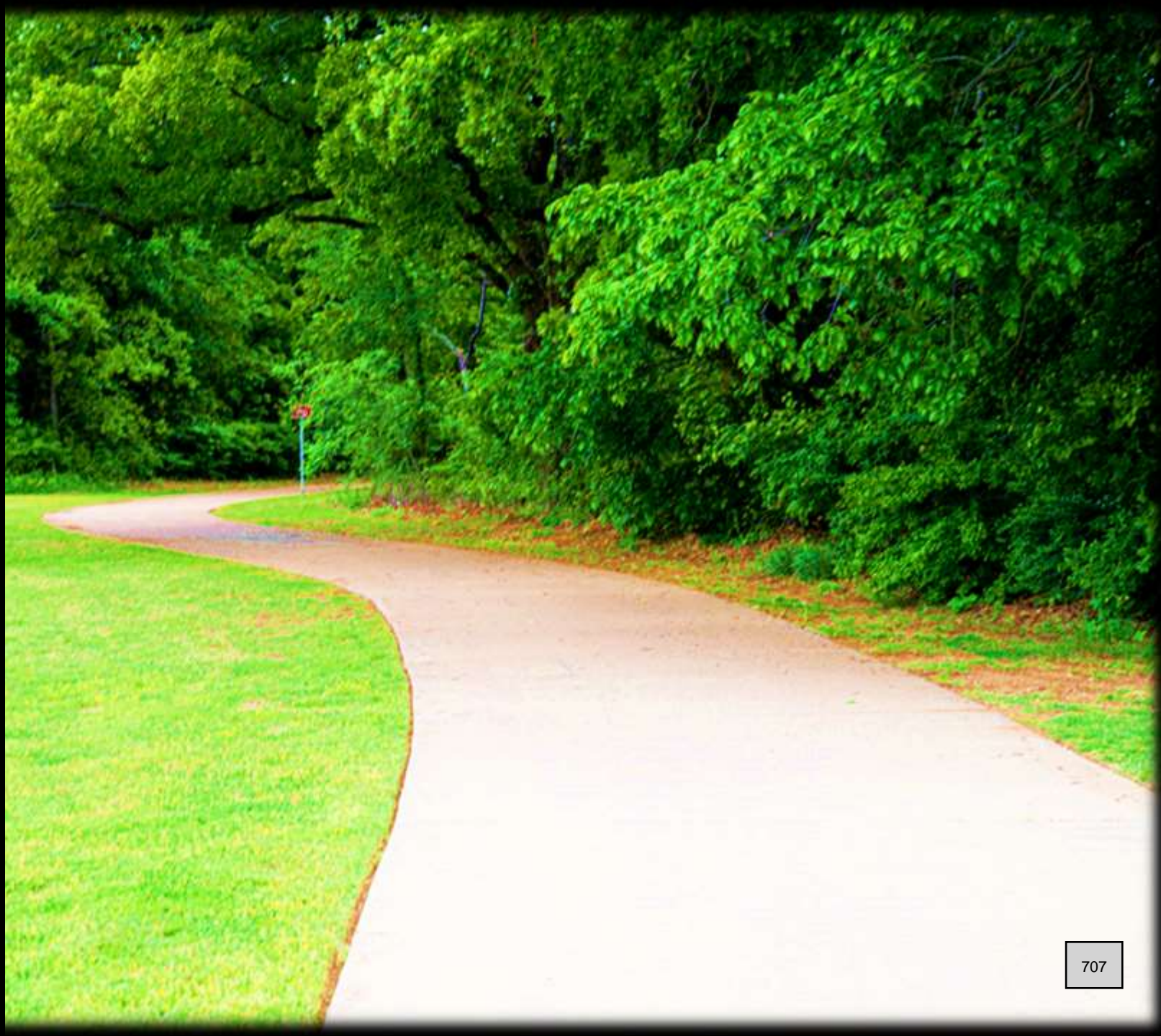
OAK VALLEY SOUTH SCOTT STREET: *TRAILHEAD IMPROVEMENT*

CITY COUNCIL: FEBRUARY 20, 2024

STAFF PRESENTER: JEN BASHAM, PARKS AND RECREATION DIRECTOR

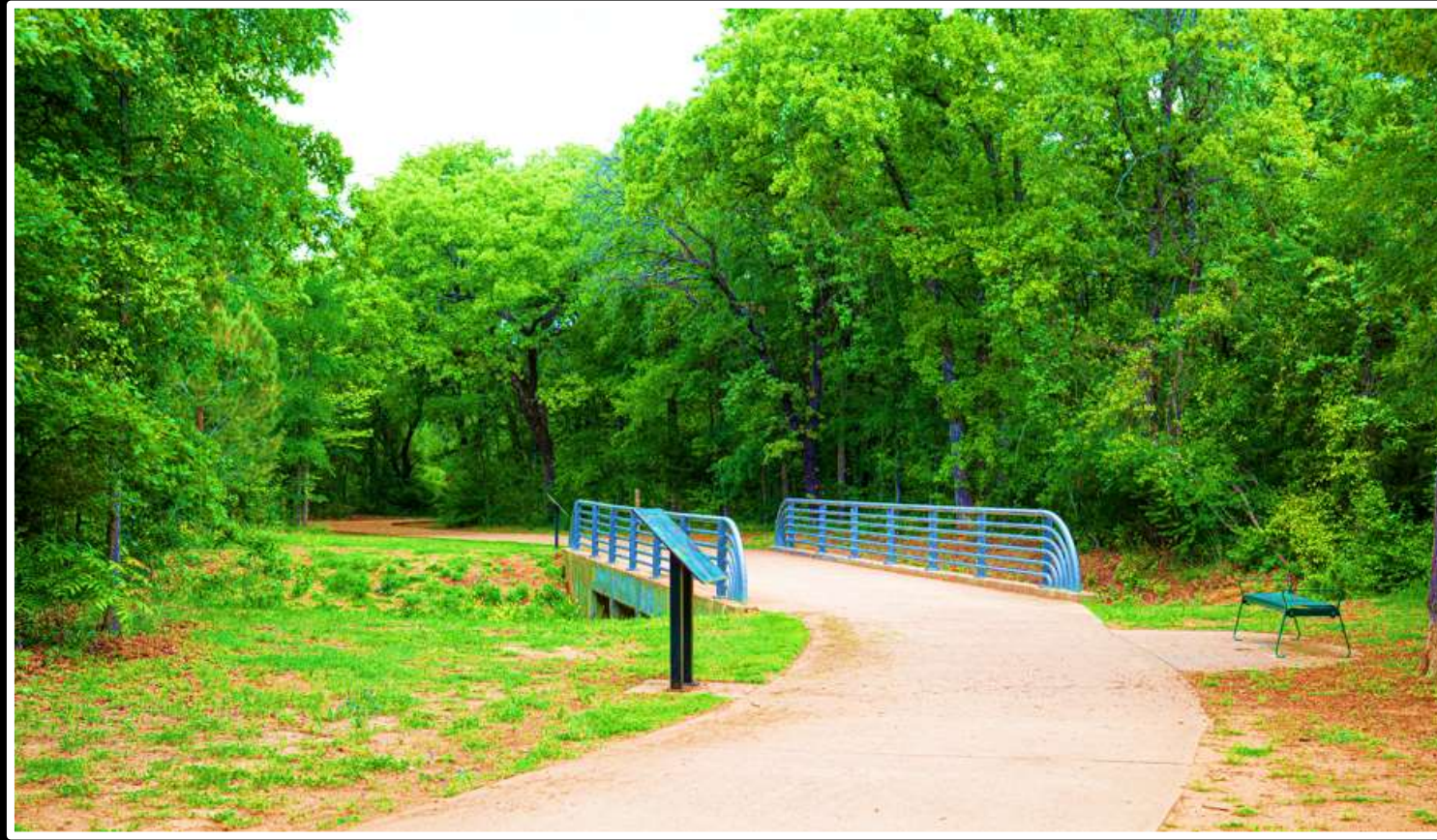
Overview

- ① Background
- ② Existing Conditions and Design Information
- ③ Project Process and Timeline
- ④ Options and Staff Recommendation



Background

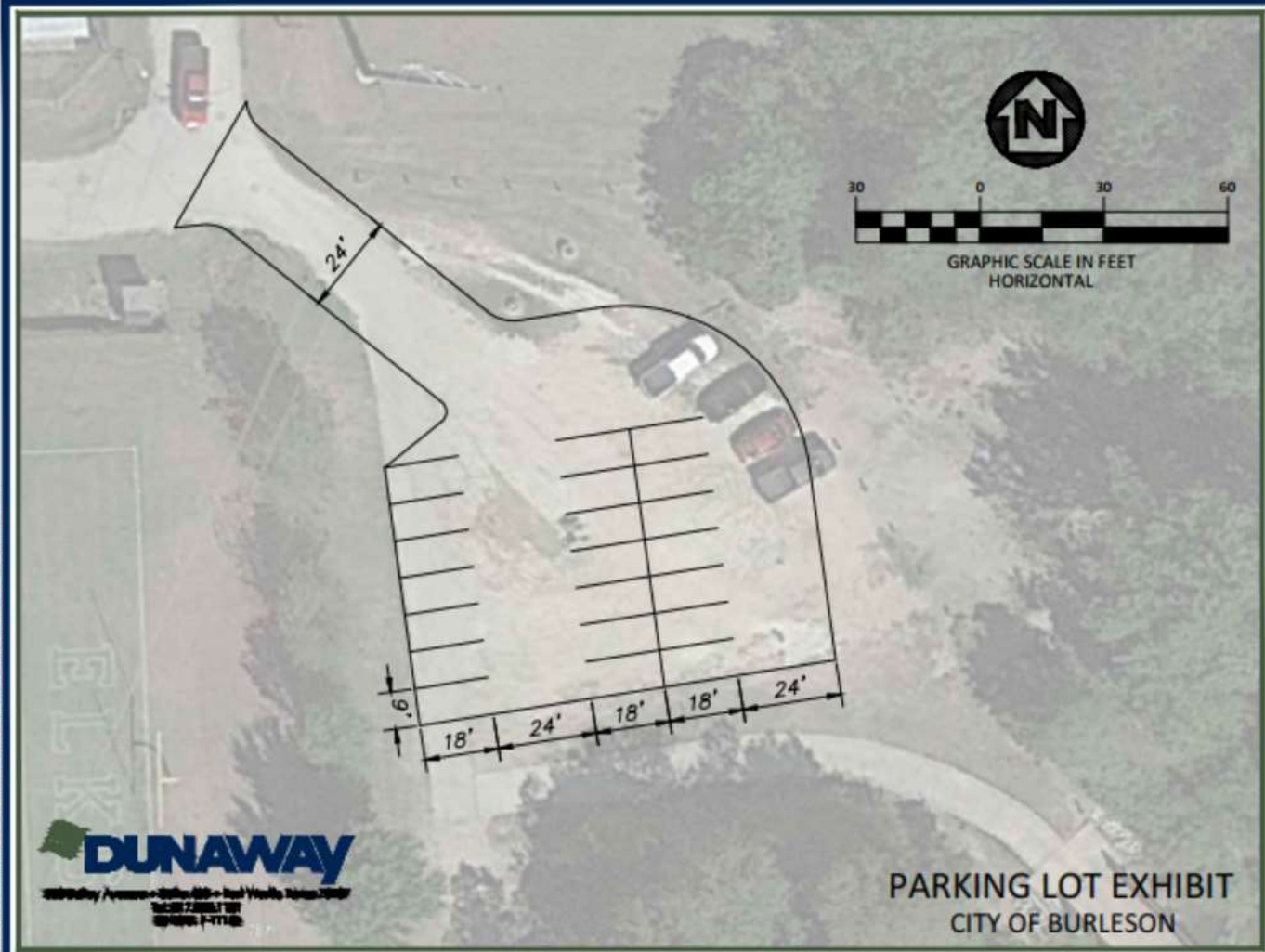
- Trailhead improvements at Oak Valley South Scott Street have been approved as a FY 2024 project in the Parks Capital Improvement Program.
- Improvement considerations include a parking lot addition, lighting, landscaping, and additional amenities such as a bike repair station and water fountain.
- This project has been budgeted at \$540,000.



Existing Conditions:



Step 1: Design



Dunaway engineering firm is prequalified from on our current preferred vendor list and completed the initial project review for the parking lot addition of this project. **Please note:** Public Works has also been advised and supports this project from an engineering standpoint.

- Design contract, once executed will include:
 - Preliminary Surveying
 - Design for parking lot addition (up to 2 concepts)
 - Construction plans and support
 - Project management, administration and coordination support
 - **Contract cost: \$67,400**

Preliminary Design: includes a minimum of 21 parking spaces

Project Process:



- 1 • Enter into a contract for final design and construction documents:

- *with* Dunaway Associates, LLC

- 2 • Design Phase

- Design of parking lot and construction documents produced
- Timeline: 2-months
(March 2024 – April 2024)

- 3 • Bid Phase

- Once final documents are approved by staff, the project will be released to bid. The selected construction bid will be taken to Park Board and Council for approval
- Timeline: 2-months
(May – June 2024)

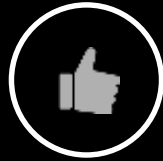
- 4 • Construction

- Timeline: 2-months
(July 2024 – August 2024)

Options



Staff recommendation



Approve the design and construction administration contract with Dunaway Associates, LLC for \$67,400 as presented



Approve the design and construction administration contract with Dunaway Associates, LLC for \$67,400 as presented with *changes*



Deny

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and Dunaway Associates, LLC (“Consultant”).

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is **Attachment A** more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed Sixty Seven Thousand, Four Hundred and No /100 dollars in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

The Consultant shall submit monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Consultant’s invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. TERMINATION.

4.1. Written Notice.

The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the end of the term of this agreement as provided in Article 2, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. RIGHT TO AUDIT.

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the consultant involving transactions relating to this Contract at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors, and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant.

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

Consultant shall perform as an independent contractor all services under this Agreement with the professional skill and care ordinarily provided by competent architects, engineers, or landscape architects practicing under the same or similar circumstances and professional license. Further, Consultant shall perform as an independent contractor all services under this Agreement as expeditiously as possible as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. Consultant shall provide professional services necessary for the work described in Attachment "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Attachment "A" the terms and conditions of this Agreement shall be final and binding upon both parties hereto.

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND

PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate
- (b) Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per person per occurrence
\$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

- (c) Worker's Compensation
Statutory limits
Employer's liability
\$100,000 Each accident/occurrence
\$100,000 Disease - per each employee
\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent

with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3 Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

11. **COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.**

Consultant agrees to comply with all applicable federal, state and local laws, ordinances,

rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

City of Burleson
City Manager
Attn: Tommy Ludwig
141 W. Renfro St.
Burleson, TX 76028

Dunaway Associates, LLC

Bryan E. Sherrieb
550 Bailey Avenue, #400
Fort Worth TX 76107

14. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

15. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States

District Court for the Northern District of Texas.

17. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

23. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to

execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. NON-EXCLUSIVITY.

Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

31. COUNTERPARTS; PDF SIGNATURES.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

The remainder of this page is left intentionally blank

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BURLESON:

Dunaway Associates, LLC

By: _____

By: Bryan Sherrieb

Name: _____

Name: Bryan E. Sherrieb, P.E.

Title: _____

Title: Senior Discipline Lead

Date: _____

Date: February 2, 2024

APPROVED AS TO FORM:

By: _____
City Attorney, Assistant City Attorney,
or Deputy City Attorney

ATTACHMENT A

I. Scope of Services

**To:**

Jessica Martinez, CMP, CPRP,
Recreation Manager,
Programs and Special Events
City of Burleson, Texas Parks
and Recreation
550 NW Summercrest Blvd,
Burleson, TX 76028
jmartinez@burlesontx.com

From:

Bryan Sherrieb, Senior Project
Engineer

Dunaway Location

550 Bailey Avenue
Suite 400
Fort Worth, TX 76107

Firm Registration F-1114

Dunaway No. P010873.001

December 7, 2023

Reference: Proposal for Professional Services
Oak Valley - South Scott Street Trailhead

Ms. Martinez,

Dunaway Associates, LLC (Dunaway) is pleased to submit this proposal for professional land surveying and civil engineering services on the above-referenced Project. Based on the project information received on 11/20/23, we believe the following scope of services will meet the needs of the City of Burleson (Client) for this Project.

Project Understanding

The City of Burleson wants to improve the unpaved parking lot at the southeast corner of South Scott Street and Ringey Way that is currently used to access a trail along Village Creek. The parcel on which the improvements will be located is owned by the City. The Client wishes to construct a paved parking lot with some landscaping, lighting, and the following amenities: a bike repair station and a refrigerated bottle filler. Landscaping shall be limited to plantings and re-establishing turf. The intent is to improve the parking area for functional use. The property is located in a floodway per FEMA Floodplain Map 48251C0065J.

This project shall be designed this spring with the intent to construct in the summer of 2024. As such, design phases will be limited to an initial parking lot layout, 90% construction plans, and 100% construction plans for bidding and construction. The plans will be reviewed and approved by Parks and Recreation.

Executive Fee Summary

Preliminary Surveying \$5,400 Lump Sum

1. Topographic Survey..... \$5,400 Lump Sum

Concept Site Plan \$2,700 Lump Sum

2. Concept Site Layout..... \$2,700 Lump Sum

Construction Plans \$49,400 Lump Sum / \$2,500 Hourly Estimate

3. Preliminary Design Plans (90%) \$25,400 Lump Sum

4. Drainage Study \$20,000 Lump Sum

5. Construction Documents (100%) \$4,000 Lump Sum

6. Owner Meetings and Conference Calls..... \$2,500 Hourly Estimate

Construction Phase \$2,000 Lump Sum / \$5,400 Hourly Estimate

7. Bid Phase Support..... \$2,000 Lump Sum

8. Construction Phase Support \$5,400 Hourly Estimate

Total: Lump Sum Services \$59,500.00

Hourly Estimated Services \$7,900.00

DETAILED SCOPE OF WORK

PRELIMINARY SURVEYING

1. Topographic Survey – Dunaway will provide a topographic survey of the approximately one-half-acre parking lot area. One-foot interval contours will be developed based on the results of the measurements taken. Existing visible utility facilities will be located and depicted on the face of the survey along with other visible improvements situated within the defined area. The vertical datum on which the elevations are based will be City benchmarks. As the owner of the property, the Client authorizes Dunaway to enter the property to conduct the survey. If the Client is not the owner of the property, the Client is to obtain written authorization from the property owner and provide it to Dunaway with the written notice to proceed.

CONCEPT SITE PLAN

2. Concept Site Layout – Dunaway will provide up to two concept parking lot layouts for consideration and present to the City for review before commencing with design plans. Line work shall show the parking layout and number of available parking spaces. Dunaway will utilize the topographic survey as a background for use in the layout of the parking lot.

CONSTRUCTION PLANS

3. Preliminary Design Plans (90%) – Dunaway will prepare preliminary design documents for the improvements required for this Project. Dunaway will work with the design team to develop the design package and specifications based on feedback received from the concept site layout. This fee includes any meetings during the schematic design process and utility coordination.
- a. Parking lot layout and control. Dunaway will dimension the parking lot to show drive lane dimensions, standard parking space widths, ADA/TAS required parking.
 - b. Grading layout. Dunaway will provide a grading plan to confirm that the project design does not cause fill within the floodway. Spot shots will be provided along with flow arrows to help the contractor construct the parking lot.
 - c. Planting Plans and Details - showing plant location, species, quantity, size, and notes. The plans will include trees, amenity area plantings, and areas of turf. Site furnishings, water bottle fillers and bike repair station will also be provided. Site lighting and corresponding electrical connections will be provided. The plans will be produced under the supervision of a Licensed Landscape Architect and include associated design calculations, details, and specifications.
 - d. Irrigation Plans and Details - indicating irrigation component locations and installation details for heads, valves, piping, and controllers. The plans will be produced under the supervision of a Licensed Irrigator and include required design calculations, details, and specifications.
 - e. Lighting and Electrical – A registered electrical engineer will evaluate the site and provide a site plan for locating electrical equipment to serve the bottle filling station and possibly the proposed lighting. Plans and specifications will be provided.

Plans will be submitted to the City for review. No other entity is expected to review this project and development review processes will not be required for approval of this project.

4. Drainage Study – In support of the need for a City floodplain permit, Dunaway will evaluate the existing flood model for Village Creek. As the intent is to construct the new parking lot at the same elevation as the existing ground, it is anticipated that this study will be used to confirm no net rise. The study will be provided to the City as part of the floodplain permit process. It is assumed that the City will be able to provide the FEMA model for Village Creek. The deliverable will be a technical memo and submittals to FEMA for CLOMR/LOMR are not included.

5. Construction Documents (100%) – Upon receipt of comments from the City, Dunaway will prepare the final design plans for bidding and construction. These construction documents will be signed and sealed by a Registered Professional Engineer licensed in the State of Texas. Any changes to the Construction Documents that result in a substantial change in the Project shall be considered additional services. A substantial change would include a change in (i) the size or complexity (ii) the Owner's schedule or budget for the Cost of Work, or (iii) procurement or delivery method. Any services to correct errors by Dunaway in the Construction Documents or efforts to correct the Construction Documents to conform to previous instructions from the Owner shall not constitute additional services.
6. Owner Meetings and Conference Calls – Dunaway will attend required project / design coordination meetings and conference calls on an as-needed basis. As part of the base scope of services we have included eighteen (18) man-hours for this effort. If additional time is required by the Owner, we can perform this service on an hourly basis.

CONSTRUCTION PHASE

7. Bid Phase Support – Dunaway will provide bid phase support. As the City bids its own projects, this scope of services is limited to providing one addenda based on questions received from contractors, tabulating received bids, verifying low bidder references and providing a letter of recommendation for award.
8. Construction Phase Support – Once the 100% Construction Drawing plans are completed or the Building Permit is issued, Dunaway has completed the Base Scope of Services. Any additional revisions to the construction documents, construction meetings, value engineering changes, or construction administration items will be billed as an hourly service. Dunaway will provide construction administration services as follows:
 - a. Attend a preconstruction meeting,
 - b. Review and respond on the Client's behalf for shop drawing submittals related to elements of the design for which Dunaway is responsible.
 - c. Review and respond to written Requests for Information from the Client's contractor regarding elements of the design for which Dunaway is responsible.
 - d. Two (2) site visits during construction, and
 - e. Final walk through.

Only those services specifically mentioned in the Scope of Work section are offered as part of this proposal.

ADDITIONAL SERVICES (not included in proposal)

The following is a list of some, but not necessarily all, of the services that can be useful or required for a Project of this type. The listed services have not been included in this proposal. Dunaway can provide or sub-consult many of these services if desired by the Client. If the Client determines any of these services is desired, Dunaway can either amend this proposal to incorporate the desired service or services or recommend other actions to cover the needs as expressed.

1. Traffic Control Plans
2. Flood studies for changes to FEMA flood maps. (CLOMR/LOMR)
3. Phase 1 and Phase 2 Environmental Site Assessments.
4. Wetlands delineations and Section 404 permitting through the US Army Corps of Engineers.
5. Storm Water Pollution Prevention Plan (SWPPP)
6. Detention pond design or analysis.
7. Design Elements within 5-foot outside of the proposed building improvements are not included in the civil and landscape scope.
8. Design of franchise utilities (gas, electric, telephone and cable TV) will be conducted by the franchise utility companies. Usually, each franchise utility company will provide its own design. If desired, Dunaway will show the conduit for each of these on our drawings provided that the size, number, and material for each conduit is provided to Dunaway by the utility company.
9. Construction Staking – This service can be provided, if requested, and will be authorized under a separate proposal or included in this one at the Client's option.
10. Surveying services such as boundary surveys and as-built surveys and easements by separate instrument are not included unless specifically mentioned in the scope of work.
11. Design of off-site public utility extensions is not included unless specifically listed in the proposed scope of work.
12. Design of off-site paving improvements is not included unless specifically listed in the proposed scope of work.
13. Soil Investigation/Laboratory Testing – Dunaway recommends that the Client retain an independent laboratory for use in any testing required during the design phase, i.e., for density approval in the street rights-of-way, and for any site excavation and embankment that might be required for this Project.
14. Construction inspection services are not included. Dunaway does not provide construction inspection services. Normally, we recommend that the Client retain a geotechnical engineering consultant to provide construction inspection services for private improvements.
15. Structural design of retaining walls.
16. Design of precast concrete superstructure for parking garage.
17. Building Envelope design including, but not limited to metal studs, window mullion systems, and other special proprietary product systems.
18. Miscellaneous steel, including, but not limited to, guardrails, handrails, metal pan stairs and barriers.

Proposal for Professional Services
Oak Valley - South Scott Street Trailhead
Page 6

19. Redesign efforts related to scope of work or building footprint changes after significant design efforts have begun or redesign efforts to meet construction budgets are not included.

If this proposal meets with your approval, please sign below and return one copy to our office as our notice to proceed. We appreciate the opportunity to assist you with this Project and look forward to its success.

Respectfully submitted,

DUNAWAY ASSOCIATES, LLC,
a Texas limited liability company



Daniel Tremper, PE
Engagement Manager | Principal



Bryan E. Sherrieb, PE
Senior Project Engineer

Agreed & Accepted

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

BES/DAT/lau

\\\\ftworth\\file system\\Production8000\\010800\\010873\\001\\Project Management\\Proposal\\010873.001 - Oak Valley - South Scott Street Trailhead Proposal - 2023-1207.docx

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dunaway Associate, LLC
Fort Worth, TX United States

Certificate Number:
2024-1123974

Date Filed:
02/14/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Oak Valley â South Scott St.
20 space parking lot

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Eubanks, Ross	Houston, TX United States	X	
	Williamson, Jason	Fort Worth, TX United States	X	
	Galbreath , Tom	Fort Worth, TX United States	X	
	Wilde, Chris	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is **Chris Wilde**, and my date of birth is _____.

My address is **550 Bailey Ave., Suite 500**, **Fort Worth**, **TX**, **76107**, **USA**.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in **Tarrant** County, State of **Texas**, on the **14** day of **February**, 20**24**.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Parks and Recreation Department
MEETING: February 20, 2024

SUBJECT:

Recommend approval of a contract with We Build Fun, Inc as a sole source provider of Miracle products for improvement to Cedar Ridge Park in the amount of \$278,314. (*Staff Contact: Jen Basham, Parks and Recreation Director*)

SUMMARY:

Cedar Ridge Park has been identified as a priority for development through the parks master plan. \$280,000 has been identified in the capital improvement plan to develop the park. The site is situated in a residential area. An initial review of the park has determined that based on the size and location of the park, Cedar Ridge Park is considered a neighborhood park. The park currently includes a playground, benches, and picnic area.

Two surveys were sent out to the community to get feedback on specific elements and final design options. 207 respondents provided feedback on the concepts submitted.

Six design firms created concepts for the park including: Kompan, Burke, Miracle, Wisdom, Playwell, and Playground Etc. Miracle's conceptual design was the overall supported winner with 57 of votes.



The concept includes:

- Standard and ADA glide along
- Two slides
- Climbers
- Climbing wall
- Music panels
- Imaginary play panels
- Manipulative play panels
- Integrated shade within tot lot play area
- Integrated shade within ages 5-12 play area
- Shade over existing bench

RECOMMENDATION:

Staff recommends proceedings with the park concept for approximately \$278,314.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

REFERENCE:

Insert CSO# NA

Insert resolution or ordinance change

FISCAL IMPACT:

The total \$278,314 will be allocated from 4B Bond Funds.

Budgeted Y/N: Y

burlesontx.com | 817.426.9611 | 141 W Renfro Street, Burleson, Texas 76028

Fund Name: 4B
Full Account #:
Amount: \$\$278,314

STAFF CONTACT:

Jen Basham
Director, Parks and Recreation
jbasham@burlesontx.com
817-426-9201



CEDAR RIDGE PARK

CITY COUNCIL: FEBRUARY 20, 2024

STAFF PRESENTER:

JEN BASHAM, PARKS & RECREATION DIRECTOR

Overview



- 1 Background
- 2 Public Engagement: Summary of Surveys
- 3 Selected Park Improvement
- 4 Options



Background



- Cedar Ridge has been approved as a FY 2024 project in the Parks Capital Improvement Program.
- This project has been budgeted with \$280,000.
- Public engagement was completed utilizing the format approved by City Council.
- 2 rounds of surveys have been completed to determine what features and improvements should be included in the final design.
- 9 playground manufacturers submitted concepts based on survey feedback with project budgets in mind.
- 7 concepts were sent to the community for voting.

Public Engagement: *Summary of Surveys*



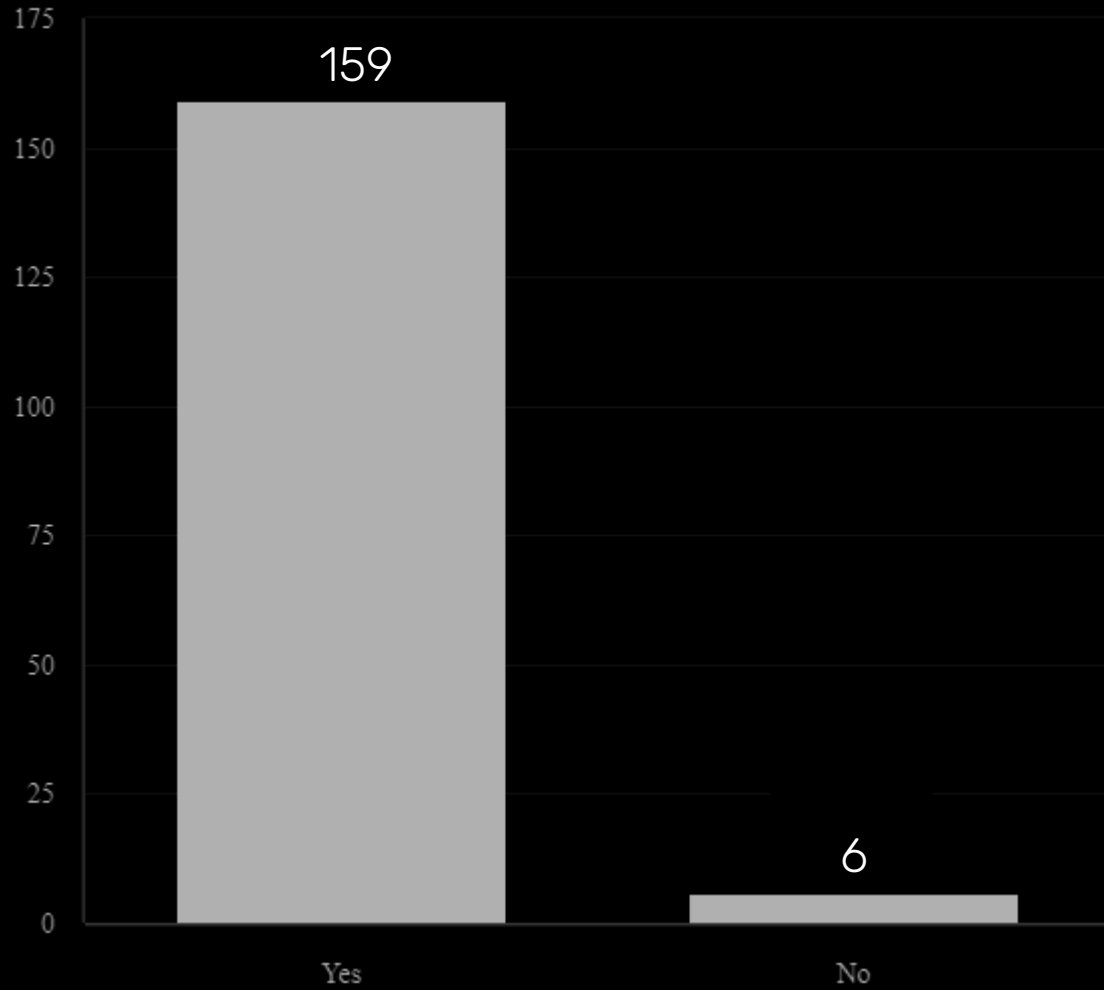
- Survey 1: 168 responses, open for 3 weeks
- Survey 2: 207 responses—open for 2 weeks

Total responses: 375

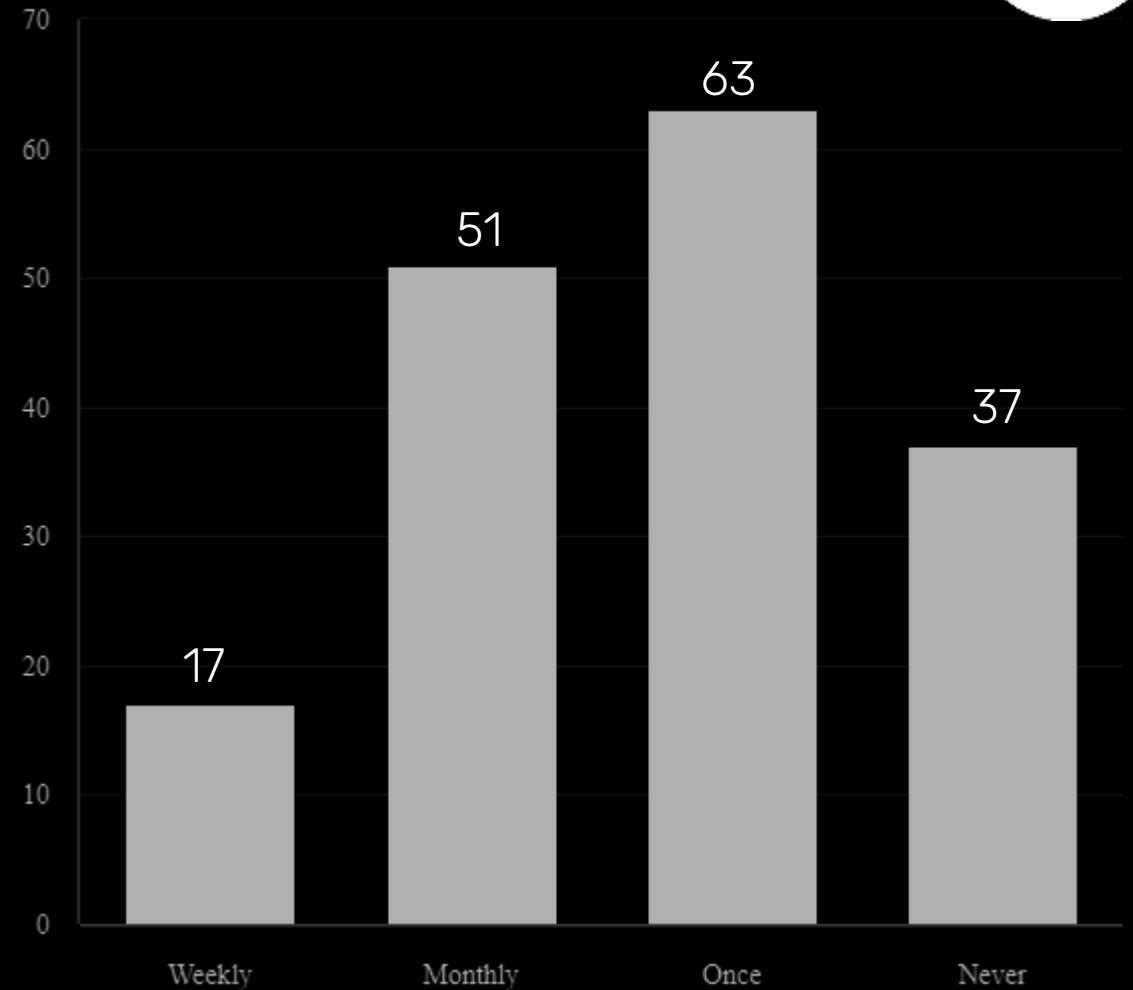


Additional area of focus: Staff specifically met with special needs user groups to ensure feedback was received. User groups included: BISD, Center for ASD, Fit Abilities, and City of Burleson ADA citizen committee.

Survey 1:
Are you a Burleson resident?

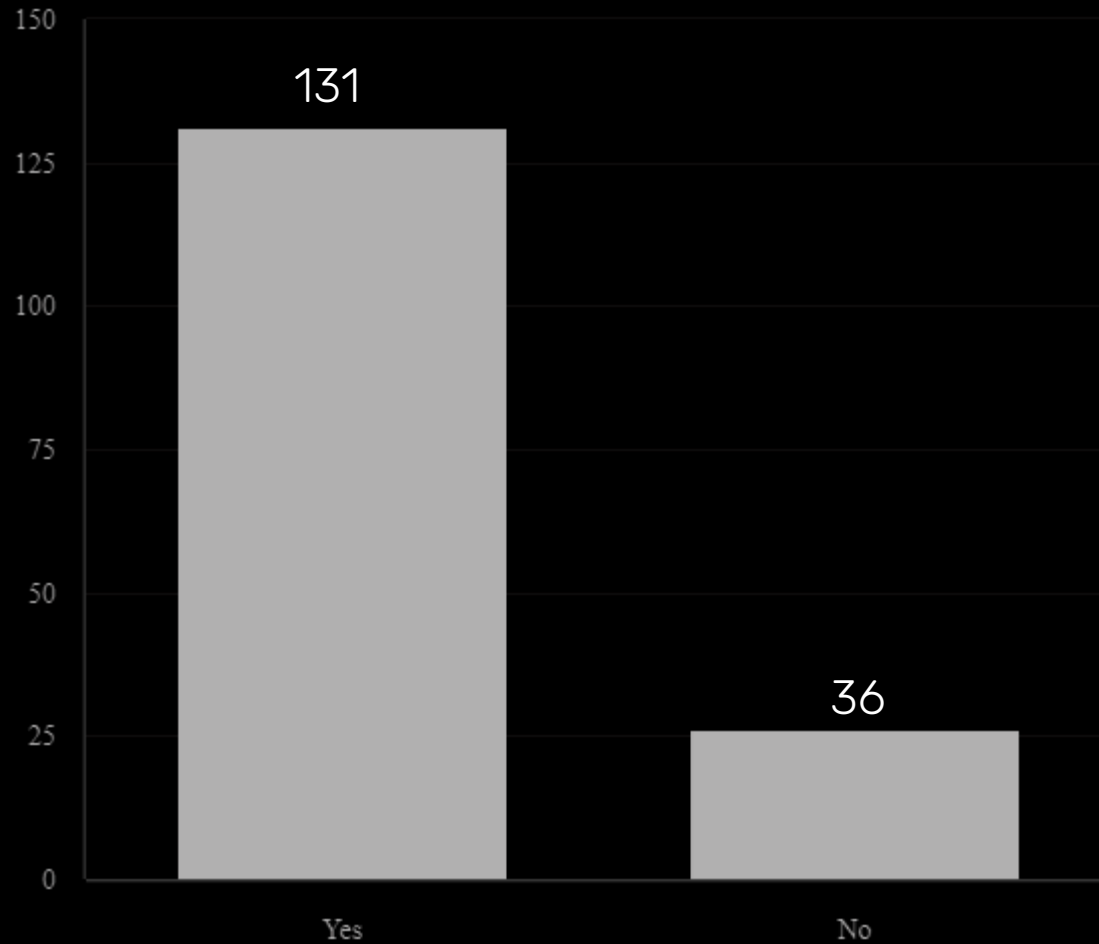


Survey 1:
How often do you visit Cedar Ridge?



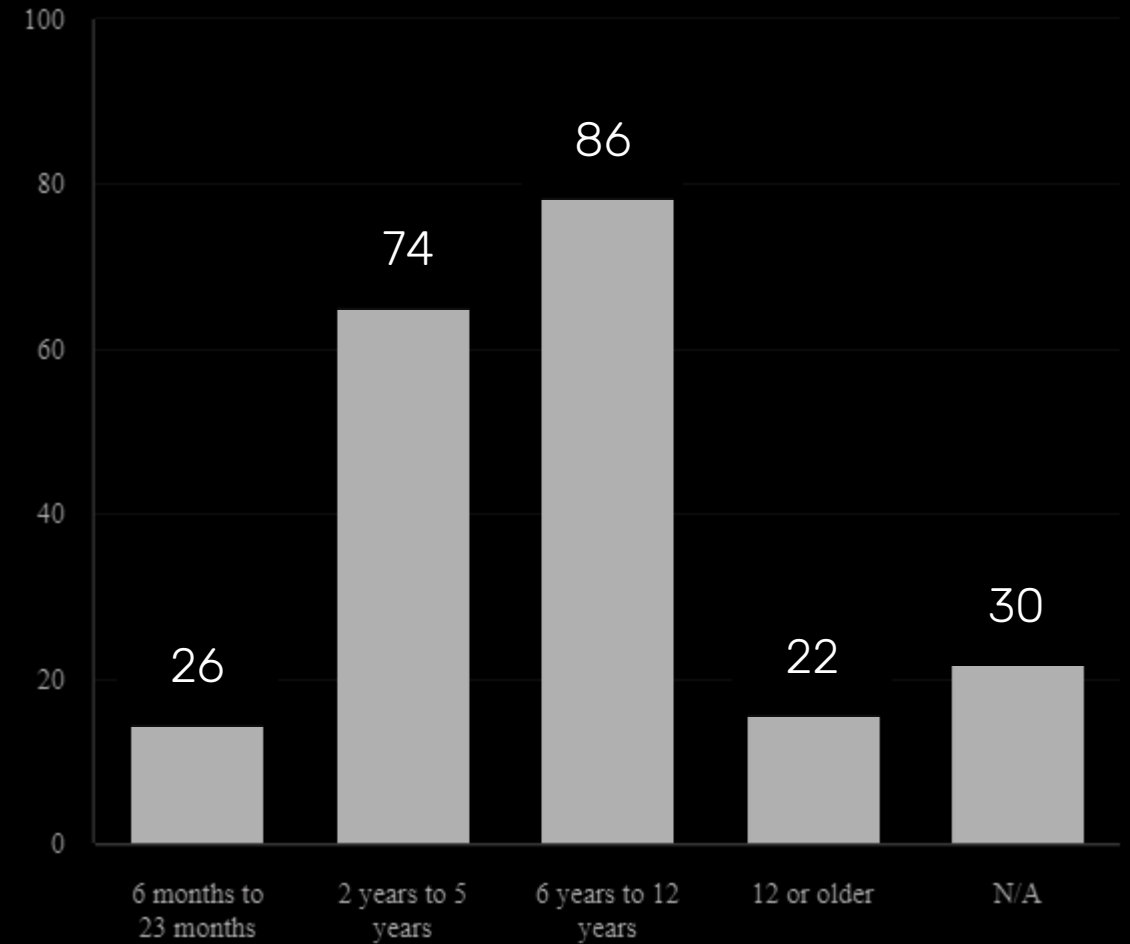
Survey 1:

Do you bring children to Cedar Ridge Park? *For example, grandparents, parents, caregiver, etc.*



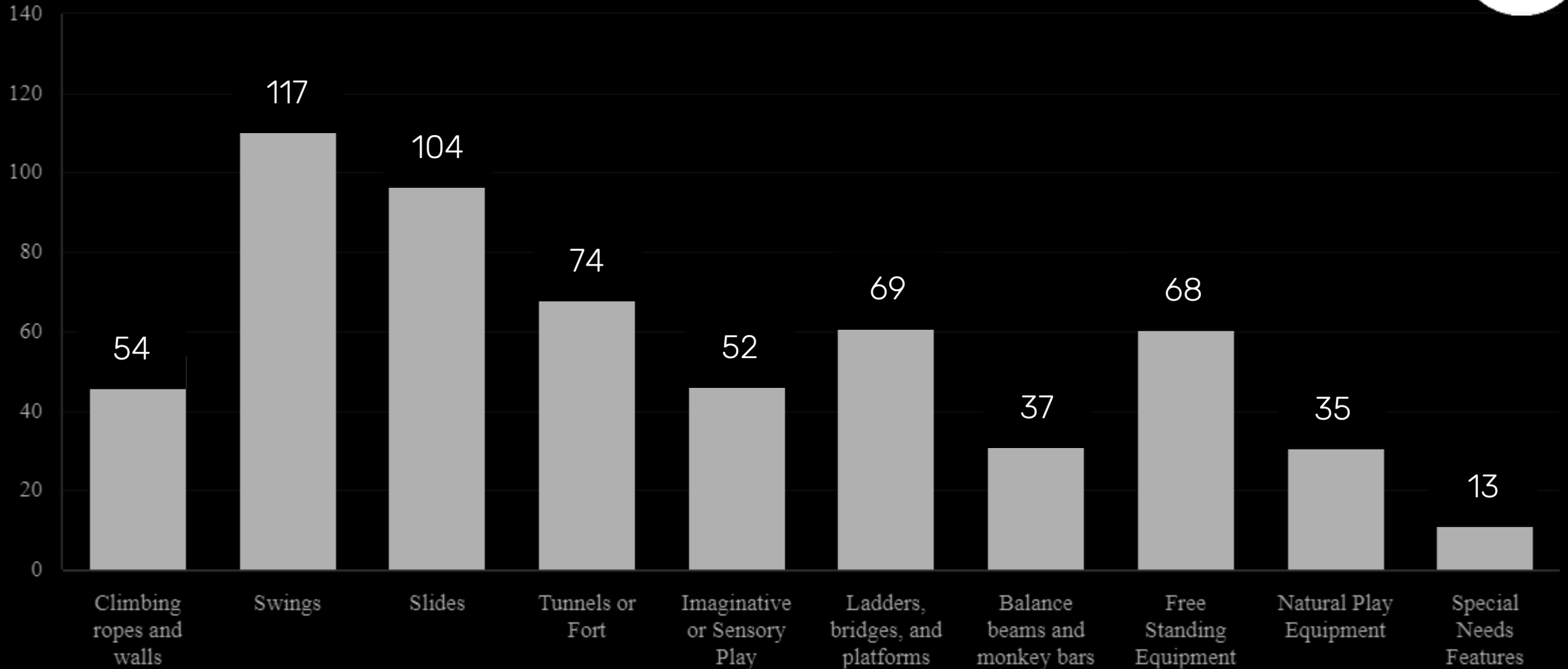
Survey 1:

What are the ages of the children you bring to the park?



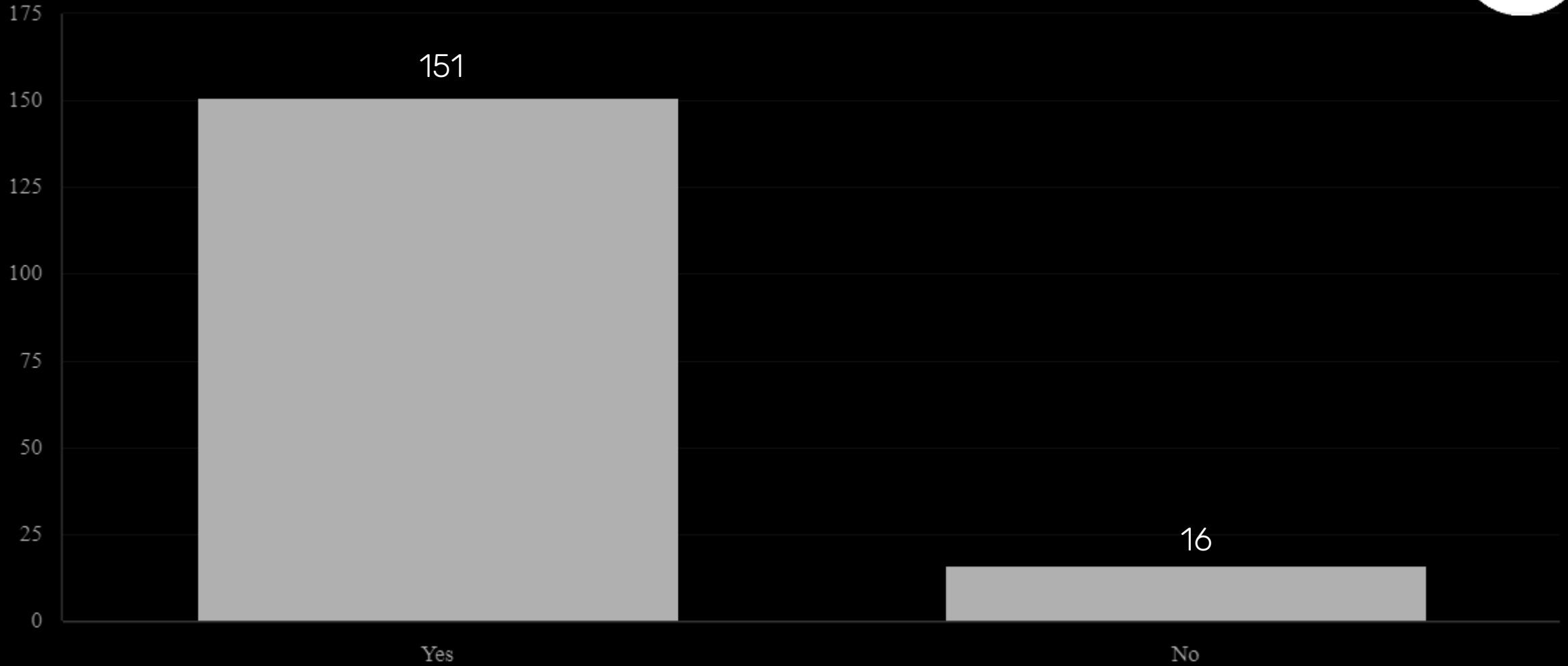
Survey 1:

What type of play equipment do the children in your household most enjoy? Please select your top 3.



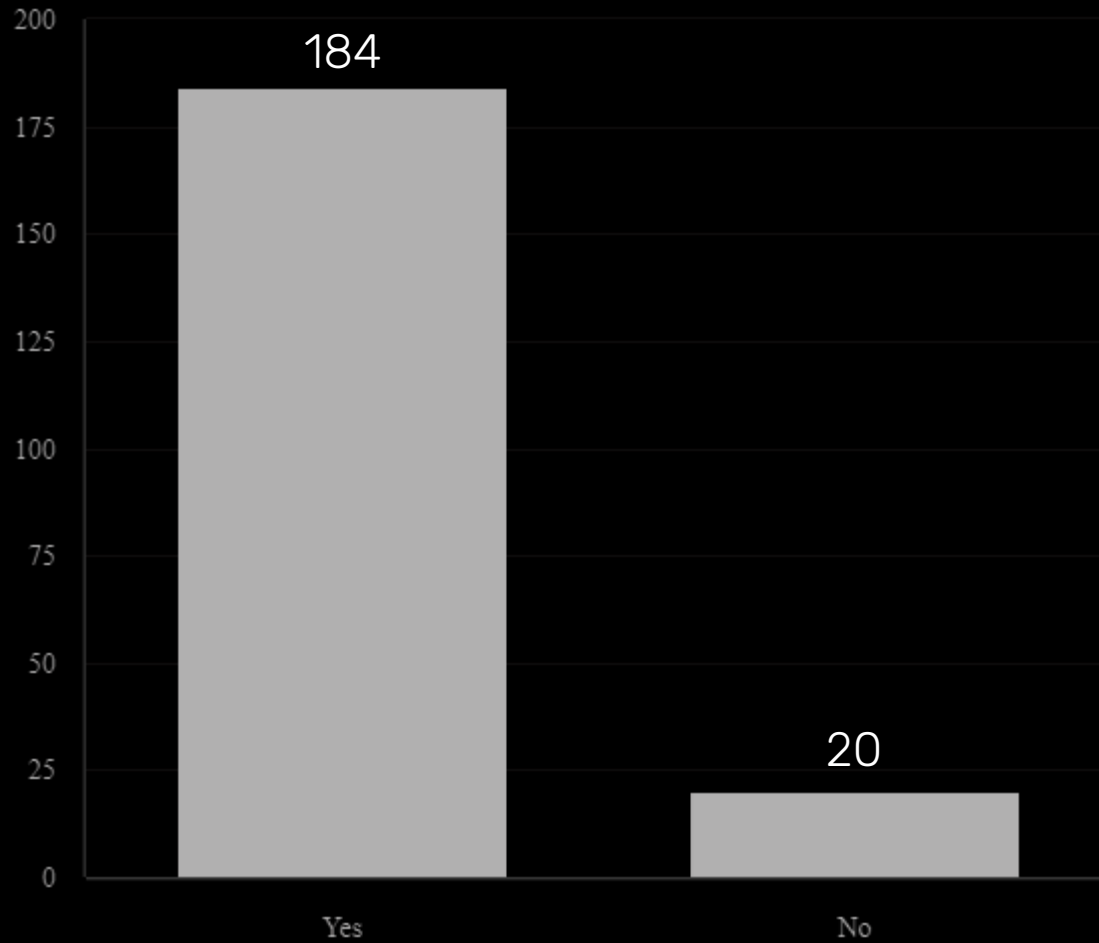
Survey 1:

Based on community feedback, staff is considering a fenced in playground catered to children ages 0-3.
Do you support this?

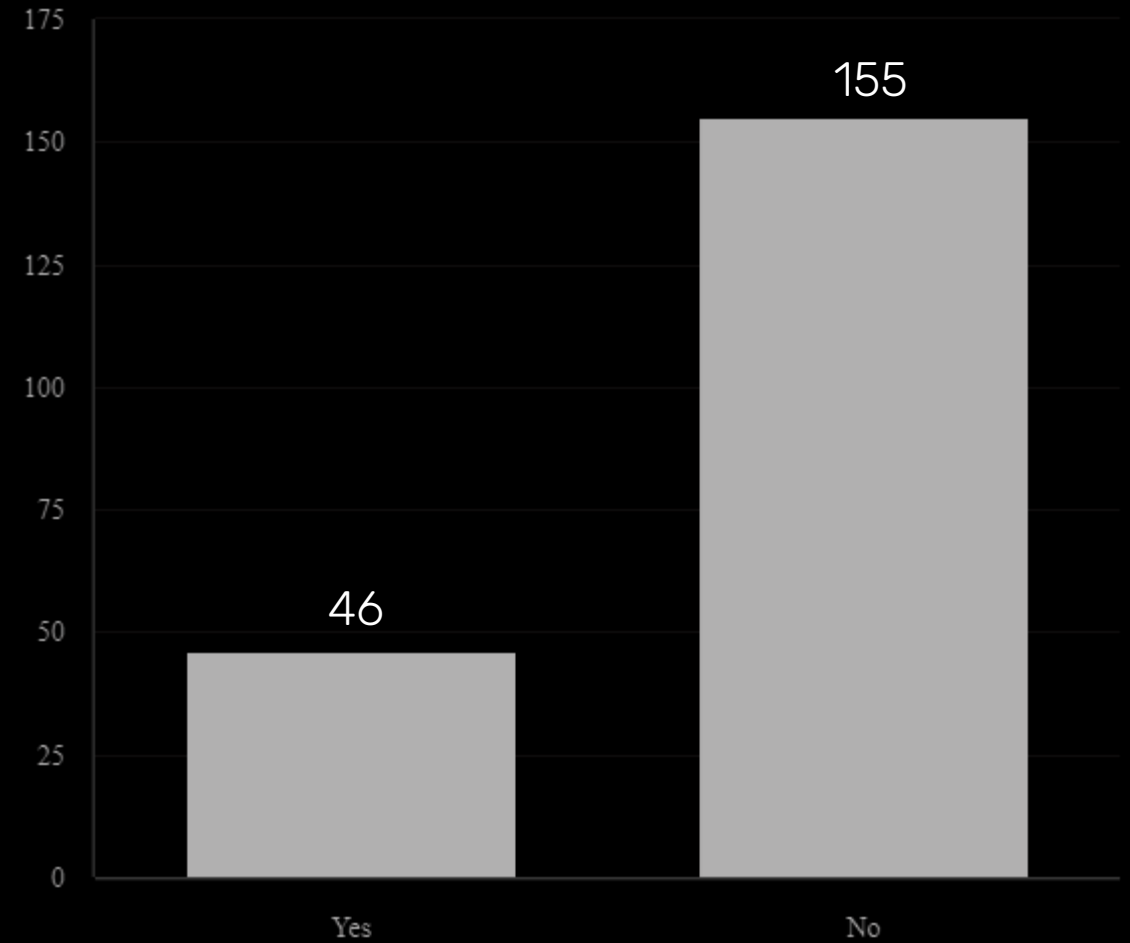


Survey 2

Are you a Burleson resident?



If you're a Burleson resident, do you live in the Cedar Ridge Park neighborhood?



MIRACLE



Burke
PLAY THAT MOVES YOU

CEDAR RIDGE PARK OPTION 1



BURKE 1



BURKE 2

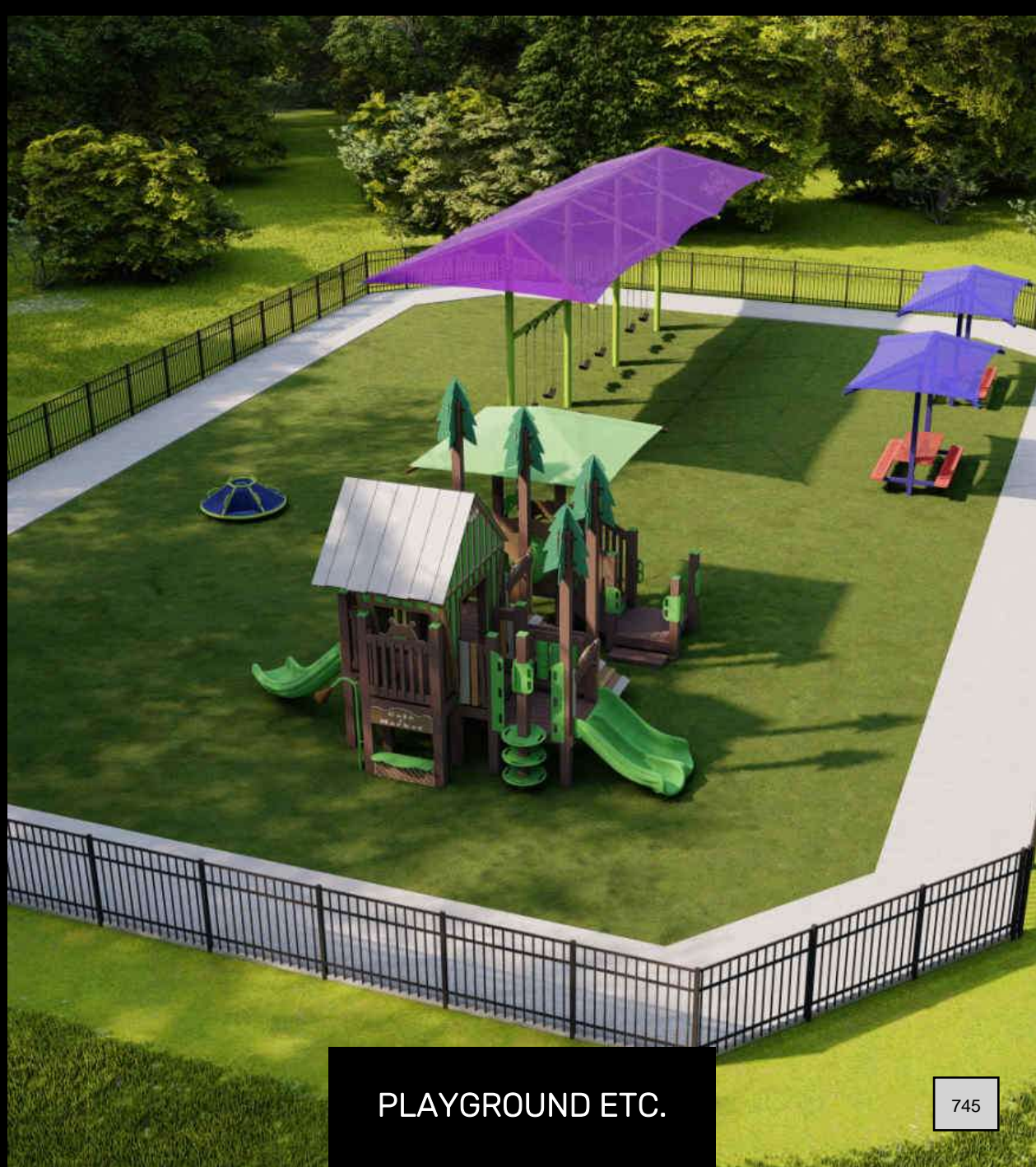


KOMPAN



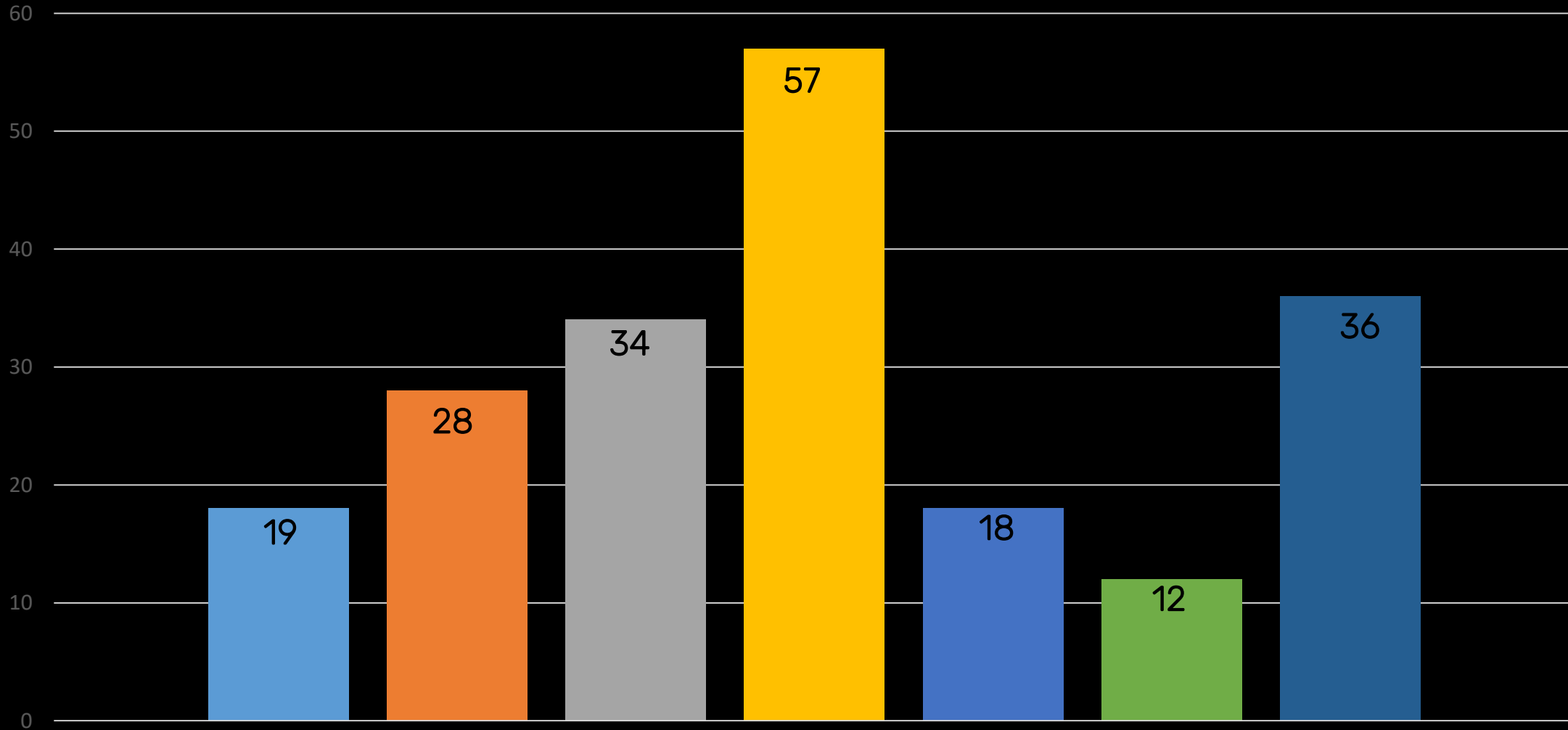
WISE 744

PLAYWELL



PLAYGROUND ETC.

Which Playground?



Playground Options

■ Kompan ■ Burke 1 ■ Burke 2 ■ Miracle ■ Wisdom ■ Playwell ■ Playground Etc.



Elements of Community Selected Park Improvements









**Turf
Surfacing**

**Fencing: Completely
Fenced**

Miracle

Playground features include:

Swings

- **Standard and ADA Glide Along**

Slides

- **2 Slides**

Ladders, Bridges, and Platforms

Climbers

Climbing ropes or walls

- **Climbing Wall**

Imaginative or sensory play elements

- **Music Panels**
- **Imaginary Play Panels**
- **Manipulative Play Panels**

Inclusive features

- **ADA Glide Along**
- **Ground panel activities**
- **Transfer Access**

Shade

- **Integrated Shade within tot lot area**
- **Integrated shade within 5-12 structure**
- **Shade over 1 existing bench**

Playground Cost: \$278,314; Original project budget - \$280,000

Options



Staff recommendation



Approve contract with We Build Fun / Miracle in the amount of \$278,314 for improvements at Cedar Ridge Park.



Deny

CUSTOMER INFORMATION

Customer: **City of Burleson**
 Contact: **Jessica Martinez** Recreation Manager
 Contact Info: **682-312-2765** **jmartinez@burlesontx.com**
 Project Name: **Cedar Ridge Park Option 2**
 Site Address: **716 Cumberland Dr, Burelson, TX 76028**
 End User: **City of Burleson**
 Ship To: **WBF YARD**

QUOTE

15-24008B	
Quote Date	Valid Until
1/26/2024	3/26/2024
Est. Delivery:	Est. Install
10-12 Weeks	5/1/2024

ITEM	DESCRIPTION	QTY	EACH	TOTAL
DEMO/SITE WORK	All demo and site work including: - Demo and disposal of existing playground, concrete borders and surfacing material - Excavate new 60' x 65' play area to 6" depth and dispose of 73 CY of spoils (retaining 8 CY for final grading) - Install up to 50' of 6" drain pipe with head w/ opening for drainage - Form and pour new 12" wide x 12" deep concrete play area curb with inside dimensions of 60' x 65' - Remove all forms and perform final grading and site cleanup - Excludes any irrigation disconnects/repair or new sod	1	\$35,360.00	\$35,360.00
MIRACLE	Miracle playground equipment design 61_45271576190	1	\$124,229.00	\$124,229.00
FREIGHT	Shipping of equipment listed above	1	\$4,422.00	\$4,422.00
DISCOUNT	Miracle equipment discount	1	-\$24,846.00	-\$24,846.00
INSTALL	Installation of equipment listed above	1	\$43,605.00	\$43,605.00
TURF	Deliver and install artificial turf surfacing system for approximately 3,800 square foot play area using Synlawn SYNTipede 321 artificial turf with Classic Pitch turf in trample zones and Envirofill antimicrobial sand infill. Includes bender board for perimeter nailer, 4 inches of base rock and padding for 8 foot fall height in the larger play area	1	\$69,912.00	\$69,912.00
USA SHADE	10'x10' Cantilever Bench Shade with 8' Entry Height	1	\$4,637.00	\$4,637.00
FREIGHT	Shipping of equipment listed above	1	\$650.00	\$650.00
ENGINEERING	Engineered Drawings, Electronic Stamped	1	\$845.00	\$845.00
INSTALL	Installation of Shade listed above	1	\$6,500.00	\$6,500.00
FENCE	Allowance for 5' tall wrought iron fence surrounding entire play area installed in concrete perimeter border with one (1) 4' walk gate and one (1) 8' Double Drive Gate	1	\$13,000.00	\$13,000.00

TAX EXEMPT Tax Exemption Certificate Provided

Final Prices Subject to State and Local Sales Tax and Use Tax Rate

TOTAL \$278,314.00

Make Payable to: **webuildfun, Inc PO Box 29, Allen, TX 75013**
 Payment Terms: **Net 30** with invoices issued as follows: Site Work upon Completion;
 Miracle, USA Shade, Freight and Engineering upon Delivery;
 Turf, Fence and all Installation Services upon Completion

Prices reflected on quote assumes all site work to be done by others unless noted above.

* All drainage within the playground border and away from the play area to be done by "other" unless noted above. * Price assumes border by "other" unless noted above.
 * No site restoration is included unless noted above. * Additionally, no bond or special insurance coverages are included unless noted above.



Approval Signature

January 26, 2024

Date

TBD

PO Number

Send completed quote and purchase order to: **paul@webuildfun.com**

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING

Price assumes all site work, drainage away from play area & border to be provided by "other" at no cost to webuildfun unless specified otherwise in the quote above. This includes site prep, grade work, drainage, construction fencing, concrete borders and site restoration. All additional services can be quoted upon request. webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation. In the event rock is encountered, additional charges may be assessed. It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line locate from Dig Toss, at the owner's request. webuildfun, Inc will make every reasonable effort to respect all marked utility lines, and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc will not be responsible for damage to unmarked utilities. Prices are guaranteed for 30 days from the date listed on quote.

CUSTOMER INFORMATION

Customer: **City of Burleson**
 Contact: **Jessica Martinez** Recreation Manager
 Contact Info: **682-312-2765** **jmartinez@burlesontx.com**
 Project Name: **Cedar Ridge Park Option 2**
 Site Address: **716 Cumberland Dr, Burelson, TX 76028**
 End User: **City of Burleson**
 Ship To: **WBF YARD**

Please provide the following information:

Project Name: **Cedar Ridge Park Option 2**

Est Project Start Date: _____ Bond Required _____
 Est Project Completion Date: _____ Contract Required _____

Add'l Details: _____

PROJECT DETAILS

SHIPPING INFO		INVOICE INFO	
Company		Company	
Street Address		Street Address	
City, State, Zip		City, State, Zip	
Contact:		Contact:	
Phone #		Phone #	
Email:		Email:	

Initial here to approve colors shown above

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING

CONSULTANT

Paul Funderburg (469) 799-1819

QUOTE

15-24008B

Quote Date	Valid Until
1/26/2024	3/26/2024
Est. Delivery:	Est. Install
10-12 Weeks	5/1/2024

Project Total

\$278,314.00

Purchase Order # _____

**City of Burleson
Addendum to Vendor's Contract
Additional Provisions**

webuildfun, Inc.

103 W McDermott Dr, Suite 300, Allen, TX 75013

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
17. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

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

City of Burleson, Texas:

webuildfun, Inc.

By: _____

By: Paul Funderburg

Name: _____

Name: Paul Funderburg

Title: _____

Title: Owner's Representative

Date: _____

Date: 02/01/2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

webbuildfun, Inc.
Allen, TX United States

Certificate Number:
2024-1116743

Date Filed:
01/26/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

15-24008B
Playground Site Work, Equipment, Surfacing and Installation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is PAUL FUNDERBURG, and my date of birth is 01-29-1989

My address is 103 W. McDERMOTT #300, ALLEN, TX, 75013, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cookin County, State of TEXAS, on the 26th day of JANUARY, 20 24.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Errick Thompson, P.E., CFM®, Director
MEETING: February 20, 2024

SUBJECT:

Receive a report, hold a discussion, and provide staff feedback regarding an update on the City Sidewalk Program. (*Staff Presenter: Errick Thompson, Director of Public Works & Engineering*)

SUMMARY:

On May 1, 2023, City Council passed a resolution supporting an application submission to the Texas Department of Transportation (TxDOT) for federal grant funding to complete the city's 10-mile loop bicycle and trail route. Staff submitted the application on June 5, 2023. The project was estimated to cost approximately \$16 million in total, City contributing a 20% (\$3.2 million) match. Consistent with the council resolution, all available Sidewalk Program and sidewalk project funding in the 2022 G.O. Bond Program would be accelerated into FY24 in the 5-year CIP and combined to form the City's match. In October 2023, staff received notification that the 10-Mile Loop Completion project was not selected by TxDOT for funding.

Staff reviewed the list of projects from the grant application supporting completion of the 10-mile loop to select smaller projects for feedback from the Infrastructure & Development (I&D) Committee at its January 10, 2024, meeting. The committee recommended the Renfro Street Pedestrian Improvements project, Vaughn Drive Sidewalk project (revised to one side of the street rather than both), and Pleasant Manor Sidewalk project. The committee also supported keeping all 2022 GO Bond Sidewalk Program funding in the current fiscal year to accomplish the three priority projects, as available funding allows. Staff now seeks Council's feedback.

Funding for the Elk Drive, Hillside Drive, & FM 731 Intersection & Sidewalk Improvements project was also accelerated from FY25 and FY26 to FY24 as part of the grant match funding strategy. Staff anticipate reverting the project back to original funding plan (FY25 and FY26). Since a Local On-System Agreement (LOSA) with TxDOT will be required for the improvements within TxDOT Right-of-Way at the SH174 & Elk Drive and FM731 & Hillside Drive intersections, staff is seeking feedback from Council on whether to revert back to the original funding plan and schedule for this project.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

05/01/2023 – Council adopted a resolution supporting the City's application to the Texas Department of Transportation 2023 Transportation Alternatives Grant program

01/10/2024 – Infrastructure & Development Committee supported leaving the funding in the current fiscal year and prioritized projects for implementation

REFERENCE:

CSO5097-05-2023 – Resolution supporting the City's application to the TXDOT 2023 TA Call for Projects

STAFF CONTACT:

Erick Thompson
Director of Public Works & Engineering
ethompson@burlesontx.com
817-426-9610

Sidewalk Program Update

City Council

February 20, 2023

Overview

- 2022 GO Bond Program Funding & 2023 TxDOT Transportation Alternatives Grant
- Project Options
- Infrastructure & Development Committee Recommendations
- Hillside Dr., Elk Dr., & FM 731 Intersection & Pedestrian Improvements
- Council Feedback

Sidewalk Program

Bond Program includes a total of \$1,266,946 that was originally planned to be distributed over several years - \$110,320 from previous bonds is also available

Original 2022 GO Bond					
FY22	FY23	FY24	FY25	FY26	FY27
\$50,000	\$446,946	\$200,000	\$200,000	\$200,000	\$170,000

As included in adopted FY24 Budget

Project	Previous	2023	2024	2025	2026	2027	2028	Total
GO Bond Projects								
SIDEWALK PROGRAM	\$ 50,000		\$ 1,216,946					\$ 1,266,946

Remaining sidewalk program funding:
\$1,377,266

Available construction funding after design,
project management, material testing, etc.
\$935,000

TxDOT Transportation Alternatives Grant

- TxDOT released a Call for Projects December 2022
- City Council adopted resolution supporting the City's application May 2023 – (Total project estimated to cost \$16m, with City contributing \$3.2m by leveraging all available existing sidewalk related project funds from voter-approved 2022 GO Bond election)
- 5-year Capital Improvement Program plan updated June 2023 to advance funding into FY24 in order to meet the 20% (\$3.2m) match anticipating a successful application
- TxDOT announced grant awards October 2023 - Burleson application was not selected



Target Project
City Contribution

\$16 Million
20% Match (\$3.2M)

Preliminary Application Due
Notification of Eligibility
Detailed Application Due
Final Selection

January 2023
March 2023
June 2023
October 2023

Sidewalk Program was paused pending grant decision - staff now seeks Council feedback on how to proceed with available funding including project priorities

Sidewalk Program Options & 10 Mile Loop

- Option 1 - Renfro St. Pedestrian Improvements (approximately 60% of Segment O) estimated construction cost: \$650,000 (also has TIF funding of \$192,497 available)
- Option 2 - Vaughn Dr. Sidewalk (Segment G) estimated construction cost: \$275,000
- Option 3 - Pleasant Manor Sidewalk, estimated construction cost: \$100,000
- Option 4 - Cindy Ln Sidewalk (approximately 50% of Segment H) estimated construction cost: \$493,693)



Options 1 – 3 address segments identified as Short-Term Pedestrian project priorities in the recently adopted Mobility Plan

Sidewalk Program Option 1 - Renfro St. Pedestrian Improvements

- North side of Renfro St. (approximately 60% of Segment O)
- This option extends TIF-funded Renfro-Johnson Pedestrian Improvements project (Johnson to Wilson, \$192,497)
- 5' wide sidewalk down the north side of Renfro St (SH174 to Wilson St.), with pedestrian crossing signals at Johnson Ave.

Estimated Construction Cost:

\$650,000 (\$457,503 from Sidewalk Program + \$192,497 TIF)

Approximately 2,100' of 5' sidewalk and three new pedestrian crossing signals

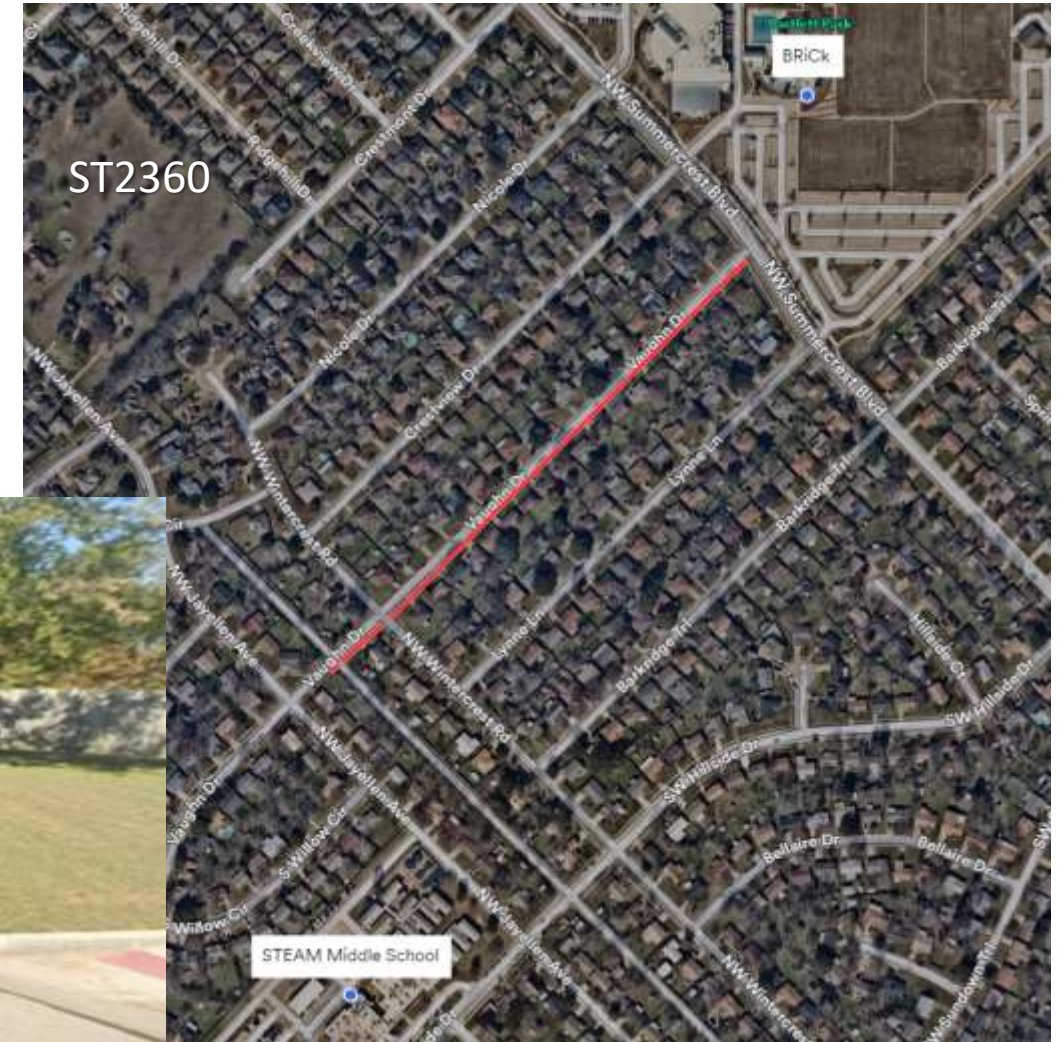


Sidewalk Program Option 2 - Vaughn Drive

- From McNairn Rd to Summercrest Blvd (Segment G)
- Along both sides of Vaughn Dr (near BRiCk), connecting existing sidewalks

Estimated Construction Cost: \$550,000

Approximately 3,200' of 5' wide sidewalk



Sidewalk Program Option 3 – Pleasant Manor

- Connecting Heritage Village trail pedestrian bridge to sidewalk along Lynnewood Ave.
- Summer 2024 completion possible with in-house engineering and on-call concrete contract for construction
- Project was also presented to and supported by the Community & Intergovernmental Relations Committee January 10, 2024

Estimated Construction Cost: \$100,000

Approximately 500' of 6' wide sidewalk

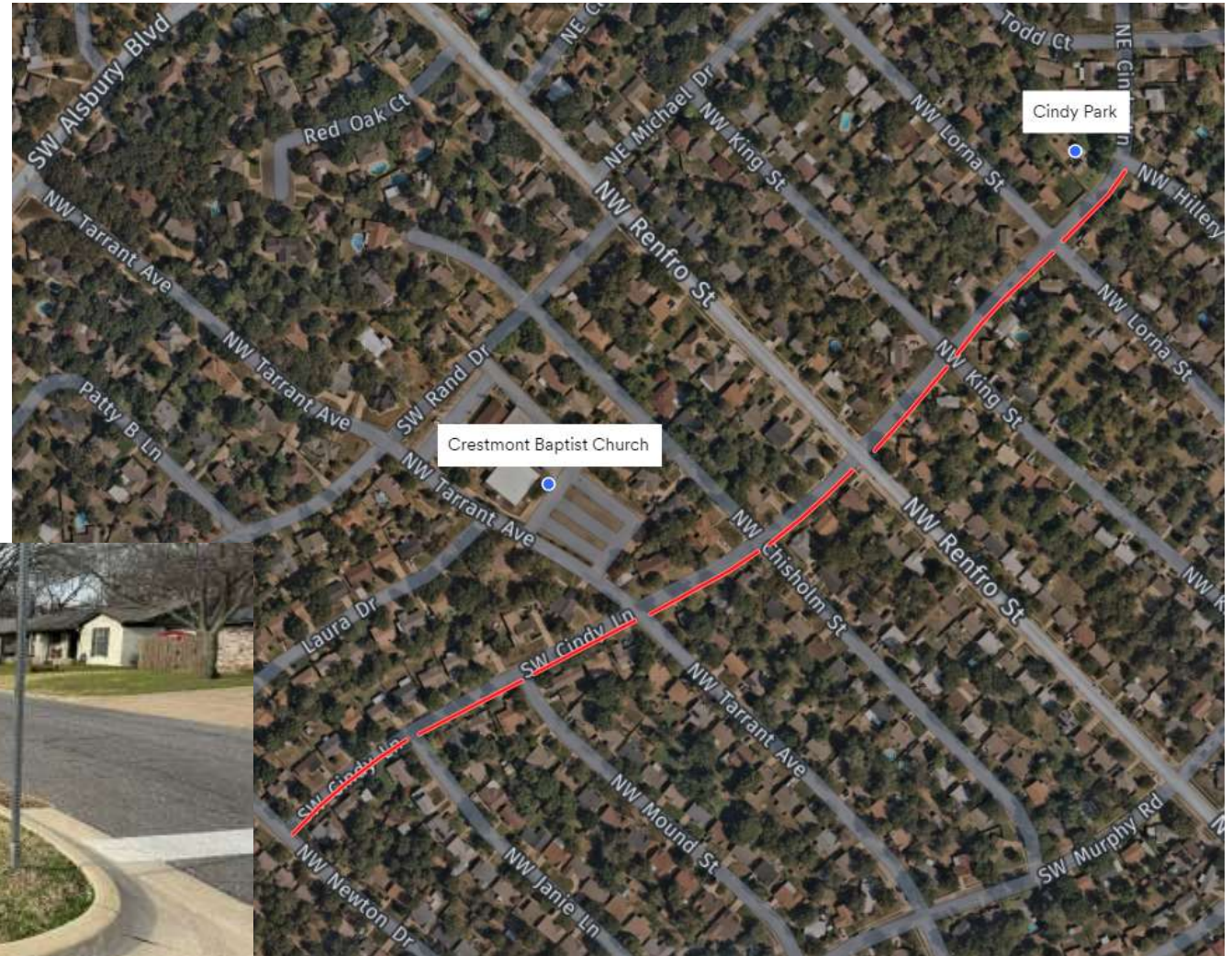


Sidewalk Program Option 4 - Cindy Ln

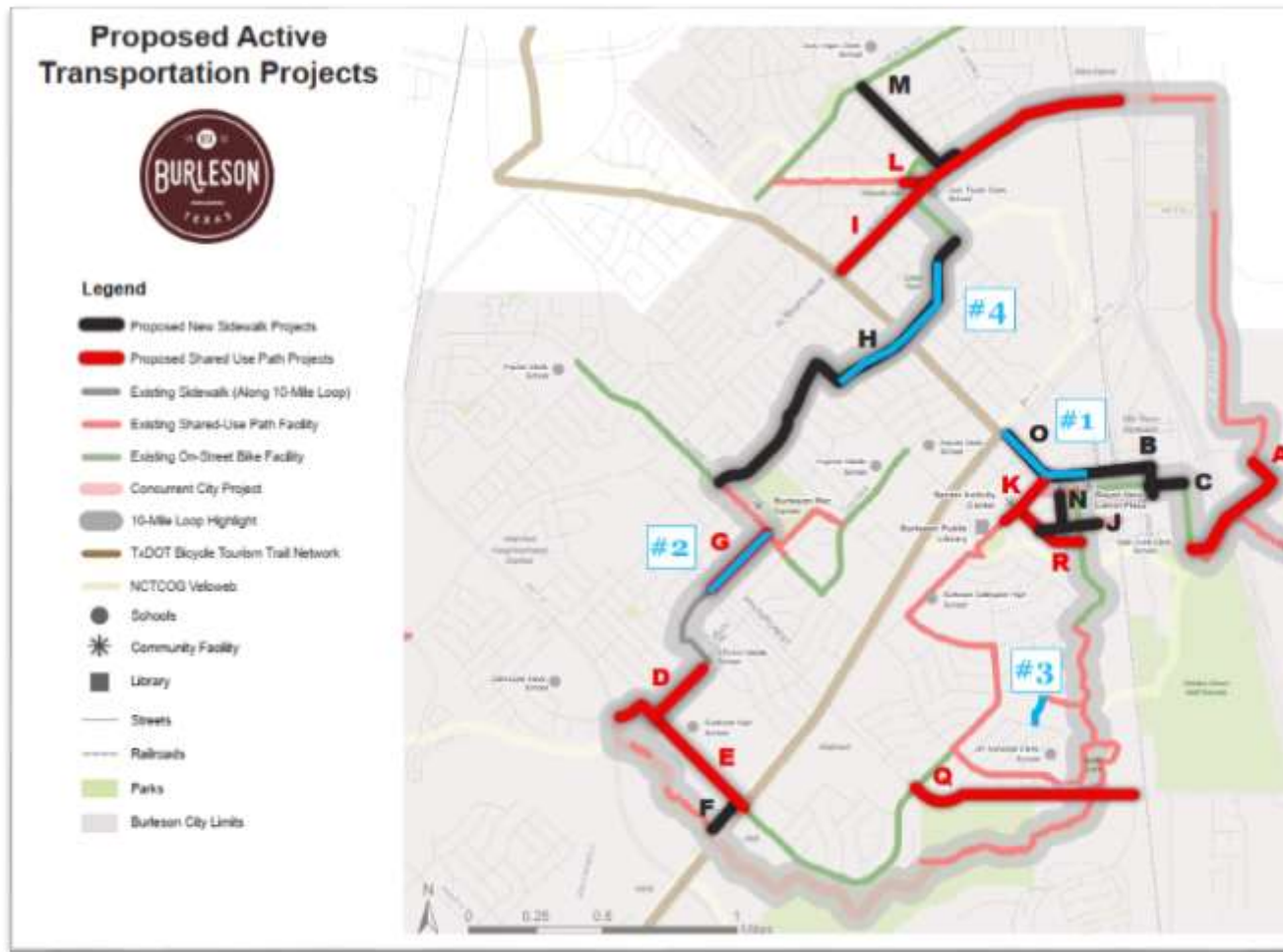
- Summercrest Blvd to Douglas St
(approximately half of Segment H)
- Along the south side of Cindy Ln from Newton Dr to Hillery St

Estimated Construction Cost: \$493,693

Approximately 2,300' of 5' wide sidewalk



Infrastructure & Development Committee Priorities



Remaining sidewalk program funding:

\$1,377,266

Available construction funding after design, project management, material testing, etc.

\$935,000

Priorities	Length / Width	Estimated Construction Cost
#1 Renfro St. Ped. Improvements	2,100 LF / 5'	\$457,503 (plus \$192,497 TIF funding)
#2 Vaughn Dr.	1,600 LF / 5' * (3,200 LF / 5')	\$275,000 * (\$550,000)
#3 Pleasant Manor	500 LF / 6'	\$100,000
#4 Cindy Ln.	2,300 LF / 5'	\$493,693

** Top three Infrastructure & Development Committee priorities (including revising Vaughn Dr. to one side of the street rather than both) have total estimated construction cost of \$832,503 in Sidewalk Program funding – leaves \$102,497 for program contingency (minor utility adjustments, other minor issues presented during survey/design)*

Elk Dr., Hillside Dr., & FM 731- Intersection & Sidewalk Improvements

(Included in 2022 GO Bond Program as stand-alone project, not as part of the Sidewalk Program)



Original funding plan: FY25 (\$200,00 design) & FY26 (\$836,509 construction)

June 2023: CIP update brought this project's sidewalk funding forward to FY24 as part of potential TxDOT grant match

February 2024: Anticipate reverting back to original funding plan, seeking Council feedback

Anticipate TxDOT requiring a Local On-System Agreement (LOSA) for improvement proposed within their Right-of-Way (Wilshire and John Jones intersections)

Council Feedback Sought on Three Components

Components	Infrastructure & Development Committee Feedback
Distribution of Funding: revert to original funding plan or leave 2022 GO Bond Program funding for Sidewalk Program in the current fiscal year?	Keep all funding in current fiscal year
Sidewalk Program Project Priorities?	#1 Renfro St. Pedestrian Improvements #2 Vaughn Dr. Sidewalk (one side of street) #3 Pleasant Manor
Elk / Hillside / FM 731 Intersection & Sidewalk Improvements Project: revert to original funding plan (FY25 funding for design) or leave design funding in FY24?	N/A

Errick Thompson, P.E., CFM®
Director of Public Works & Engineering
ethompson@burlesontx.com
817-426-9610

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Errick Thompson, P.E., CFM®, Director
MEETING: February 20, 2024

SUBJECT:

Receive a report, hold a discussion and provide staff feedback regarding the Wayside Horn project planned for the Union Pacific Railroad (UPRR) crossing of CR 714. *(Staff Presenter: Errick Thompson, Director of Public Works & Engineering)*

SUMMARY:

Spring 2016, the City incorporated the Railroad Quiet Zones - Old Town project into the 2016-2020 CIP program. This project would establish Quiet Zones to obtain relief from the routine sounding of train horns by meeting specific requirements at each crossing. Initially the project was set up for the four UPRR (Union Pacific Railroad) crossings in Old Town: Commerce, Renfro, Ellison, and Eldred.

The UPRR/CR 714 crossing was added to the design contract in 2016 as one of five quiet zones to be implemented in/around Old Town. In 2018, the total construction estimate for the City's work as well as UPRR estimates at the CR 714 crossing totaled an estimate of \$700,000 (\$900k today with inflation), exceeding the available budget. The remaining four locations (Commerce, Renfro, Ellison, and Eldred) continued through with UPRR agreements and the construction bidding process, with construction completing in the winter of 2020.

The installation of wayside horns was recommended as an alternative method to eliminate train horns. Wayside horns are directional speakers that focus a simulated train horn sound directly down adjacent streets and take the place of train-mounted horns that typically are sounded for up to a half mile from a rail crossing.

The design is complete and has been reviewed by UPRR. UPRR has determined that modifications to their crossing infrastructure will be required at an estimated cost of \$345,881. The City of Burleson will be responsible for this cost.

The below table combines all estimated construction costs to complete the Wayside Horn at CR 714.

<u>Project Component</u>	<u>Component Estimate</u>
UPRR Estimated Construction Cost	\$345,881
City's Construction Contract (roadway & wayside horn)	\$112,470
Construction Contingency (10%)	\$45,835
Testing, railroad required insurance, railroad flaggers, construction project management	\$45,835
Total Construction Estimate	\$550,021

Existing funding within the project is \$334,713 of previously issued street bonds. In order to complete the project an additional \$215,308 is needed.

RECOMMENDATION:

PRIOR ACTION/INPUT (Council, Boards, Citizens):

09/17/2021- Council received a report, held a discussion, and gave direction regarding a Wayside Horn on County Road 714. (item 9.A)

03/18/2019- Council approved a bid award and a construction contract for the Old Town Quiet Zones Project (4 locations) with The Fain Group, Inc., in the amount of \$424,219. (item 5.C)

02/04/2019- City Council approved an agreement with UPRR for Public AT-Grade Crossings for Old Town Quiet Zones (four) with a total cost of \$541,893 and ongoing annual maintenance costs of \$22,460. (item 4.A)

05/16/2016- City Council approved a Supplemental Appropriation Ordinance and Engineering Services Contract for the design and permitting of UPRR Quiet Zones at five (5) Locations with TranSystems Corporation, in an amount not to exceed \$254,000. (item 4.A)

REFERENCE:

CSO #1007-03-2019 – Bid Award and Construction Contract for Old Town Quiet Zones (four locations) - The Fain Group, Inc.

CSO #984-02-2019 – Agreement with UPRR for Public AT-Grade Crossings for Old Town Quiet Zones (four locations)

CSO #430-05-2016 – Engineering Services Contract- TranSystems

FISCAL IMPACT:

TBD

STAFF CONTACT:

Errick Thompson
Director of Public Works & Engineering
ethompson@burlesontx.com
817-426-9610

CR 714 Wayside Horn Project Update

City Council
February 20, 2023
Public Works & Engineering



Background

- Federal Railroad Administration (FRA) statistics for 2022 indicate there were 2,202 collisions across the U.S. including 269 crossing fatalities and 827 crossing injuries
- Texas had more collisions than any other state as illustrated by FRA data on the right
- Train horns are a primary component of broader at-grade crossing risk mitigation
- Railway safety regulations (“the Train Horn Rule”) require locomotive engineers to sound horns starting approximately one-quarter mile before each at-grade crossing

RANK	STATE	COLLISIONS	DEATHS	INJURIES
1.	Texas	241	31	82
2.	California	172	40	38
3.	Illinois	148	25	46
4.	Florida	117	19	50
5.	Indiana	101	20	27
6.	Georgia	99	2	24
7.	Louisiana	93	4	47
8.	Alabama	88	8	38
9.	Ohio	68	4	13
10.	North Carolina	59	6	14

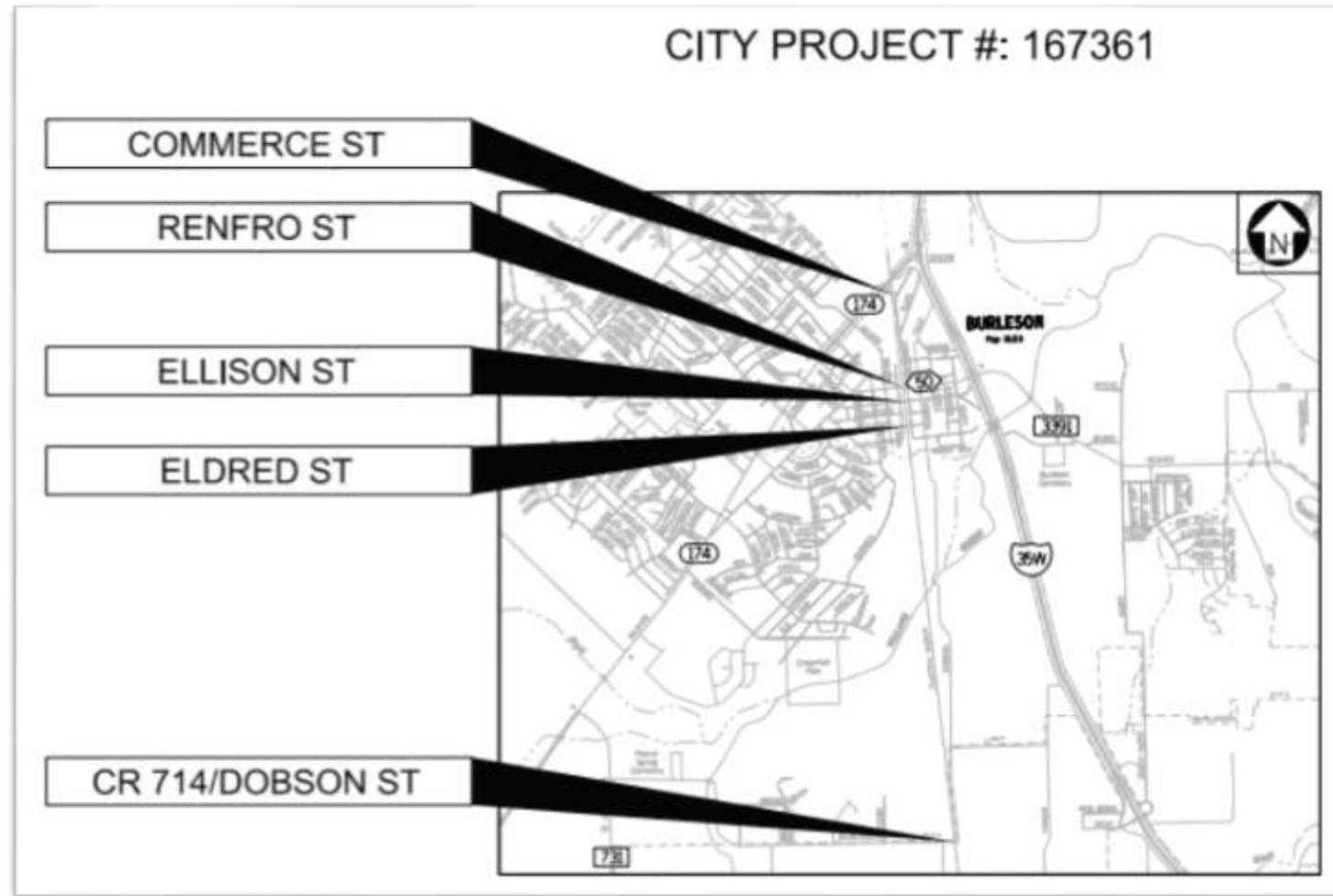
Background

- Union Pacific Railroad (UPRR) tracks run north/south through Burleson roughly parallel to IH-35W with four (4) at-grade crossings locations in Old Town (Commerce, Renfro, Ellison, and Eldred) and another at CR 714
- On average, 26 trains use the UPRR tracks through Burleson daily
- Train Horn Rule allows communities to establish “Quiet Zones” for relief from the routine sounding of train horns by meeting specific requirements at each crossing to mitigate risk

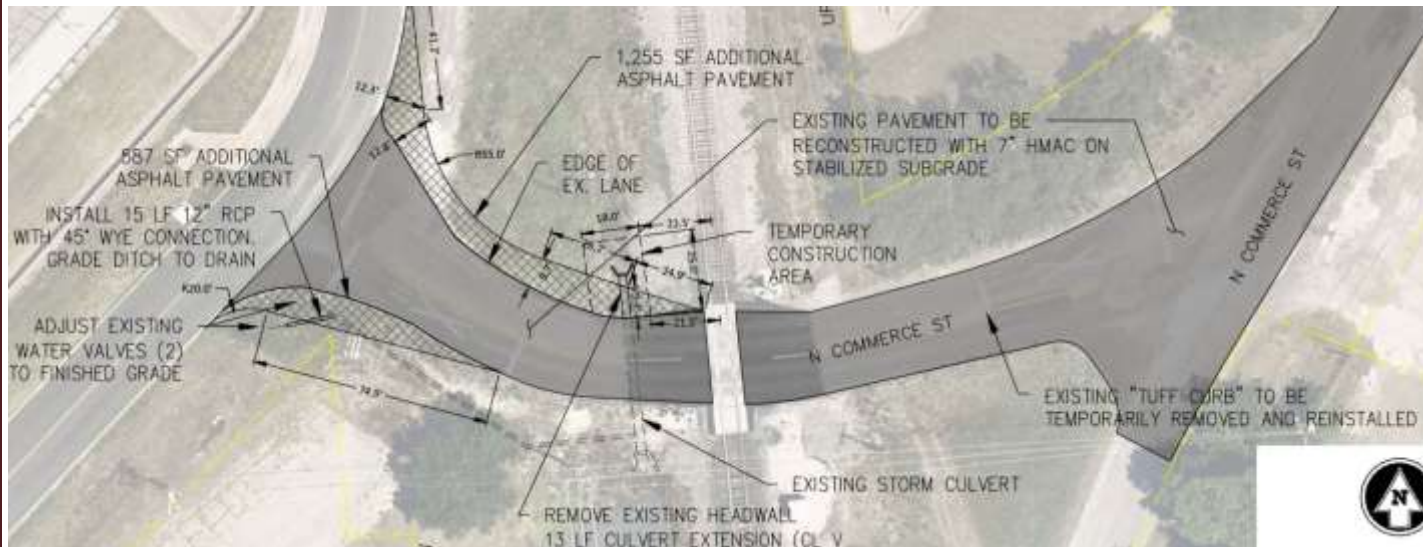
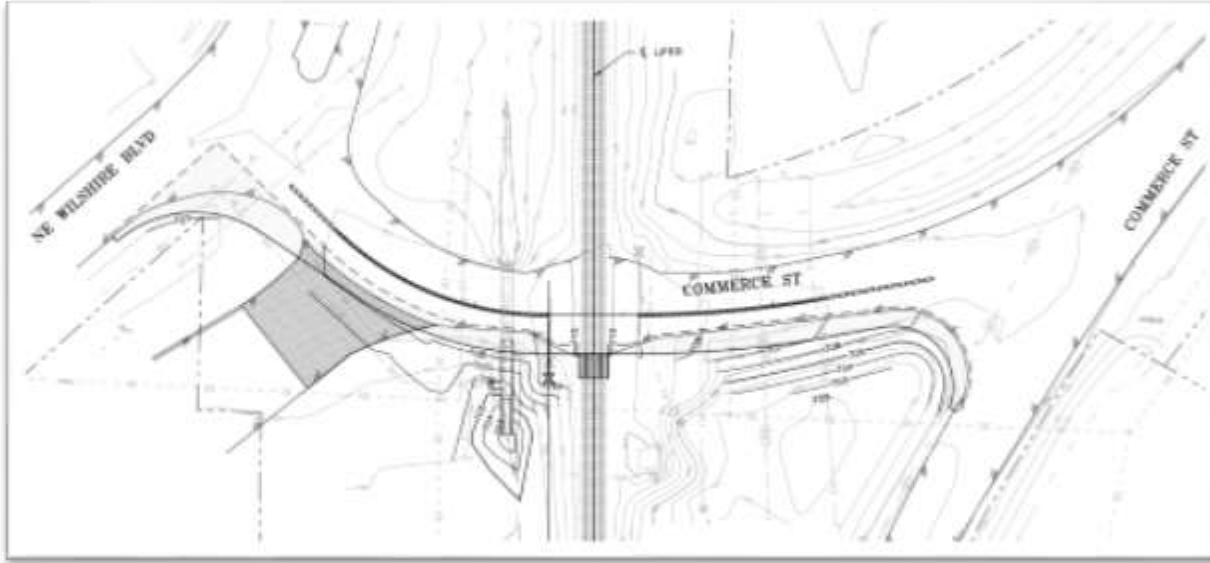


Background - Burleson Quiet Zones

- Summer 2016: City Council approved a contract with TranSystems Corporation for design and permitting of quiet zones
- Fall 2018: Construction plans completed and submitted to UPRR for them to design and provide cost estimates for corresponding railroad infrastructure modifications required

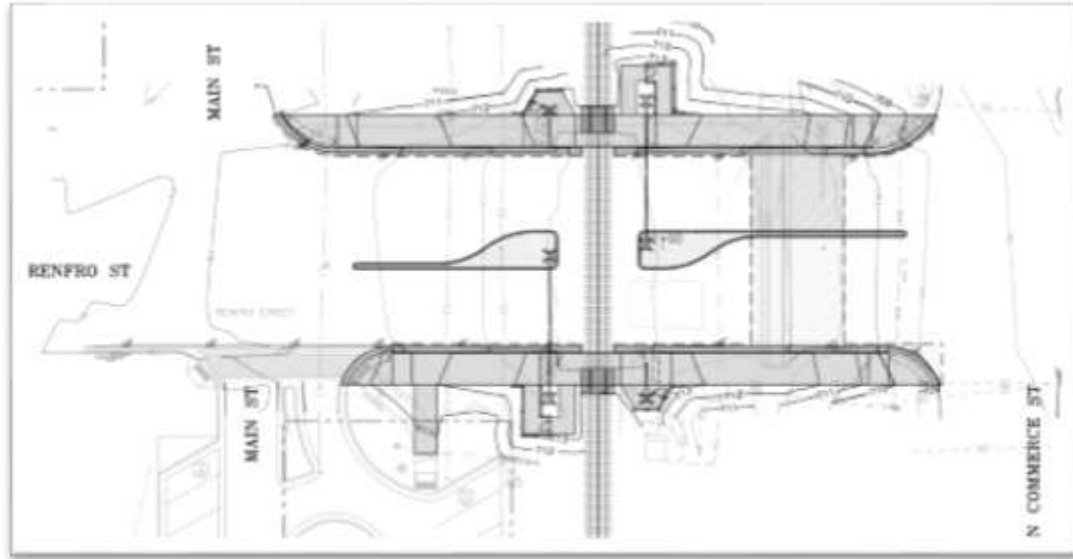


Commerce Quiet Zone – Completed Fall 2019

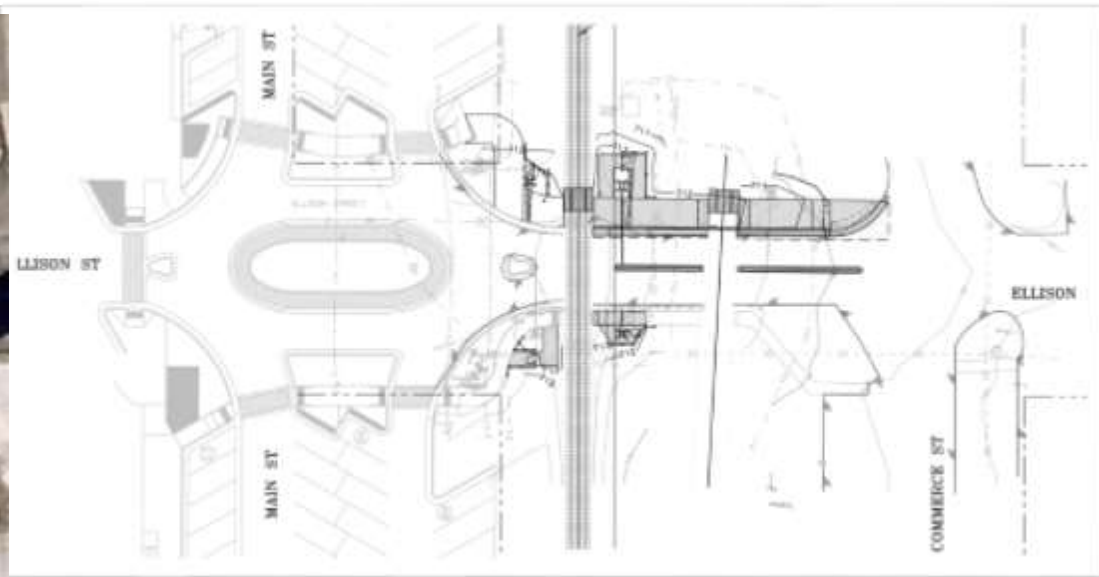


- Crossing to be revised as part of an ongoing Neighborhood Street Rehabilitation project
- Revisions include widening the pavement on each side of the tracks to facilitate large truck and trailer traffic
- UPRR revising crossing agreement that will come back to City Council for approval

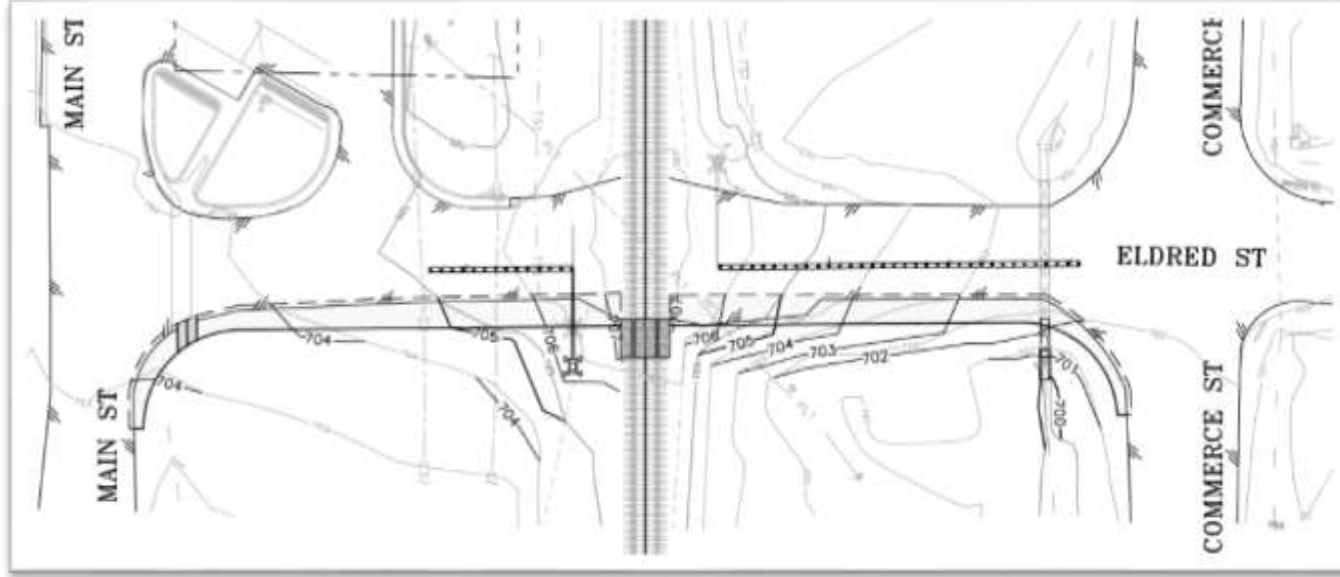
Renfro Quiet Zone – Completed Fall 2020



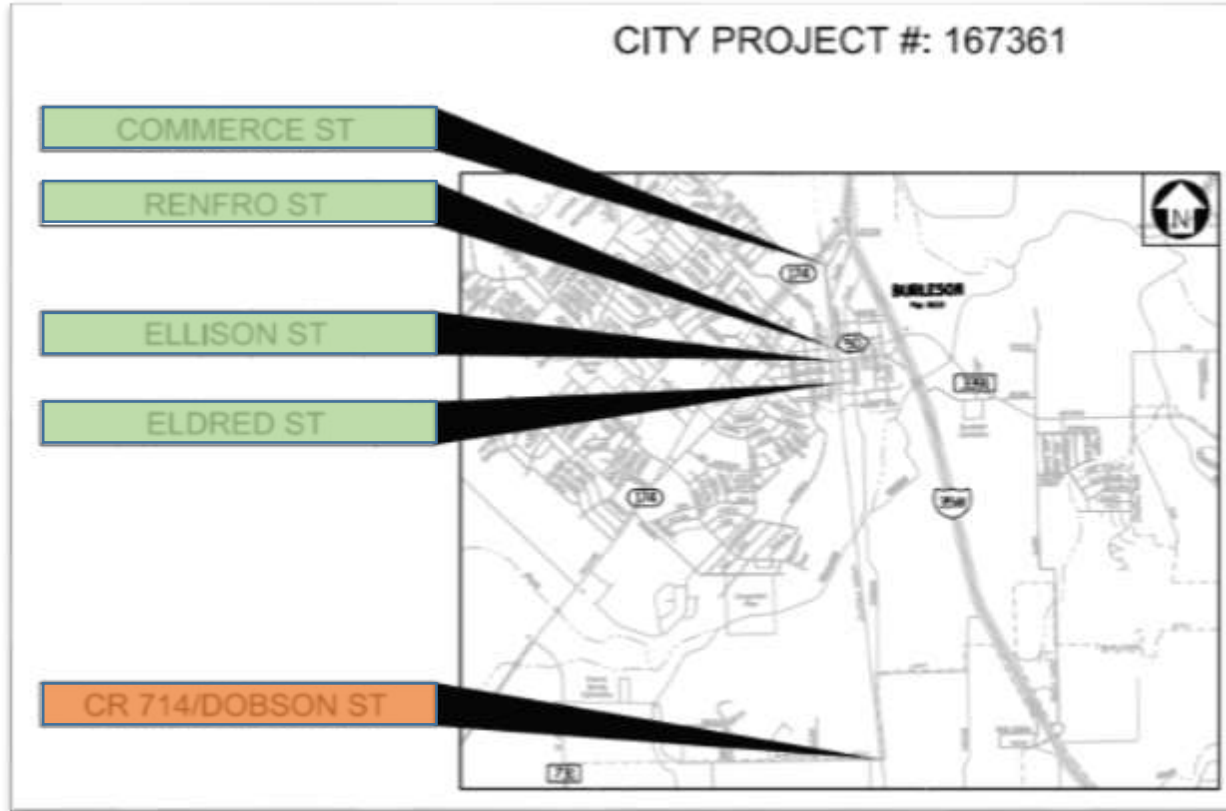
Ellison Quiet Zone – Completed Winter 2020



Eldred Quiet Zone - Completed Fall 2019



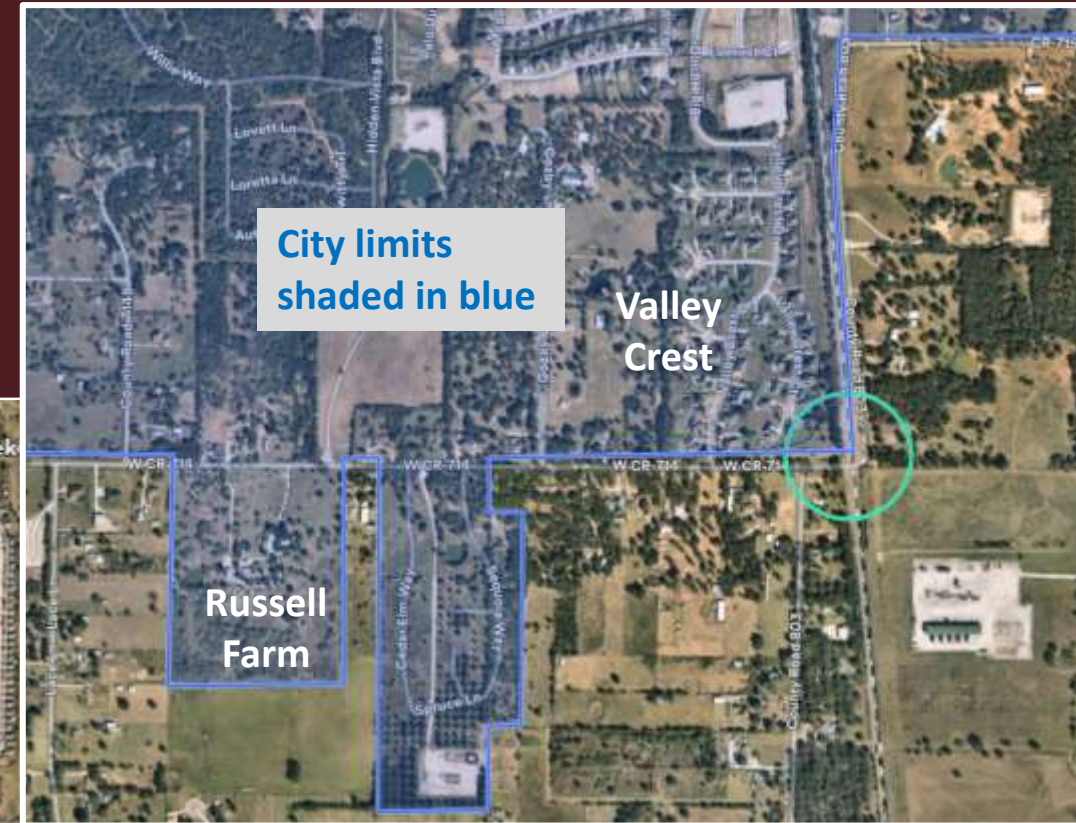
Quiet Zones Summary



Design	UPRR Improvements	Construction	Total Quiet Zone Expenditures
\$238,940 (Including CR 714 Quiet Zone)	\$404,645	\$506,197	\$1,149,782 (spent 2016-2020)

Background - CR 714 & S. Dobson

CR 714 on both sides of UPRR crossing is maintained by Johnson County



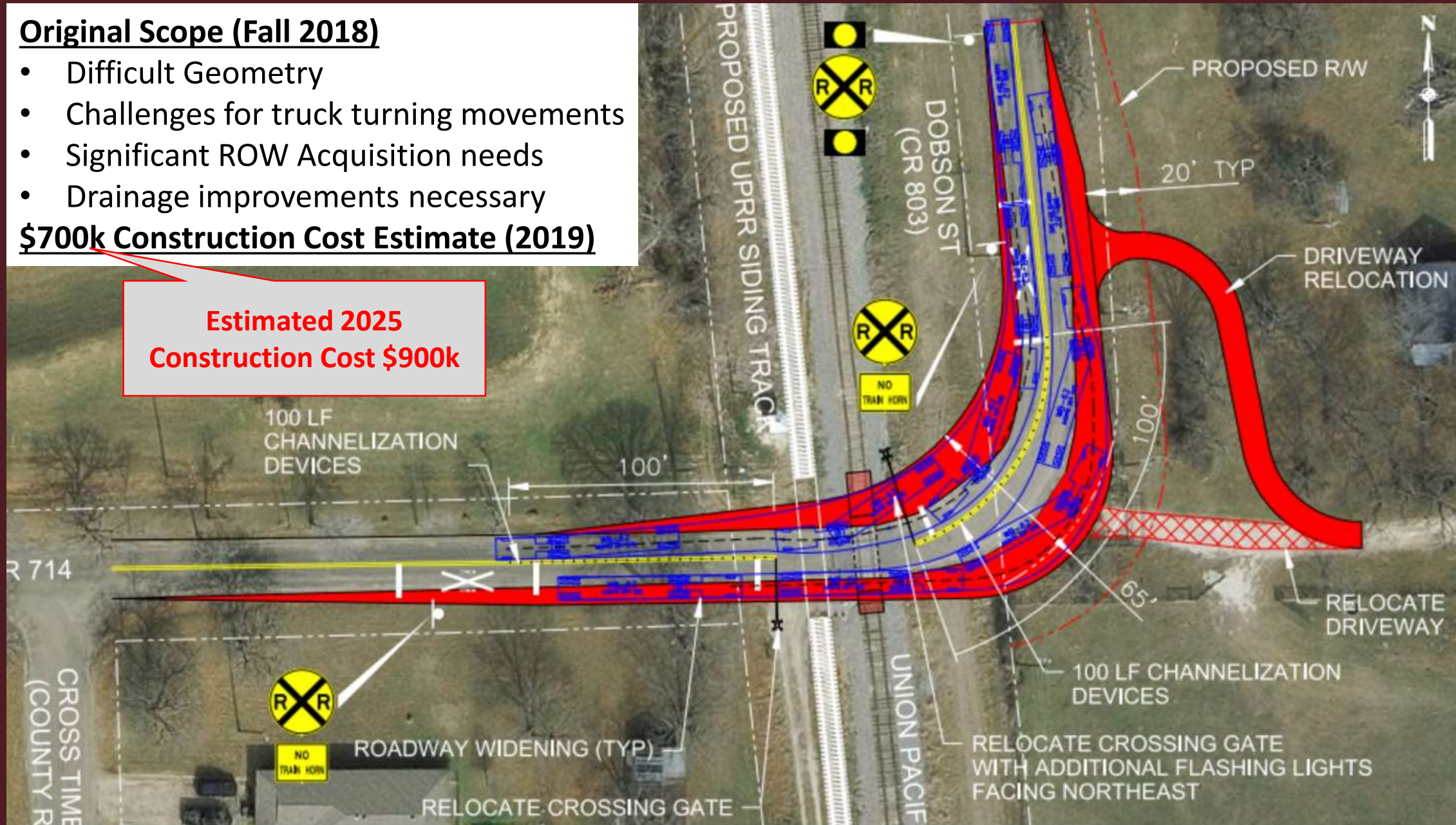
CR 714 Quiet Zone Design

Original Scope (Fall 2018)

- Difficult Geometry
- Challenges for truck turning movements
- Significant ROW Acquisition needs
- Drainage improvements necessary

\$700k Construction Cost Estimate (2019)

**Estimated 2025
Construction Cost \$900k**



CR 714 Quiet Zone to Wayside Horn

- TruHorizon contracted Spring 2021 to conduct noise study of potential alternatives for this crossing
- Summer 2021 – Residents agreed that the wayside horn was much quieter and preferred over the train horn; however, their original expectation was for a quiet zone (no horns)
- Fall 2021 - Staff presented wayside horn option with estimated construction cost of \$250k to City Council; direction to move forward

Title 49 of the Code of Federal Regulations (49 CFR) provides requirements for directional audible warning at highway-rail grade crossings equipped with active traffic control devices consisting of, at a minimum, flashing lights and gates



Wayside horns are stationary horns mounted on poles at active railroad crossings to provide audible warnings directed toward the roadway, alerting motorists, pedestrians, and bicyclists of approaching train

Background - Measurement of Sound

**Train horns are blown in all directions
approximately ¼ mile away both north and
south of crossing**

(moving sound source of approximately 106 dB)



**Wayside horns direct consistent audible
warnings toward the roadway**

(stationary sound source of approximately 90-95
dB within 100 ft. of the horn and less than 80 dB
at a distance of 500 ft. away from the horns)



140 dB		Jet Take-Off
125 dB		Firecrackers
110 dB		Rock Group
95 dB		Noisy Workplace
80 dB		Street Traffic
65 dB		Business Office
60 dB		Conversational Speech
40 dB		Living Room
35 dB		Library
20 dB		Bedroom
15 dB		Woods
10 dB		Breathing
0 dB		Weakest Sound

Train / Wayside Horn Noise Study – CR 714 Crossing

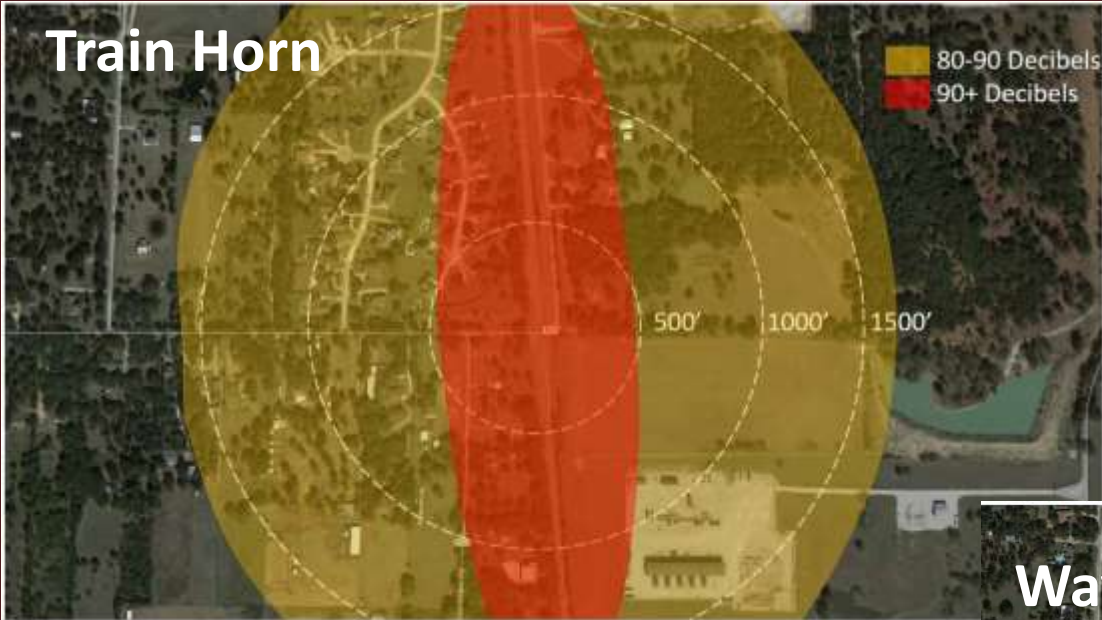


Figure 1 – Approximate Sound Levels with Train Horn

110 dB		Rock Group
95 dB		Noisy Workplace



Figure 2 – Approximate Sound Levels with Wayside Horn (No Train Horn)

CR 714 Wayside Horn

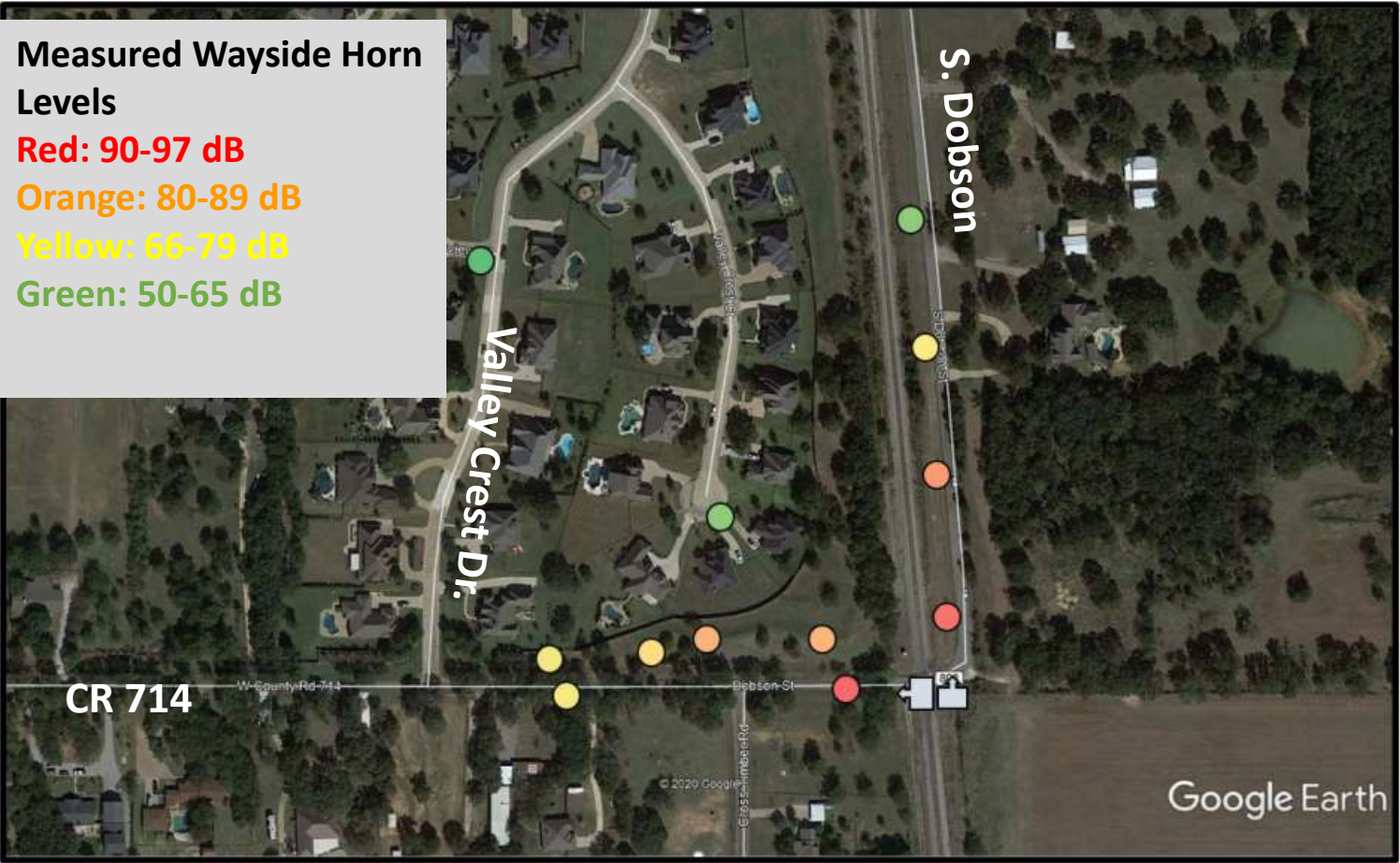


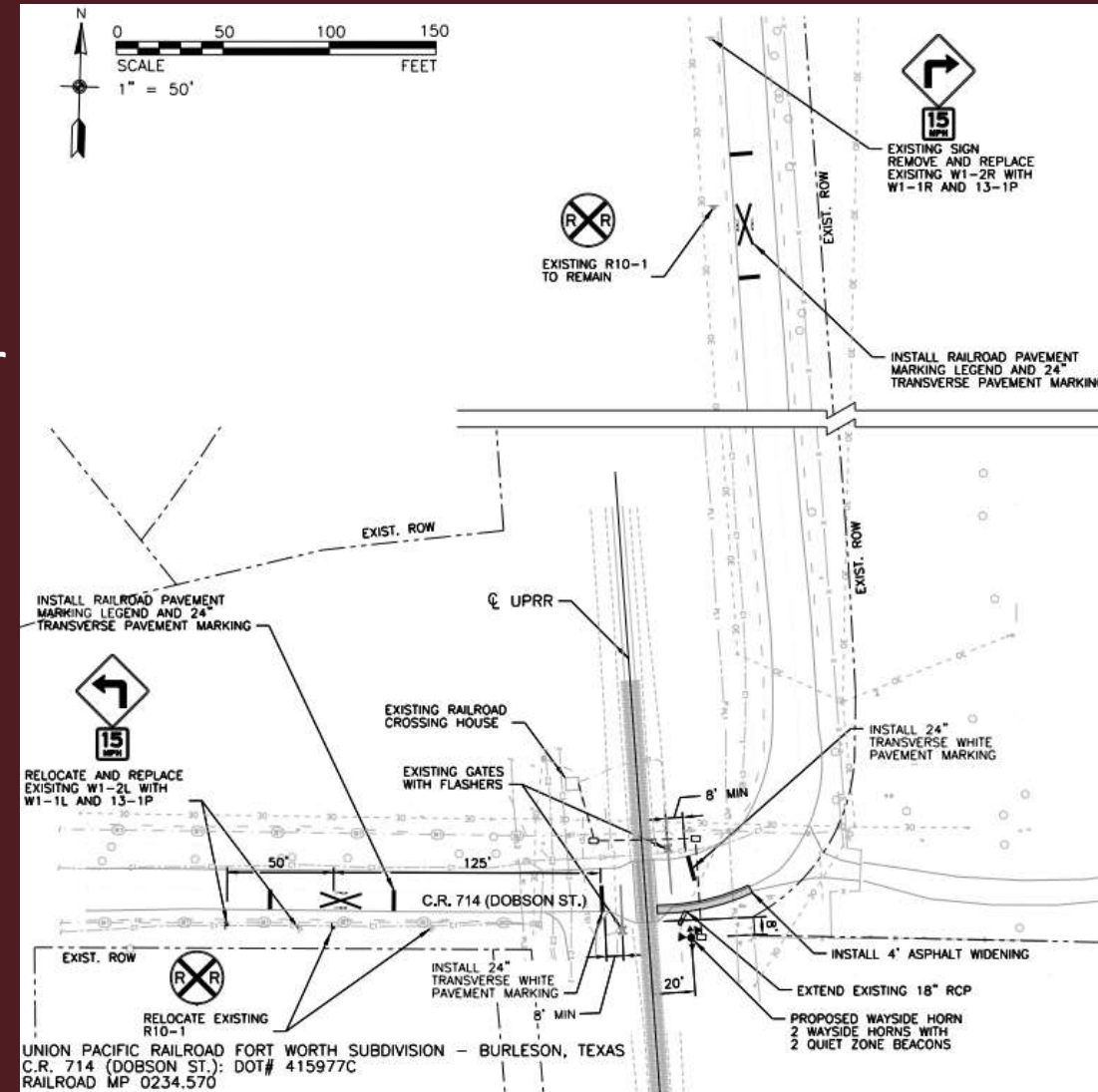
Figure 4. Color coded representation of measured level near Dobson Street wayside horn.

Wayside horn system was shown to provide a significant reduction in noise level compared to traditional train horns

95 dB		Noisy Workplace
80 dB		Street Traffic
65 dB		Business Office
60 dB		Conversational Speech

CR 714 Wayside Horn

- Spring 2022 - City entered into contract with TranSystems to design CR 714 Wayside Horn (\$36,969)
- December 2022 - 100% plans submitted to UPRR for their review and for them to provide cost estimate for corresponding railroad infrastructure improvements required (City's estimated construction costs for roadway and wayside horn work to be approximately \$150k excluding UPRR improvements)

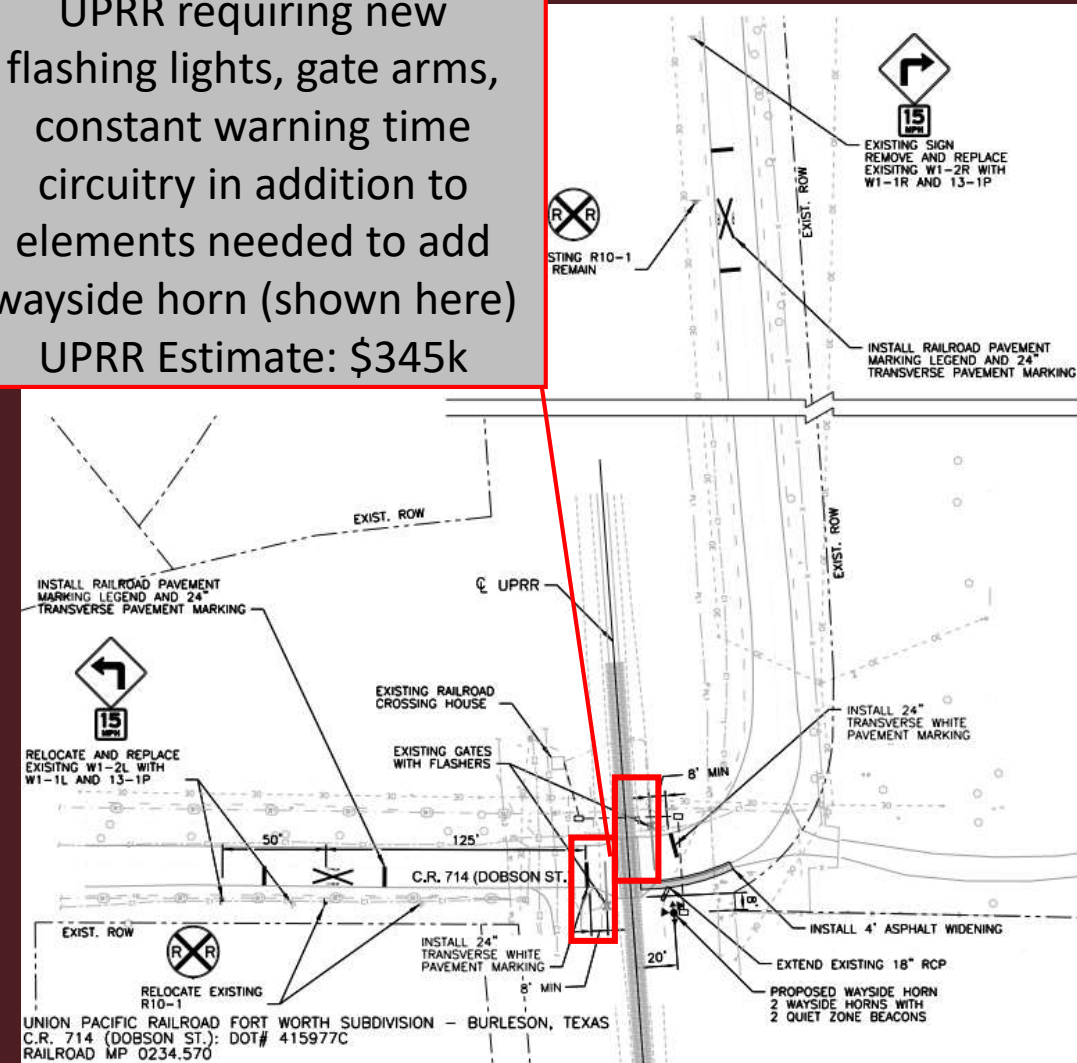


Background- CR 714 (Wayside Horn)

- January 2023 - Benesch (local UPRR design consultant) provided initial comments that were addressed and resubmitted back to UPRR (expected 4 – 6 month review timeline)
- August 2023 - City staff received UPRR estimate of \$345k for infrastructure modifications required for integration of the wayside horn system into their track controls
- December 2023 – UPRR confirmation that the City would be responsible for the full cost estimate

Total	Roadway/	UPRR
Construction Cost	Wayside Horn	Improvements
(\$458,351)	(\$112,470)	(\$345,881)

UPRR requiring new flashing lights, gate arms, constant warning time circuitry in addition to elements needed to add wayside horn (shown here)
UPRR Estimate: \$345k



CR 714 Wayside Horn - Moving Forward

Funds needed to complete project

- UPRR Estimated Construction Cost \$345,881
- City's Construction Contract (roadway & wayside horn) \$112,470
- 10% Construction Contingency \$45,835
- 10% Testing, RR Insurance, Flaggers, Construction Project Management \$45,835

Total \$550,021

Existing funding

\$334,713

(Previous Street Bonds)

Additional funding needed

\$215,308

(Source: TBD)

Next Steps

February
2024

- Request UPRR Crossing Agreement & coordinate legal review
- Hold project update meeting with Johnson County

April
2024

- Council consideration of UPRR agreement (\$345k) and appropriation of additional funding
- Construction procurement for roadway & wayside horn

June
2024

- Council consideration of construction contract award
- Start construction

January
2025

- Complete construction
- Train horns replaced by wayside horns

Errick Thompson, P.E., CFM®
Director of Public Works & Engineering
ethompson@burlesontx.com
817-426-9610

City Council Regular Meeting

DEPARTMENT: Police
FROM: Billy J. Cordell, Chief of Police
MEETING: February 20, 2024

SUBJECT:

Receive a report, hold a discussion, and provide staff feedback regarding Police Reporting Areas (PRAs) and patrol beat realignment for the Burleson Police Department (*Staff Contact: Billy J. Cordell, Chief of Police*)

SUMMARY:

Staff will present on Police Reporting Areas (PRAs) and the upcoming realignment of patrol beats for the Burleson Police Department.

RECOMMENDATION:

N/A

PRIOR ACTION/INPUT (Council, Boards, Citizens):

Presented to Public Safety Committee on February 7, 2024

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Billy J. Cordell
Chief of Police
bcordell@burlesontx.com
817-426-9912



Public Safety Committee Burleson Police Department

Beat Realignment

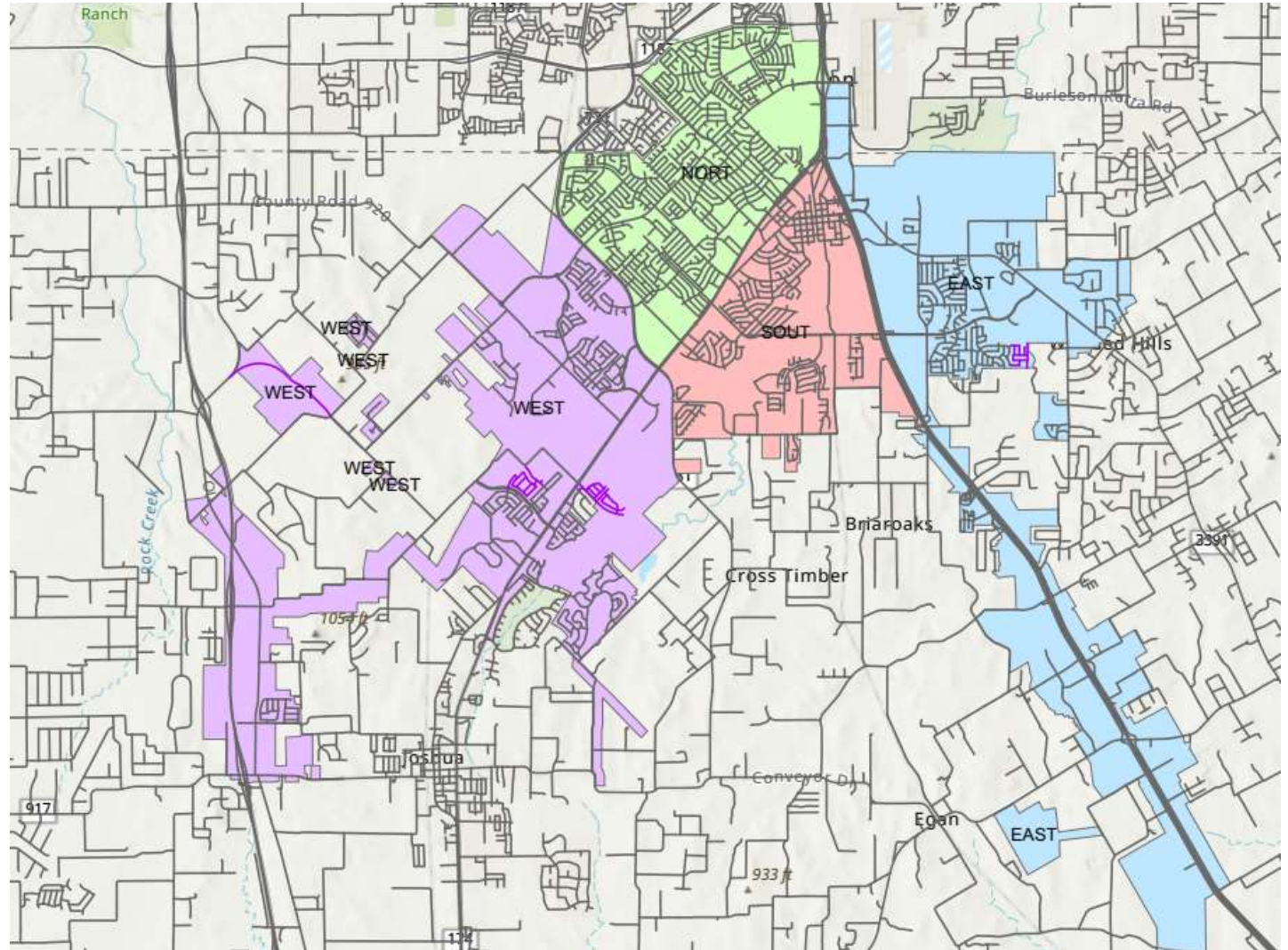
Chief Billy J. Cordell

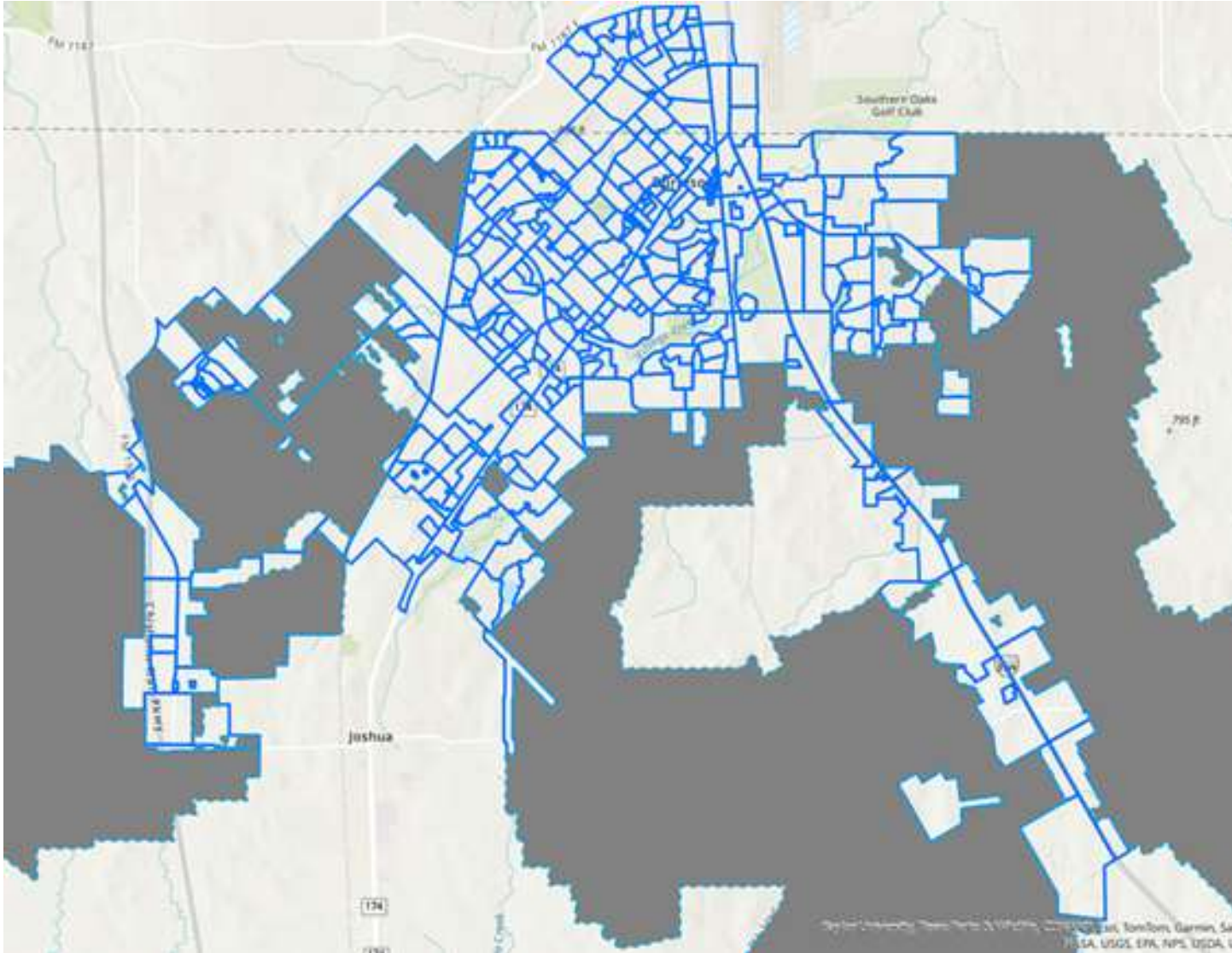
Beat Realignment

- An evaluation of the current police response model was completed in January 2024
 - Beat Realignment Committee:
 - Thirteen staff members representing all areas of the Department
 - Vetted and supported by all 90 sworn members of the Department
- District Model
- Police Reporting Areas (PRA)
- Beat Model
- District v. Beat comparison
- Response times
- Presented to Public Safety Committee on February 7, 2024

District Model

- Adopted by the Department in 1985
- Divides the city into four patrolling districts (North, East, South, and West)
- Growth within Burleson and the ETJ has made this model inefficient
- Call load is very disproportionate



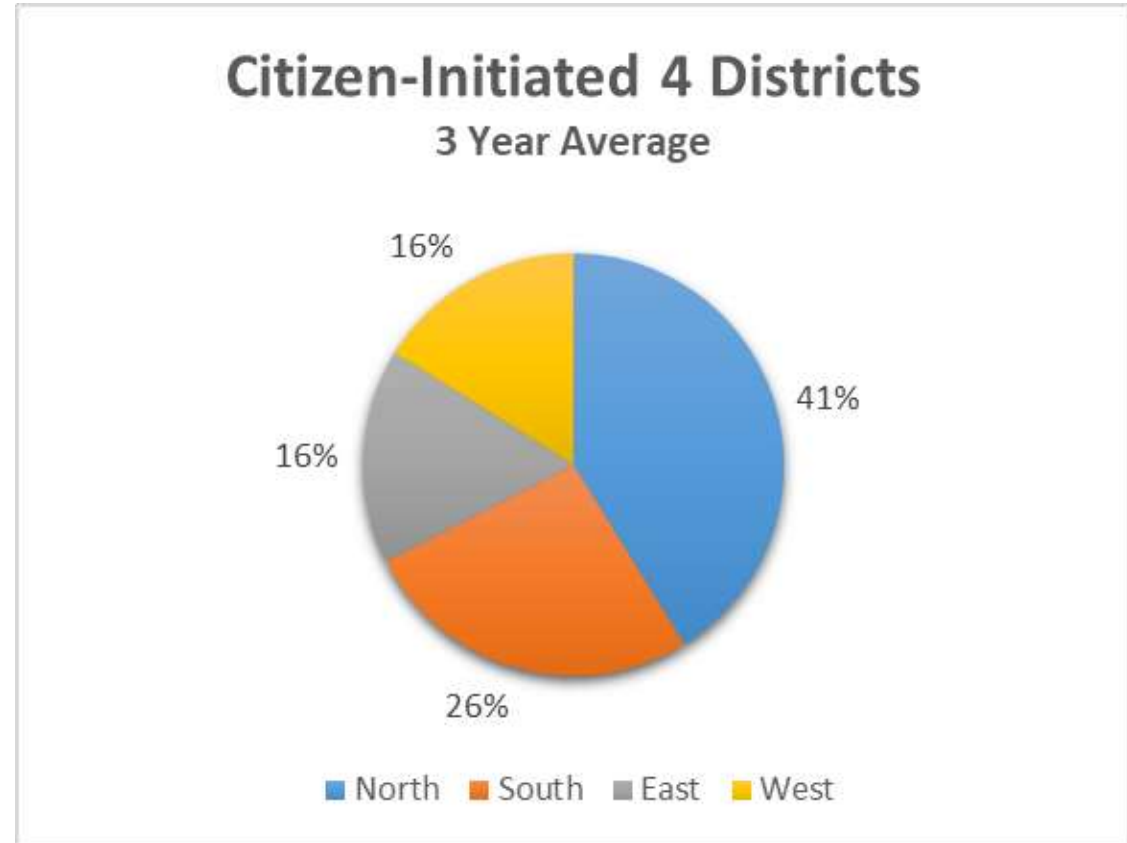


Police Reporting Areas

- In 2018, the Department along with IT and GIS began creating Police Reporting Areas (PRA) for the city.
- PRAs are small geographical areas that sub-divide the city for future growth without compromising statistical validity
- There are currently over 400 PRAs

By the Numbers: Citizen-Initiated Calls for Service under the District Model

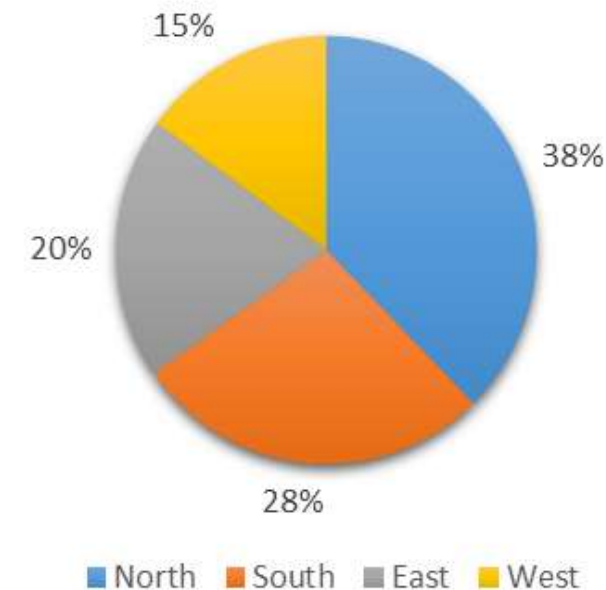
- Citizen-initiated calls for service are calls received by the Department from a source requiring a police response
- By the numbers (three-year observation period):
 - North District: Approximately 41%
 - South District: Approximately 26%
 - East District: Approximately 16%
 - West District: Approximately 16%
- During the observation period, BPD responded to over 60,000 citizen-initiated calls for service.

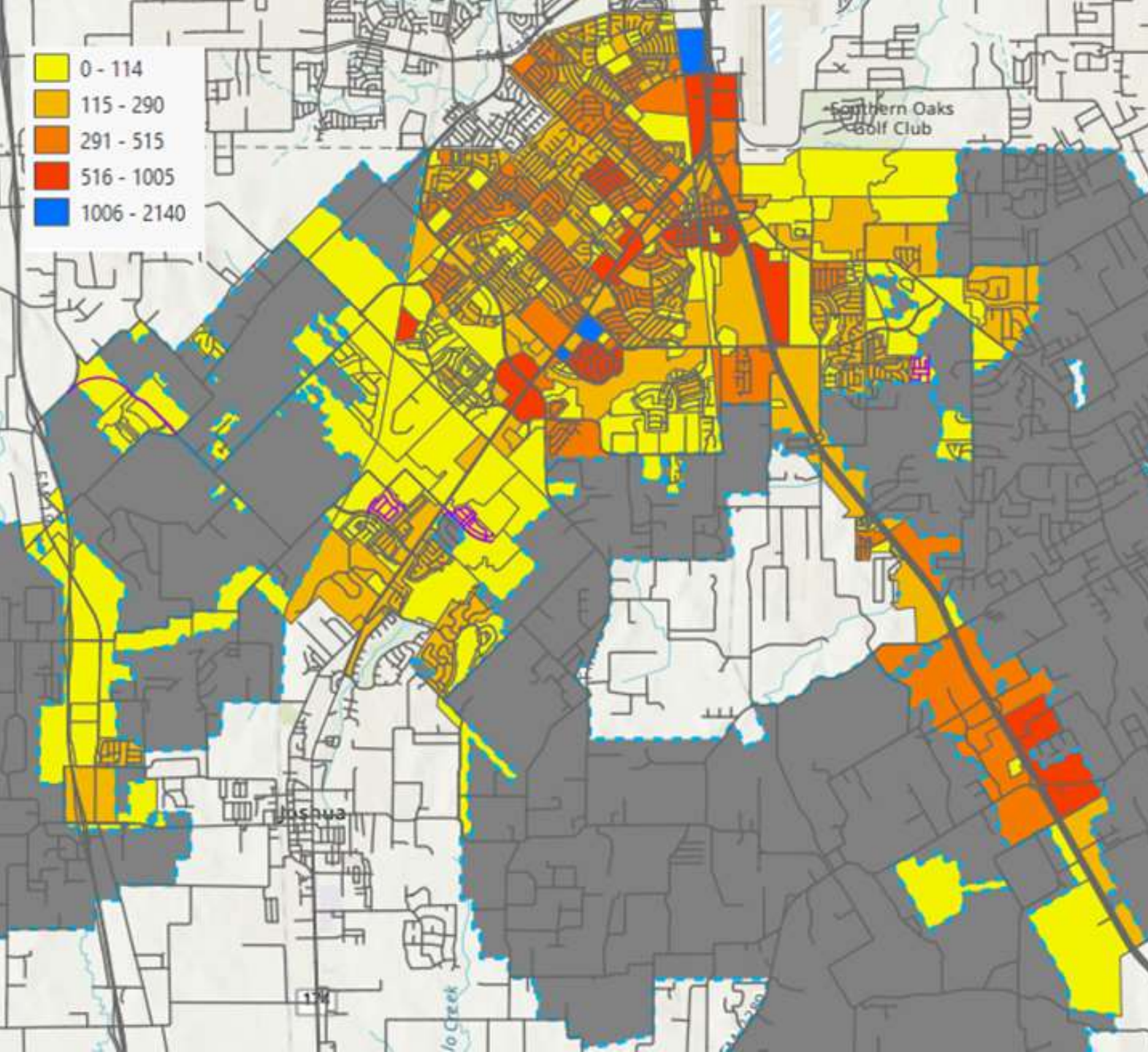


By the Numbers: Self-Initiated Activities under the District Model

- BPD prescribes to a Proactive Policing Model, using of data and intelligence to determine current or potential areas of criminality to prevent crime.
- Our Community Policing efforts encourage officers to actively engage the community and listen to concerns so we can address those concerns through a partnership.
- By the numbers (three-year observation period):
 - North District: Approximately 38%
 - South District: Approximately 28%
 - East District: Approximately 20%
 - West District: Approximately 15%

Self-Initiated 4 Districts
3 Year Average



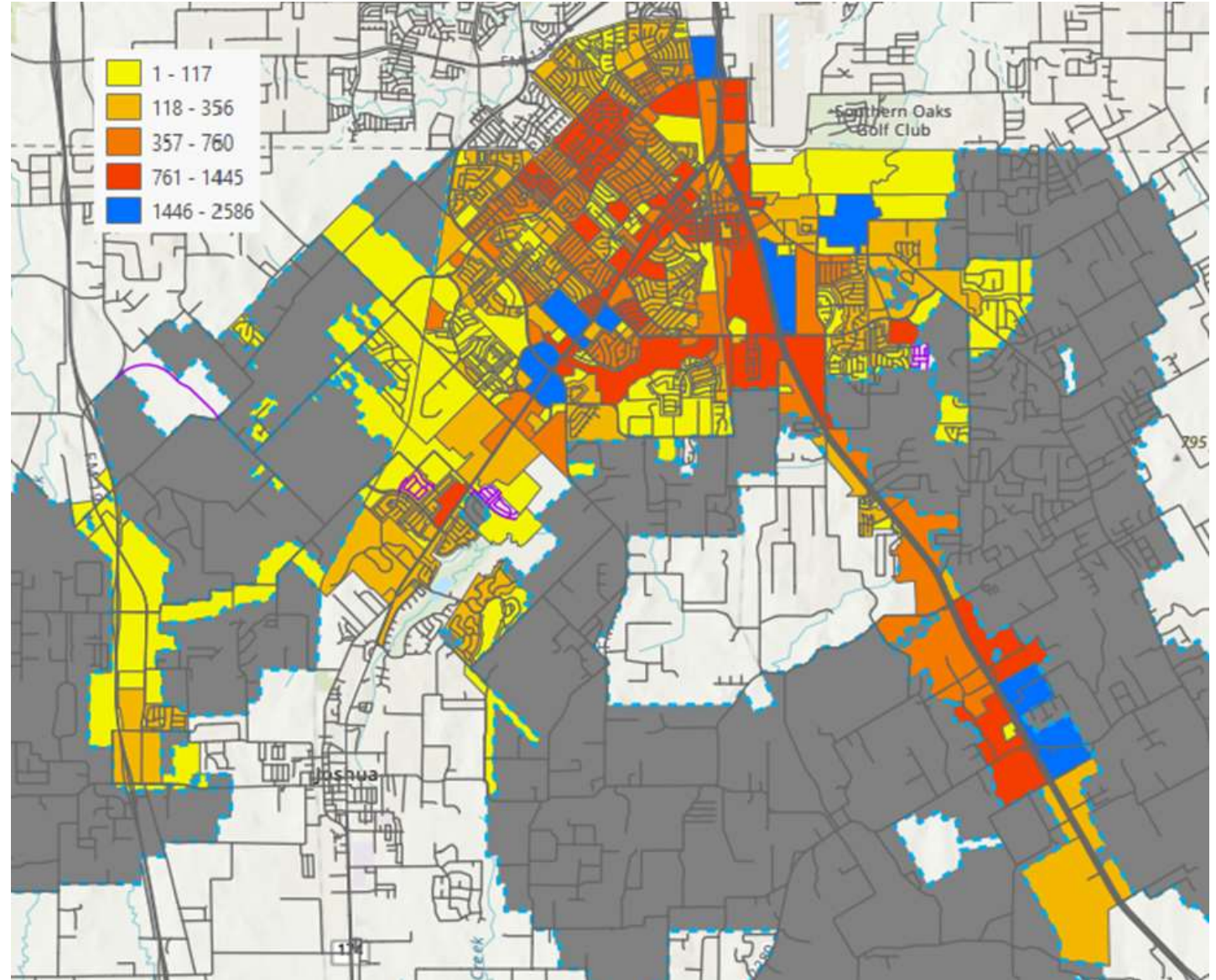


Police Activity Distribution by PRA—Citizen-Initiated Calls

- Based on a three-year observation period:
 - Bright yellow signifies 0-114 citizen-initiated calls for service
 - Blue signifies 1006-2140 citizen-initiated calls for service

Police Activity Distribution by PRA Self-Initiated Activities

- Based on a three-year observation period:
 - Bright yellow signifies 1-117 self-initiated activities
 - Blue signifies 1446-2586 self-initiated activities
- During the observation period, the Department completed over 108,000 self-initiated activities



Beat Realignment

- September 2023:

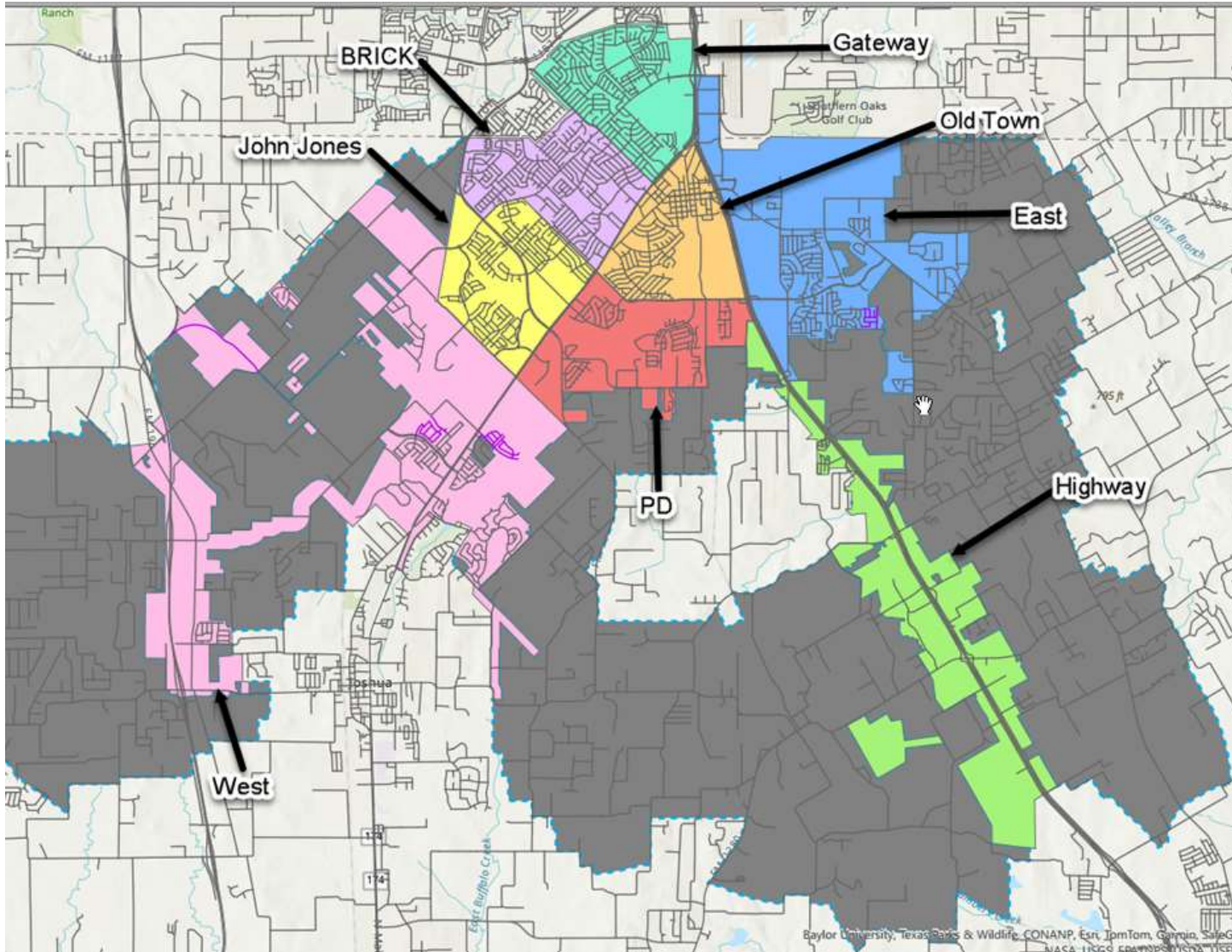
- The Department met with Economic Development and Planning Departments to discuss known and potential future growth of the city.
 - Chisolm Summit master planned community—3400+ doors
 - Hooper Business Park
- Crime Analyst began pulling data and determined PRAs needed to be confirmed

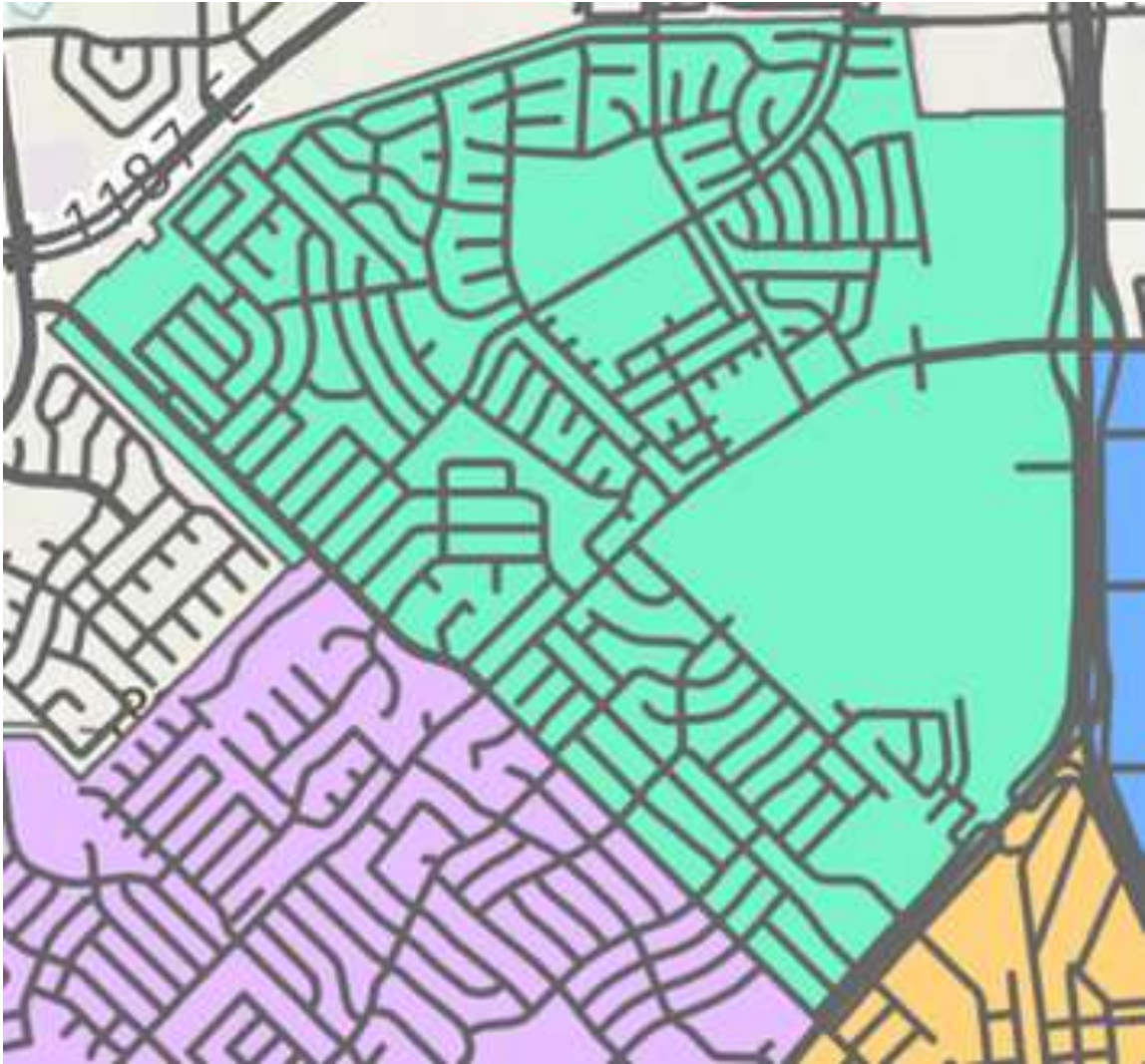
- October 2023:

- The Department, IT, and GIS adjusted and confirmed PRAs
- Three years of data was extracted and a thorough analysis completed

- January 2024:

- The Beat Realignment Committee determined there was a need to transition to the Beat Model





Gateway Beat

Located at the northernmost portion of the city and contains Gateway Station, schools, and established neighborhoods with direct connectivity with Fort Worth and Crowley

11.5 minutes to travel to the furthest point of the beat from the police department. 1 hour and 19 minutes to patrol the beat without taking calls for service

Will be responsible for approximately:

- 3,474 (annual) citizen-initiated calls for service (Approx. 17%)
- 4,642 (annual) self-initiated activities (Approx. 13%)

BRICK Beat

Boundary lines of Wilshire, Renfro, McNairn, Alsbury, and John Jones. Includes businesses, multi-family dwellings, established neighborhoods and the BRICK.

9.5-minute drive time to the beat and approximately 1 hour 43 minutes to patrol

Will be responsible for approximately:

- 3,388 (annual) citizen-initiated calls (17%)
- 5,807 (annual) self-initiated activities (16%)





John Jones Beat

Boundary lines of McNair, Wilshire, Hulen, and the railroad tracks. Includes established neighborhoods, large multi-family complexes, established commercial, and will contain Alley Cats.

9-minute drive time to the beat and approximately 2 hours and 15 minutes to patrol

Will be responsible for approximately:

- 2,836 (annual) citizen-initiated calls (14%)
- 5,321 (annual) self-initiated activities (15%)
- Allows for expected growth within the beat

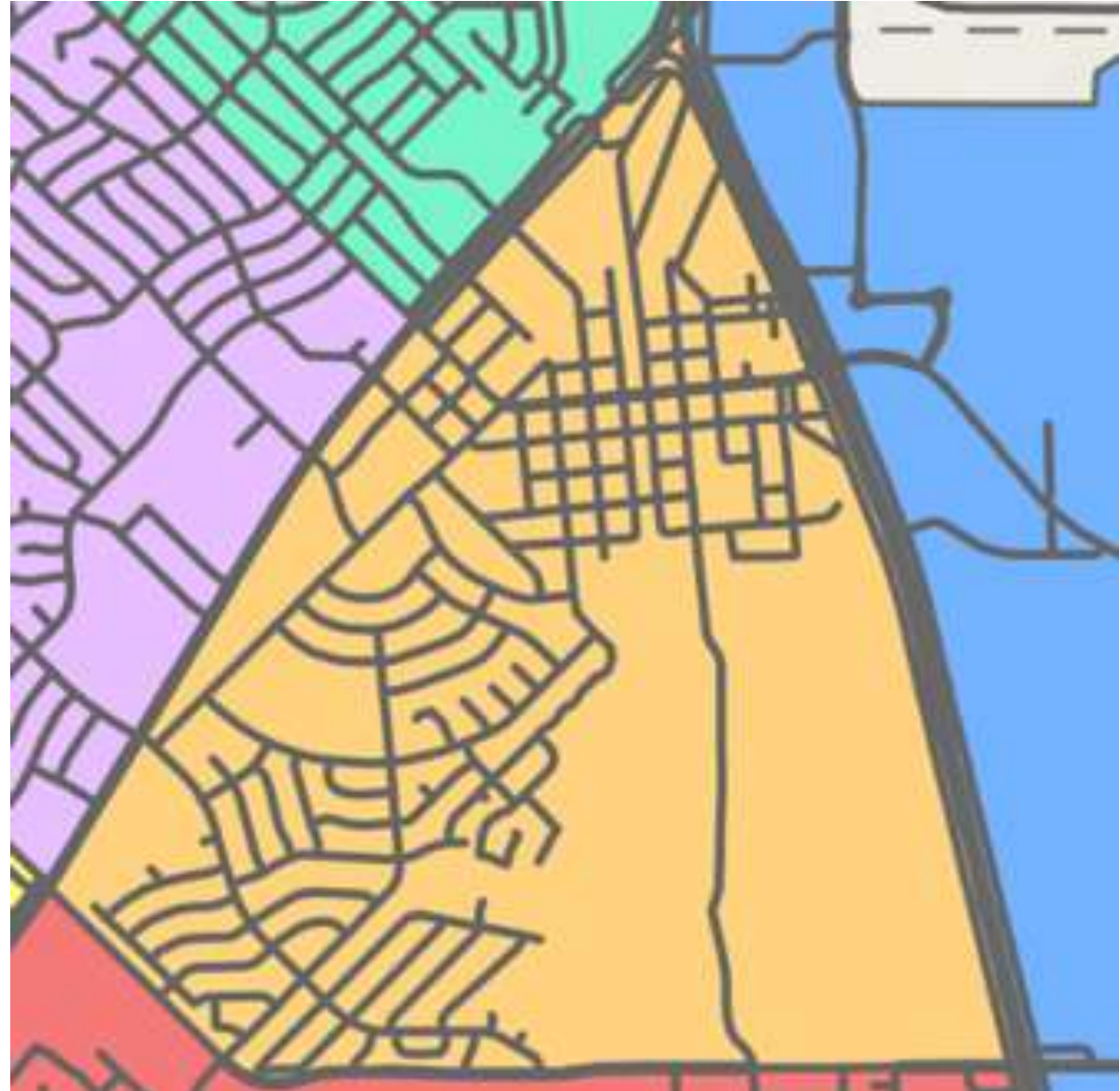
Old Town Beat

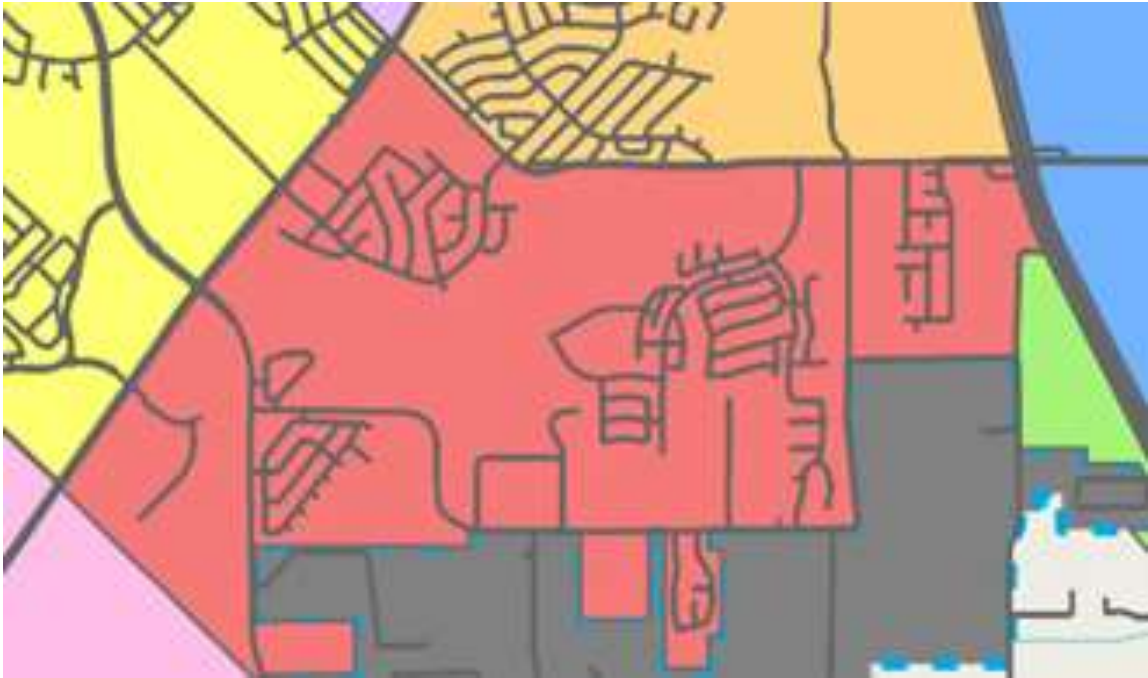
Boundary lines of Wilshire, I-35W, and Hidden Creek. Includes established neighborhoods, schools, and commercial, including the Old Town Corridor

6-minute drive time to the beat and approximately 42 minutes to patrol

Will be responsible for approximately:

- 2,759 (annual) citizen-initiated calls (14%)
- 5,859 (annual) self-initiated activities (16%)
- Allows for expected growth within the beat





PD Beat

Boundary lines of Hidden Creek, Wilshire, CR 714, and I-35W. Contains two of the busiest locations within the city and contains established and developing neighborhoods, multi-family complexes, and commercial sites

6.5-minute drive time and approximately 45 minutes to patrol

Will be responsible for approximately:

- 2,816 (annual) citizen-initiated calls (14%)
- 4,875 (annual) self-initiated activities (13%)
- Allows for expected growth within the beat

East Beat

Boundary lines of I-35W, Alsbury, and the east city limits. Includes established and developing neighborhoods, large tracts prime for future growth, commercial, and hotel/motels.

10-minute drive time and approximately 1 hour and 13 minutes to patrol.

Will be responsible for approximately:

- 2,191 (annual) citizen-initiated calls (11%)
- 4,815 (annual) self-initiated calls (13%)
- Allows for expected growth with the beat





Highway Beat

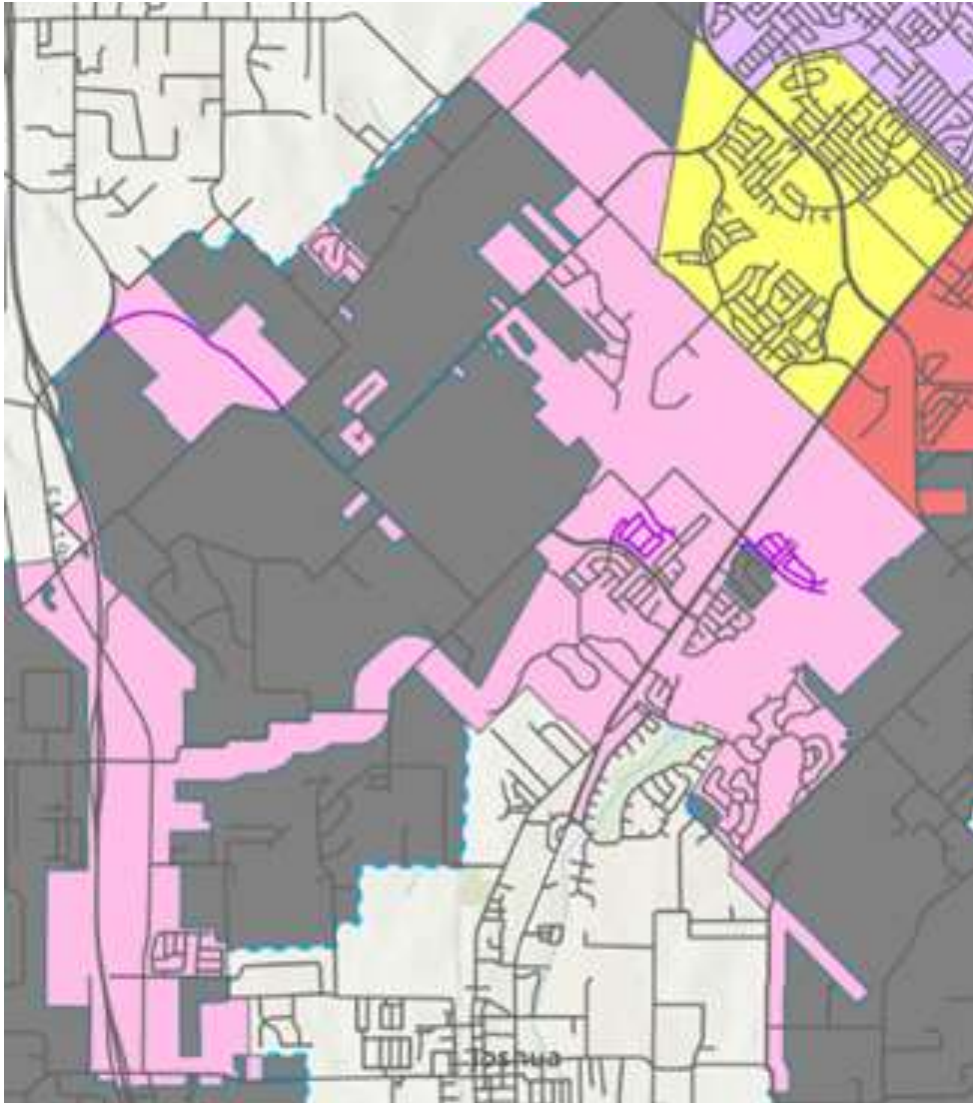
Boundary lines of Hidden Creek and the south city limits. Contains Highpoint and Highpoint East Business Parks, Jelly Stone, established and developing commercial, and established and developing residential. Direct connectivity with Alvarado and Johnson County

14-minute drivetime to beat and approximately 1 hour and 10 minutes to patrol

- Noted it would take much longer to patrol at night

Will be responsible for approximately:

- 1,288 (annual) citizen-initiated calls (6%)
- 2,604 (annual) self-initiated activities (7%)
- Allows for expected future growth within the beat and addresses geographical challenges



West Beat

Boundary lines of Hulen, railroad tracks, and the west and southwest city limits. Contains established and developing neighborhoods, schools, and commercial. Future home of Chisolm Summit. Expected to have substantial growth as greater connectivity to the area is developed.

17.5- minute drive time and 2 hours and 5 minutes to patrol.

Will be responsible for approximately:

- 1,380 (annual) citizen-initiated calls for service (6%)
- 2,197 (annual) self-initiated calls for service
- Allows for expected future growth within the beat and addresses geographical challenges

Beat Integrity and Call Prioritization

•Beat Integrity:

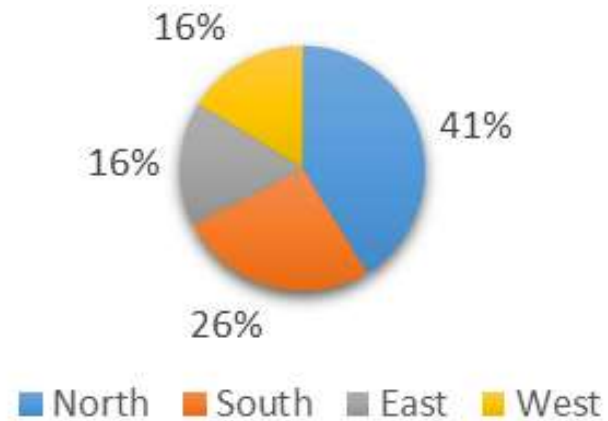
- Officers are assigned a beat to patrol and will be expected to remain on the beat during their shift
- Allows officers to become familiar with the beat so they can quickly identify potential issues
- They are the first officer dispatched on any call on their beat, when they are available

•Call Prioritization:

- Examines the nature of the call and prioritizes our response based on urgency
 - The beat officer is the primary responding officer for ALL calls on their beat.
 - Life threatening calls represent our highest priority- Dispatched to beat officer or the nearest officer as soon as possible
 - When an assist officer is needed, the second officer dispatched should be on a neighboring beat closest to the call
 - When a call for service does not involve a life-threatening issue or is not "in-progress", the call can hold for a period of time until the beat officer can respond. If that time elapses, Public Safety Communications can pull a neighboring beat officer to respond.
- **The goal is to maximize the time officers are on their beat.**

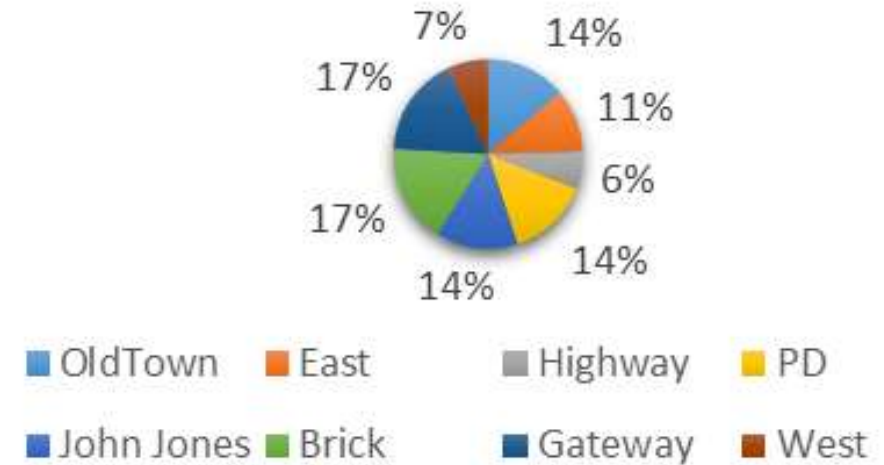
Citizen-Initiated 4 Districts

3 Year Average



Citizen-Initiated 8 Beats

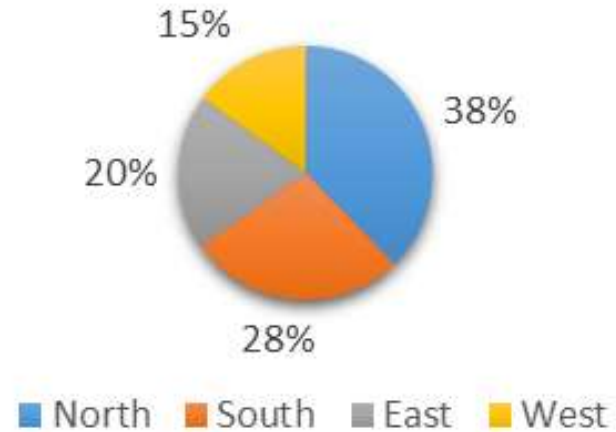
3 Year Average



District vs Beat Comparison—Citizen-Initiated

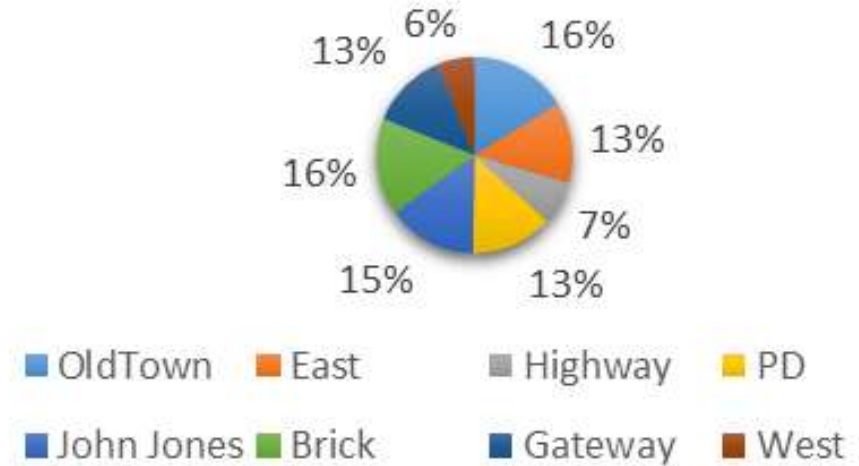
Self-Initiated 4 Districts

3 Year Average



Self Initiated 8 Beats

3 Year Average



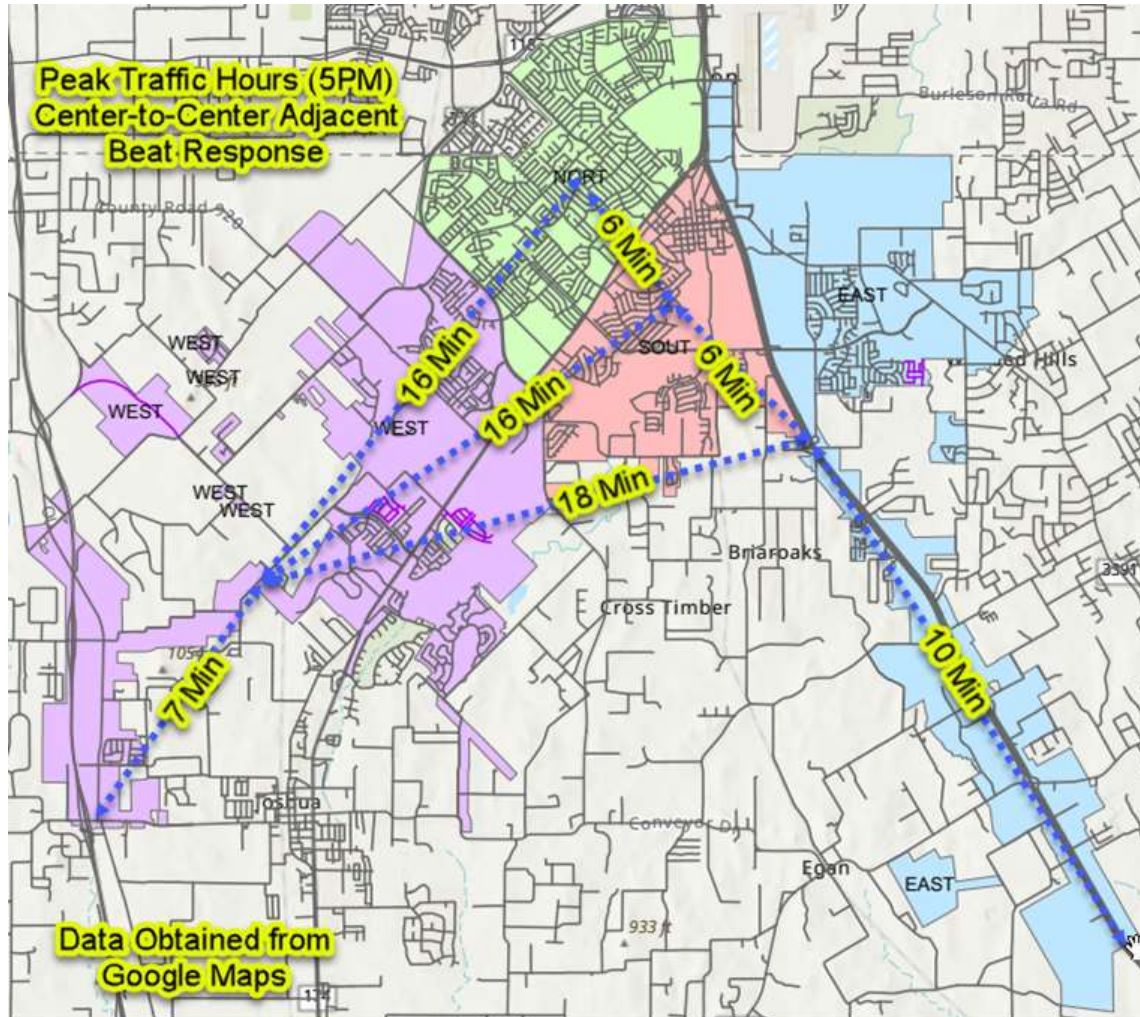
District vs Beat Comparison—Self-Initiated

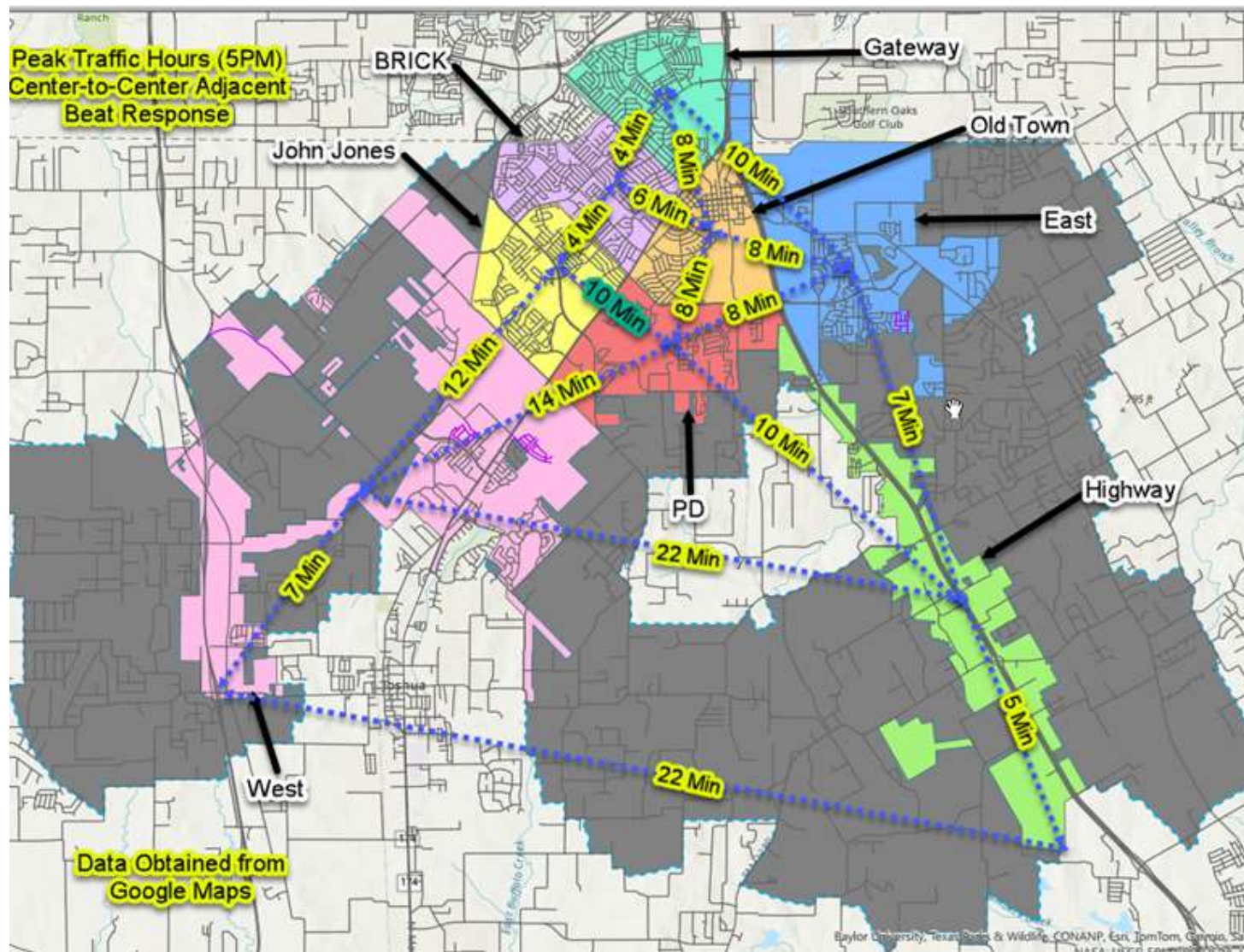
Response District-to-District

Under the district model, response times are extended due to traffic and the geographical design of the city.

For example, it takes approximately 35-40 minutes to travel from Gateway Station to deep West during peak traffic hours

This represents a safety issue for residents and officers





Response Beat-to-Beat

Beat model-

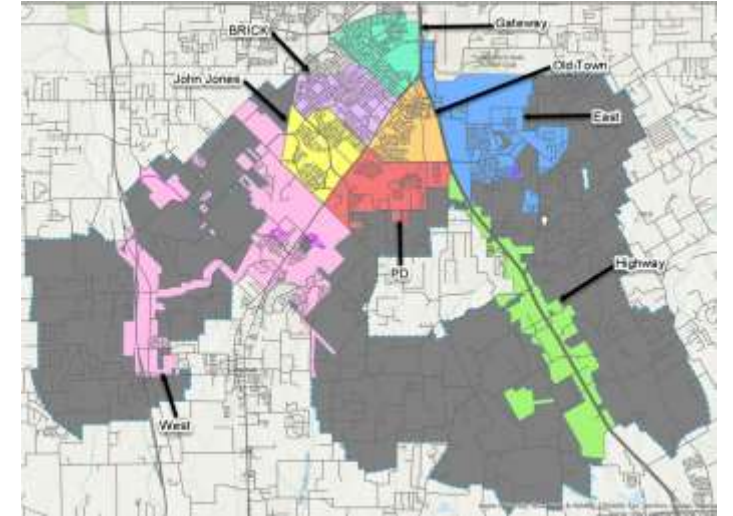
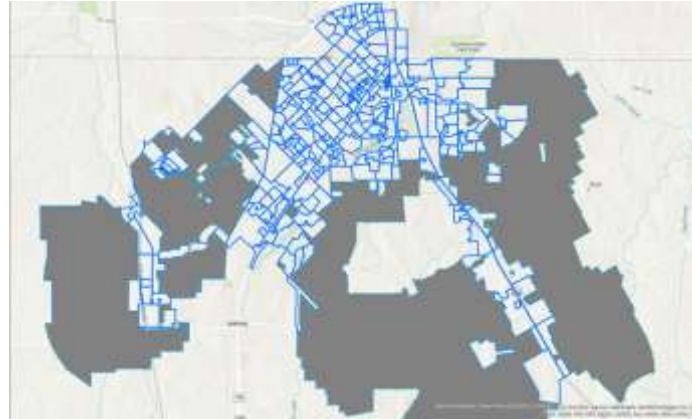
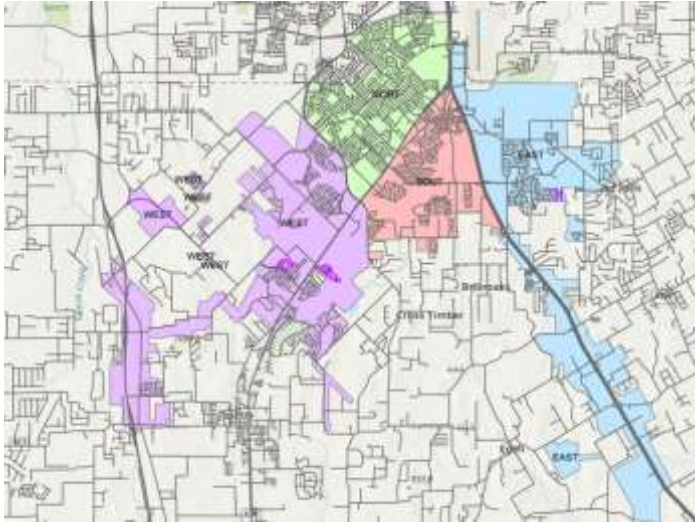
Reduces response times between beats compared to the district model

Increases officer safety and enhances the department's level of response to the community

Next Steps

We anticipate transitioning to the beat model during the third quarter of 2024 (July-September)

We will continue to work alongside Public Safety Communications, IT, and GIS to ensure a smooth transition to the beat model.



Questions/Comments

Burleson Police Department

Beat Realignment Project

Patrol Beat Realignment Report



Lt. Tim Mabry

January 2024

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Executive Summary

The Burleson Police Department is dedicated to providing the highest level of service to the community while maintaining officer safety. From October 2020 to September 2023, the Department has responded to over 60,000 citizen-initiated calls for service (approximately 20,000+ annually) and initiated over 108,000 self-initiated activities (approximately 36,000+ annually). Since 1985, the Department has utilized a four-district (North, East, South, and West) model to distribute areas of responsibility for patrol officers. As the city has grown from an approximately population of 14,000 in 1985 to over 50,000 residents, call load levels have become unequitable. For example, North district has carried approximately 41% of the citizen-initiated call load over the last three years. To further compound the population growth, the city has become more expansive with residential, commercial, and industrial developments reaching the furthest portions of the city limits. Lastly, the city is investing heavily into infrastructure improvements for the Chisolm Summit master planned community and Hooper Business Park, which is expected to bring in approximately 3,400+ doors. With the increased connectivity and undeveloped land on the western most portions of the city, it is expected the population, the number of commercial sites, and demands on the department will increase.

In 2018, the Department, with the assistance of City's IT and GIS Departments, began forming Police Reporting Areas (PRAs). The PRAs allow for more in-depth statistical analysis and for the Department to move away from the district model while maintaining statistical integrity. In 2023, the Department confirmed the PRAs and there are currently over 400 PRAs throughout the city. Further, the Department began analysis of the current district model to evaluate the equitability of service to the community, officer workload, and the ability to properly grow with the community. From these analyses, it was determined approximately 41% of the citizen-initiated calls for service occur in the North district, approximately 26% in the South district, and approximately 16% in both East and West districts respectively. Further, it was determined portions of the city have received limited service levels when compared to others due to demands on officers. For example, the officer assigned to the West district, which covers all of the city south of John Jones, is often times pulled to the North and South districts. With this pull, coupled with the geographical design of the city, it is difficult and timely for the West district officer to return to their district. Based on these findings, a Beat Realignment Committee was formed.

During the first week of January 2024, the committee met to evaluate the current district system and to create a model that is equitable in service, equitable in workload, and allows for future growth. The PRA concept and data were presented to the committee. Based on this information, the committee developed eight beats that meet the needs of the three criterion as well as optimizing officer safety. The citizen-initiated calls for service workload ranges from 6%-17%. The beats with the lower current demand from citizen-initiated calls for service are the furthest from the center of the city and are expected to experience substantial growth in the future. Prior to the beats being finalized, they were vetted and supported by all 90 sworn members of the Department. Based on transitioning to the beat model, the Department will adhere to the concept of beat integrity to fully

support the department's community oriented and proactive policing philosophies and the Department's use of Data Driven Approaches to Crime and Traffic Safety initiatives. Lastly, the beats were discussed with Public Safety Communications Administration to avoid any adverse impacts. It is anticipated the Department will transition to the beat model during the third quarter of 2024. The Department will continue to work alongside IT, GIS, and Public Safety Communications to ensure a smooth transition.

Beat Realignment Committee:

- Chair—Lt. Tim Mabry, Administrative Lieutenant
- Vice Chair—Alex Schneider, Crime Analyst
- Advisor—Lt. Don Adams, Operations Lieutenant
- Advisor—Lt. Chaz Garrett, Operations Lieutenant
- Sgt. Chris Price, Patrol
- Officer in Charge Colby Smith, Patrol
- Officer Jay Davis, Community Resources
- Officer John Fields, Traffic
- Officer Brandon Lyman, Strategic Response Team
- Officer Tony Buchanan, Patrol
- Officer Jose Orozco, School Resources
- Detective Madison Marston, Criminal Investigations
- Officer Daniel Moore, Patrol

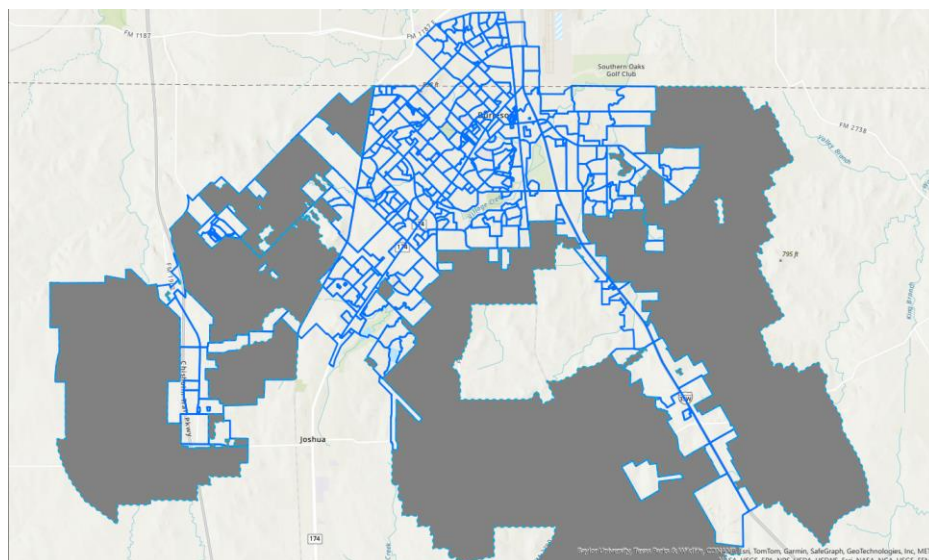
Introduction

Rooted in modern policing philosophies and industry standards, the Burleson Police Department utilizes data to determine the best practices for the daily operations of the Department. This includes the allocation of staff to ensure the highest levels of service to the community, optimizing officer safety, and ensuring the department is addressing current and potential areas of criminality in a timely manner. One area that has not been evaluated for a number of years is how patrol officers are distributed throughout the city. The department currently utilizes a four-district model that was established in 1985. Due to expansive growth of the community and increases in the population, a Beat Realignment Committee was formed to evaluate use of the district system. Through the use of Police Reporting Areas (PRAs) and staffing data, the Beat Realignment Committee determined there was a need to redistribute patrol staffing throughout the city to ensure equitable service levels to the community, equitable workload for employees, and allows for future growth. This summary report discusses the PRAs, citizen and self-initiated activities, district versus beat models, and the recommendations of the Beat Realignment Committee.

Police Reporting Areas (PRA)

In 2018, BPD collaborated with GIS to form a series strategically carved out sections of the city called Police Reporting Areas (PRA). Each PRA identifies a neighborhood, a homeowner's association neighborhood, businesses, schools, multi-family complexes or townhomes, or areas within the city that traditionally produce high levels of calls for service, such as the police department. There are currently over 400 PRAs.

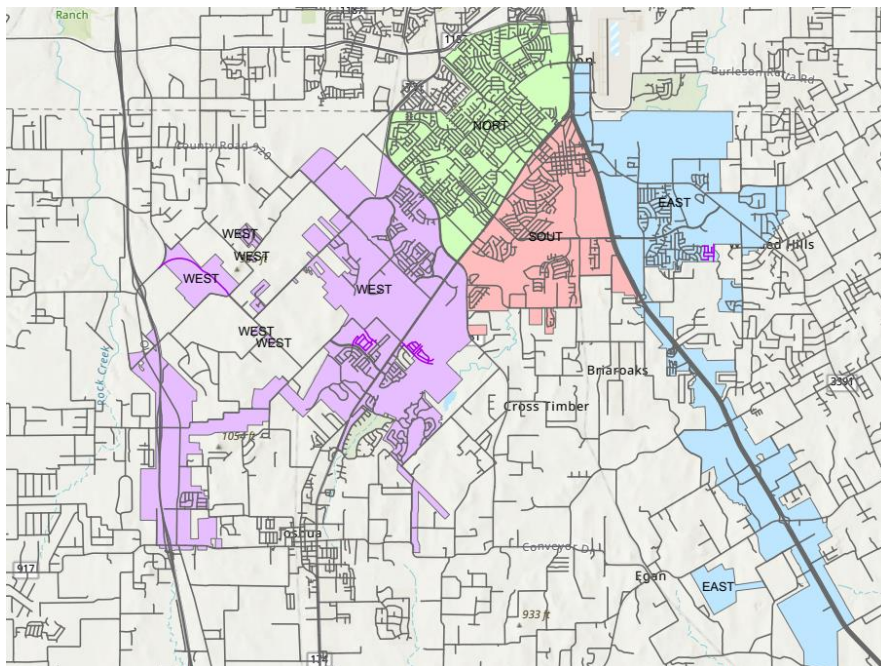
The below image divides the incorporated parts of the city into PRAs. Larger tracts usually define undeveloped land, larger parcels, such as schools or parks, or large businesses, such as Wal-Mart. For tracts of undeveloped land, there is a high probability the PRA will be divided into smaller PRAs as the area becomes developed, which can be observed within the Chisolm Summit Master Planned Community.



BPD moved to the PRA system for three main reasons. First, is to maintain statistical validity for geographic areas regardless of what patrolling district or beat with whom they are associated. Second, the PRAs allow for a more in-depth statistical analysis by geographic area or type of grouping. For example, the Department is commonly requested to present crime statistics to neighborhoods during community meetings. Without PRAs, the neighborhood would be associated with all the other neighborhoods and businesses within the district/beat the neighborhood is associated. This becomes problematic when the grouping is associated with a location that has a large call load, thus inflating the crime rate for the neighborhood which would normally have a much lower level of geographically associated criminality. Lastly, the PRAs allow for the department to make adjustments to patrolling areas while maintaining statistical validity.

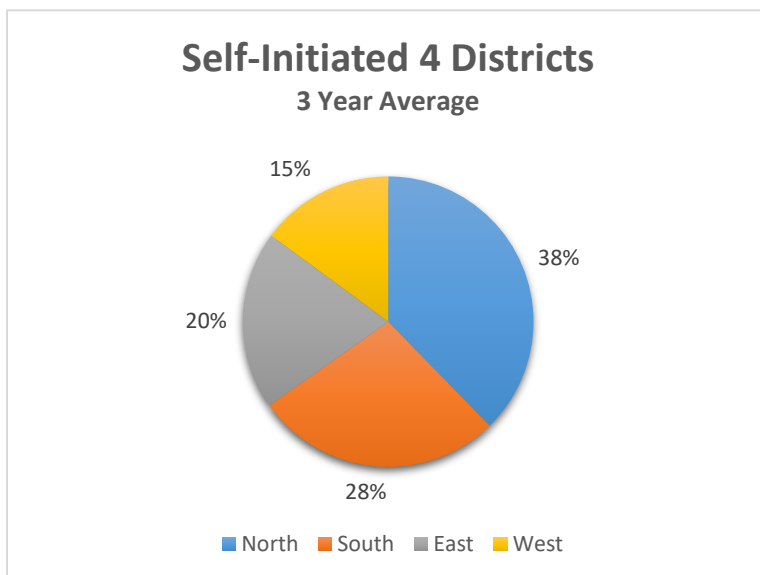
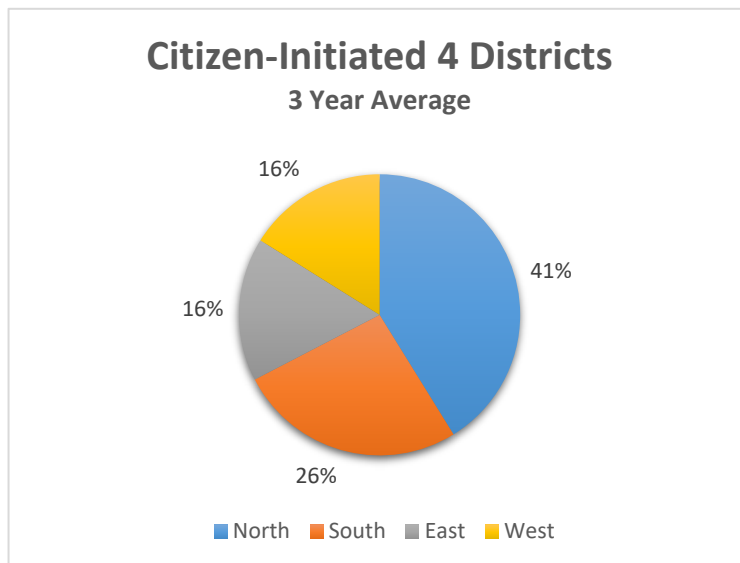
Patrol Districts

In approximately 1985, the city limits of Burleson were divided into four patrolling districts. These districts are known as North, East, South, and West. From the photograph (PHOTO LOCATION), North is the green area, East is the blue area, South is the pink area, and West is the purple area.



Each patrolling district represents unique characteristics and challenges. The North district holds a comparatively dense population and a large amount of commercial business located in Gateway Station. South district contains the Old Town Corridor, well-established neighborhoods, large and small multi-family units, large commercial, such as Wal-Mart, and the Burleson Police Department station. East contains I-35W in its entirety, new and established neighborhoods, and the Highpoint and Highpoint East Business parks. West is expansive and contains all areas Southwest of John Jones Dr. This area contains Chisholm Trail Tollway, several new and established neighborhoods, and will house the Chisholm Summit master planned community, which is anticipated to bring 3,400+ doors to the community, and the Hooper Business Park.

Between October 2020 to September 2023, the Burleson Police Department responded to over 60,000 citizen-initiated calls for service. The vast majority, approximately 41%, of those calls for service fell in the North District. South District had the second highest level of citizen-initiated calls with approximately 26% of the call load. Both East and West Districts carried approximately 16% each of the citizen initiated call load.



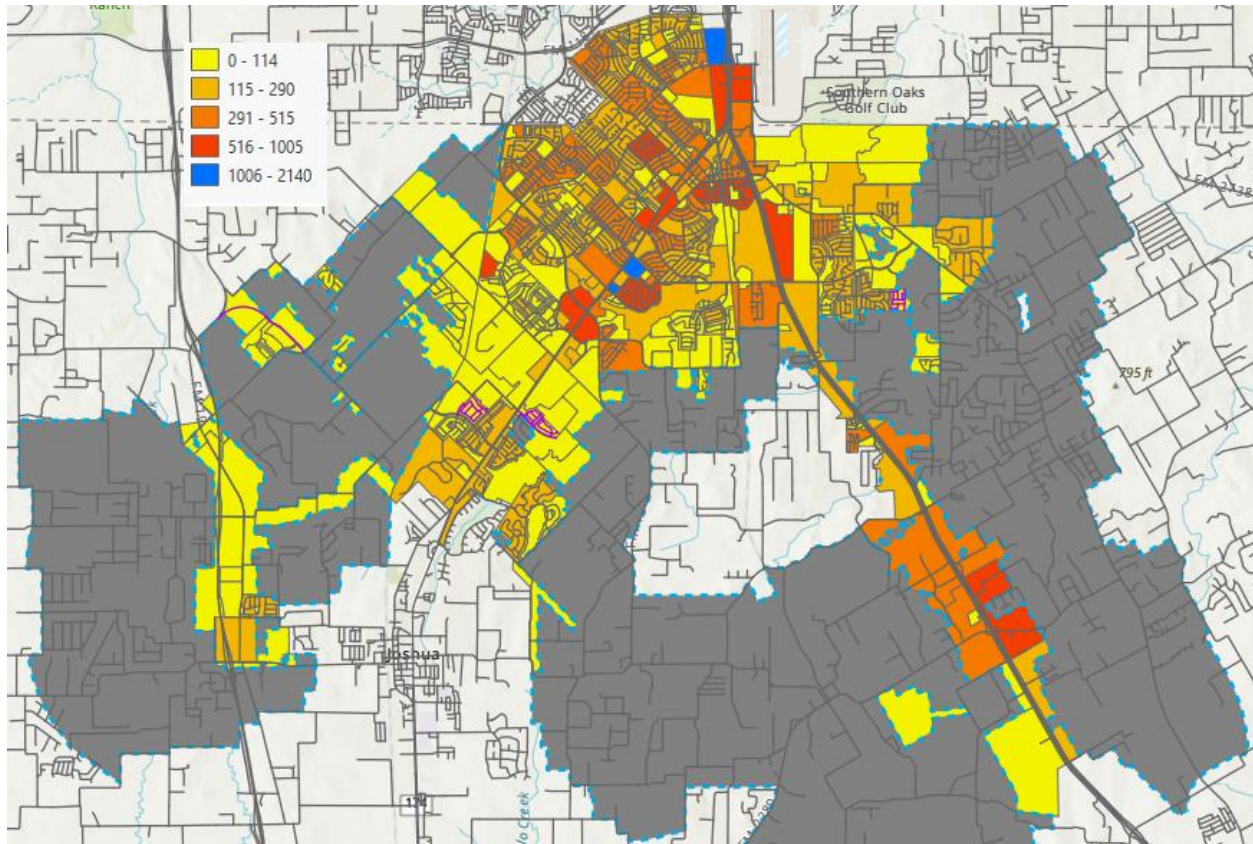
While officers are not on calls for service or report writing, they are expected to follow the tenets of the proactive policing model. Here, officers utilize this time to address areas of criminality and traffic concerns, as identified through the use of Data Driven Approaches to Crime and Traffic Safety (DDACTS) and ongoing analytics, engage with the community, and conduct traditional patrols throughout the community. During the observation period, officers

engaged in over 108,000 self-initiated activities. The distribution of self-initiated activity to the respective districts is fairly consistent with those observed citizen initiated calls for service.

Police Activity Distribution by PRA

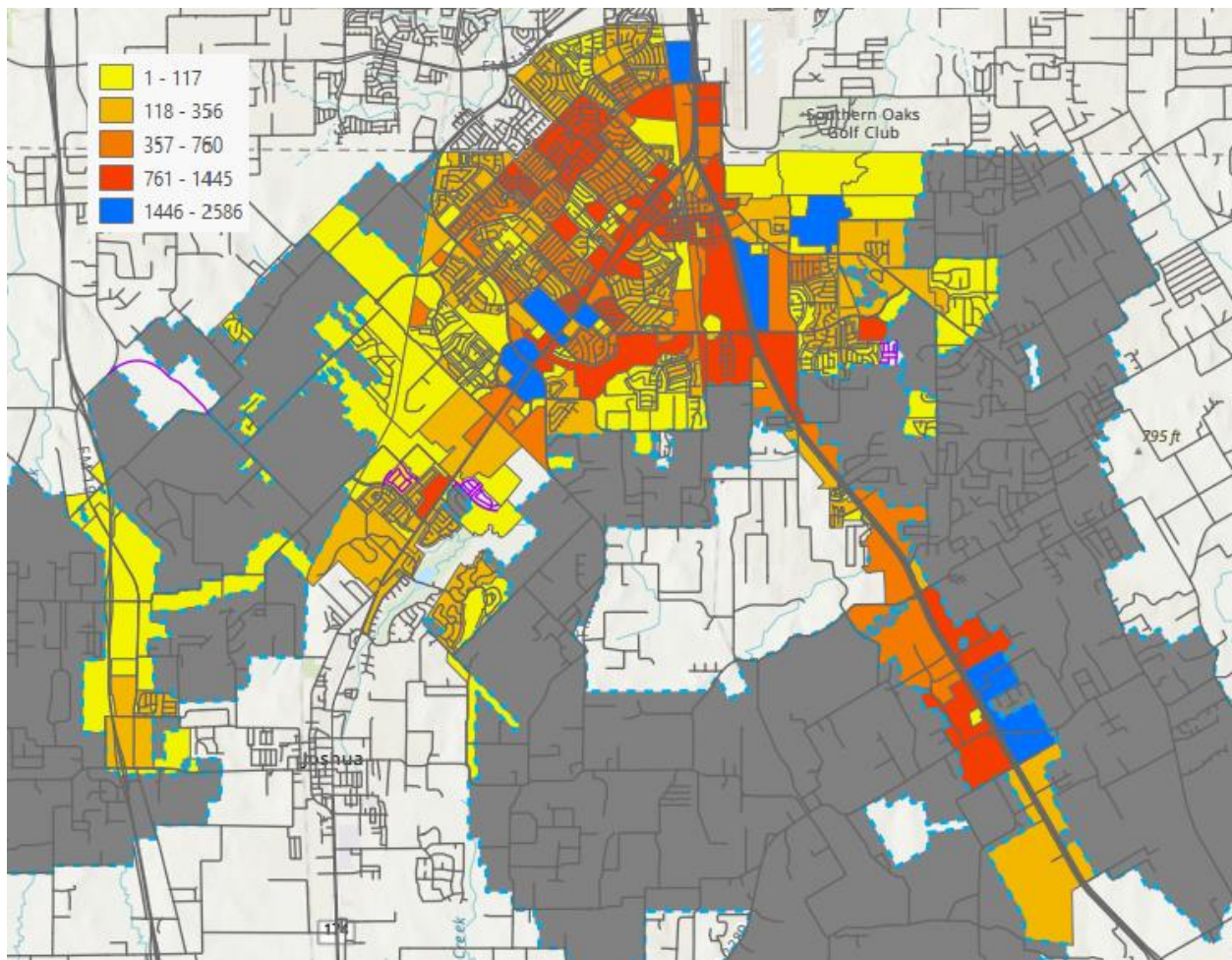
With the use of the PRAs, the Department is able to analyze the distribution of citizen and self-initiated call loads in order to determine how resources are being allocated throughout the city.

Citizen-Initiated Calls by PRA



Citizen-initiated calls for service stem when someone contact the department and requests assistance. From the map, the range of citizen-initiated calls for service per PRA during the three year observation period are 0-2140. As expressed in the key, bright yellow represents 0-114 citizen-initiated calls for service while blue represents 1006-2140 calls for service. Three locations hold the highest levels of citizen initiated calls for service, which are the Burleson Police Department, Wal-Mart, and Gateway Station. Overall, the calls for service are consistent with levels of density of residential, industrial, and commercial locations.

Self-Initiated Activity by PRA



Self-initiated activities consist of actions driven by officers in the field. Examples of these activities include traffic stops, suspicious activity investigations, close patrols, neighborhood patrols, and community engagement initiatives. The Department prescribes to DDACTs and the proactive policing models. Under these disciplines, officers are to utilize data and intelligence to areas of current or potential criminality. Once areas are identified, resources are to be deployed in a strategic method to prevent crime. The department also prescribes to the community policing model where officers are expected to engage with the community to collectively identify areas of concern and develop strategies to address those concerns.

From the map above, the self-initiated activities range from 1-2589 per PRA during the three year observation period. The bright yellow areas signify those with 1-117 activities while blue represents 1446-2586 activities. While the density of the activities are relatively consistent with the density observed with citizen-initiated calls for service, there are areas with higher and lower density. For example, the areas associated with the commercial businesses at the intersection of Wilshire/John Jones have a higher density for self-initiated activities when compared to citizen-initiated calls for service. This is due to these areas falling within the scope of DDACTs.

Observations

While the calls for service and activities observed are overall consistent, there are areas of the community that are challenging to provide equitable levels of service under the current district design. For example, while at minimum staffing, there is one officer assigned to each district with one rover unit who assists with filling gaps when they are formed. Specific calls for service, such as anything involving an arrest, traffic crashes in the roadway or with injury, and disturbances, require a minimum of a two-officer response. With a large volume of calls falling in the North and South districts, the back-up units are usually pulled from the West and East districts, thus leaving them vacated and timely to get back into.

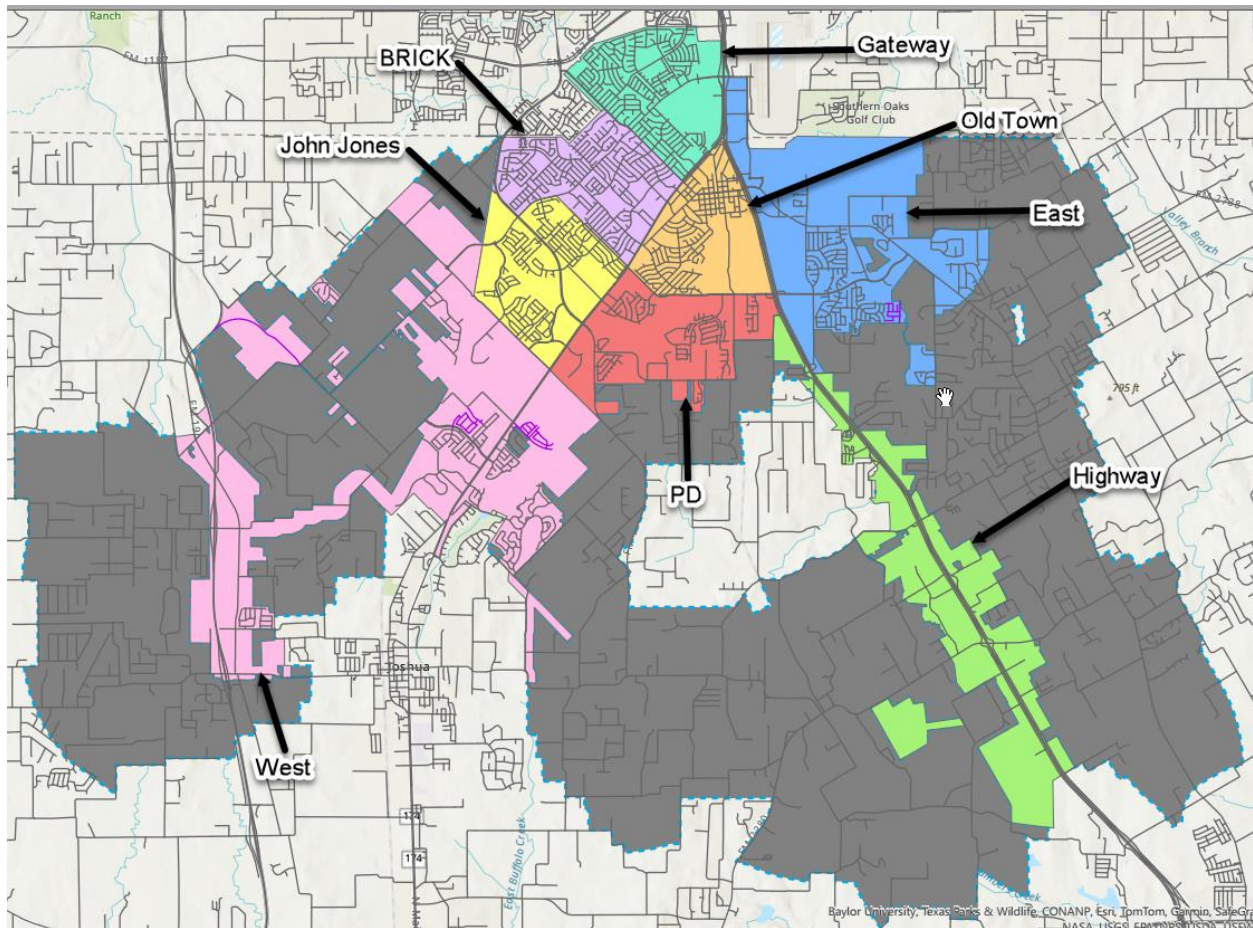
Beat Realignment

In September 2023, the Department met with Economic Development and the Planning Department to discuss known and potential future growth of the city. With the anticipated growth associated with the Chisolm Summit master planned community and surrounding areas, coupled with observed growth and challenges of recent years, the need to evaluate the current district model was ever apparent. In September 2023, BPD analytics staff began pulling data to begin the evaluation process and it was determined there was a need to confirm the PRAs. In October 2023, BPD met with IT and GIS with the need to evaluate, adjust as needed, and confirm the PRAs. This process was started immediately and the PRAs were finalized shortly thereafter. Once the PRAs were confirmed, three years of data was pulled and evaluated. From this evaluation, a beat realignment committee was formed. The committee consisted of twelve sworn members, whom were selected from all sections of the department and represented approximately 13% of the authorized 90 person sworn staffing level, and the crime analyst.

The committee was tasked with looking at service areas within the community and were to objectively develop service areas that met three criteria: equitability in service level for the community, equitability of workload for staff, and is adaptable for future growth of the community. These criteria meet the objectives of the department to provide the highest level of service to the community and overall officer safety. The committee determined moving to a beat model for areas of patrol was the best option. The beat model is consistent with industry standards and is widely adopted throughout the country.

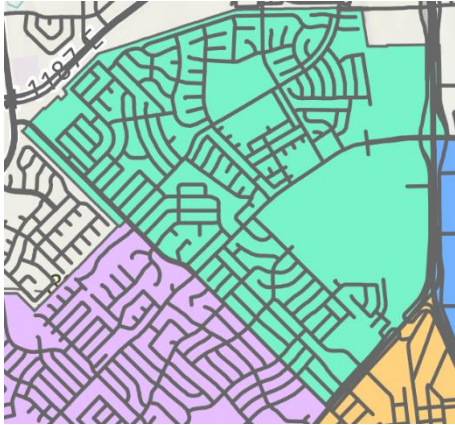
Beat Model

Based on the data and the direction of the committee, a total of eight beats were developed.



Once the proposed beat lines were developed, the committee drove the beats in their entirety and collected data related to the time it took to get to the furthest point from the police department and how long it took to patrol the beat within its entirety. After driving the beats, the committee reconvened and confirmed the beats were sound in their design and met the needs of the prescribed criterions. The committee then provided all 90 sworn members of the department an opportunity to hear an overview of the committee and the proposed beats. Feedback was obtained and the committee met to discuss the feedback. From the feedback, the committee made adjustments to the originally planned beats and came up with a finalized beat configuration as depicted in the image above. The beats are as follows:

Gateway

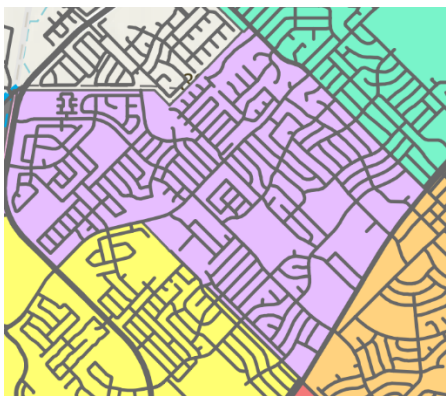


The Gateway beat, the teal portion of the map, is located at the northernmost portion of the city and contains Gateway Station, two elementary schools, and established neighborhoods. The beat has direct connectivity to the cities of Fort Worth and Crowley.

Based on the committee's driving of the beat, it took approximately eleven and half minutes to get to the furthest point of the beat from the police department under normal driving conditions. In addition, it took approximately one hour and nineteen minutes to completely patrol the area.

Based on the three year observation period data, this beat will be responsible for approximately 3,474 citizen-initiated calls for service (approximately 17%) annually and will contain approximately 4,642 self-initiated activities (approximately 13%) annually. This beat shares adjacencies with the BRICK, Old Town, and East beats.

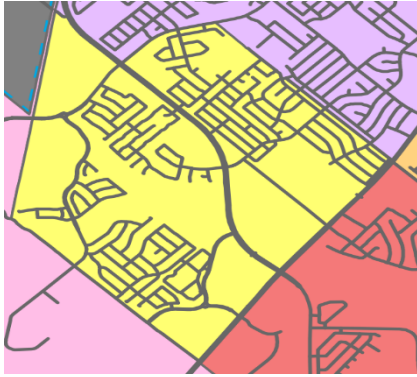
BRICK



The BRICK beat, the purple portion of the map, has boundary lines of SW Wilshire, Renfro, McNairn, Alsbury, and John Jones. The beat includes several businesses, multi-family dwellings, established neighborhoods, and the Burleson Recreation Center. The beat also has direct connectivity with the city of Crowley.

Based on the committee's driving of the beat, it took approximately nine and half minutes to reach the furthest point of the beat from the police department under normal driving conditions. Further, it took approximately one hour and forty-three minutes to patrol the area. Based on the three year observation period data, this beat will be responsible for approximately 3,388 citizen-initiated calls for service (approximately 17%) annually and will contain approximately 5,807 self-initiated activities (approximately 16%) annually. This beat shares adjacencies with the Gateway, Old Town, John Jones, and PD beats.

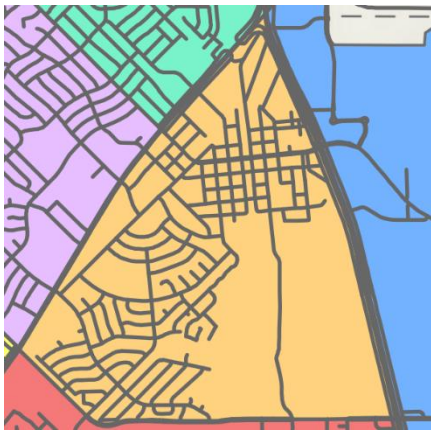
John Jones



The John Jones beat is the yellow portion of the map and has boundary lines of McNairn, Wilshire, Hulen, and the railroad tracks. The beat includes established neighborhoods, several large multi-family complexes, established commercial businesses, and will contain Alley Cats. The beat has direct connectivity with Johnson County.

Based on the committee's driving of the beat, it took approximately nine minutes to reach the furthest point of the beat from the police department under normal driving conditions. Further, it took approximately two hours and fifteen minutes to patrol the area. Based on the three year observation period data, this beat will be responsible for approximately 2,836 citizen-initiated calls for service (approximately 14%) annually and will contain approximately 5,321 self-initiated activities (approximately 15%) annually. It should be noted this beat is expected to have an increase of both commercial and residential density over time and is adequately sized to absorb this growth. The beat shares adjacencies with the West, PD, BRICK, and Old Town beats.

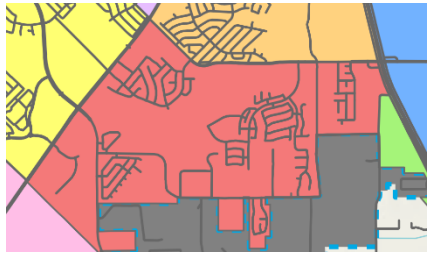
Old Town



The Old Town beat is the orange portion of the map and has boundary lines of Wilshire, I-35W, and Hidden Creek. The beat includes established neighborhoods, schools, and several commercial sites, including the Old Town Corridor.

Based on the committee's driving of the beat, it took approximately six minutes to reach the furthest point of the beat from the police department under normal driving conditions. Further, it took approximately forty-two minutes to patrol the area. Based on the three year observation period data, this beat will be responsible for approximately 2,759 citizen-initiated calls for service (approximately 14%) annually and will contain approximately 5,859 self-initiated activities (approximately 16%) annually. As the Old Town Corridor becomes fully developed, it is anticipated the call loads and activities will increase and the beat is adequately sized to absorb this growth. The beat shares adjacencies with the Gateway, BRICK, John Jones, PD, and West beats.

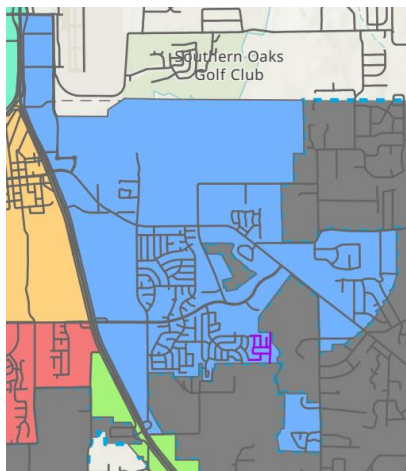
PD



The PD beat is the red portion of the map and has boundary lines of Hidden Creek, Wilshire, CR 714, and I-35W. The beat includes two areas with the highest demand on officers, which are the police department and Wal-Mart. The beat also contains established and developing neighborhoods, multi-family residences, and commercial sites.

Based on the committees driving of the beat, it took approximately six and a half minutes to reach the furthest point of the beat from the police department under normal driving conditions. Further, it took approximately forty-five minutes to patrol the area. The beat has direct connectivity with Johnson County. Based on the three year observation period data, this beat will be responsible for approximately 2,816 citizen-initiated calls for service (approximately 14%) annually and will contain approximately 4,875 self-initiated activities (approximately 13%) annually. It is anticipated this area will continue to grow in both commercial and residential density and the beat is adequately sized to absorb this growth. This beat shares adjacencies with the BRICK, Old Town, East, Highway, West, and John Jones beats.

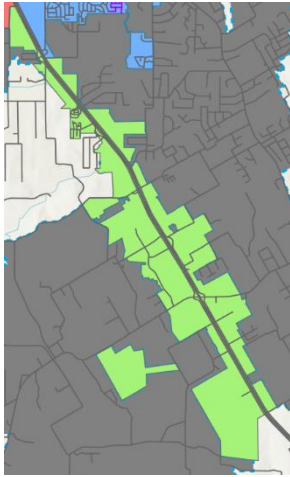
East



The East beat is the blue portion of the map and has boundary lines of Alsbury, I-35W, and the east city limits. The beat includes established and developing neighborhoods, large areas prime for future growth, schools, commercial business, and the majority of hotel/motels in the city. The beat has direct connectivity with the city of Fort Worth and Johnson County.

Based on the committee's driving of the beat, it took approximately ten minutes to get to the beats furthest point from the police department under normal driving conditions. Further, it took one hour and thirteen minutes to patrol the area. Based on the three year observation period data, this beat will be responsible for approximately 2,191 citizen-initiated calls for service (approximately 11%) annually and will contain approximately 4,815 self-initiated activities (approximately 13%) annually. It is anticipated this beat will become more densely populated as undeveloped land becomes either residential or commercial sites or the city limits expand into the ETJ. The beat is adequately sized to absorb this growth and also has the ability to become multiple beats if the need arises in the future. The beat shares adjacencies with the Gateway, Old Town, PD, and Highway beats.

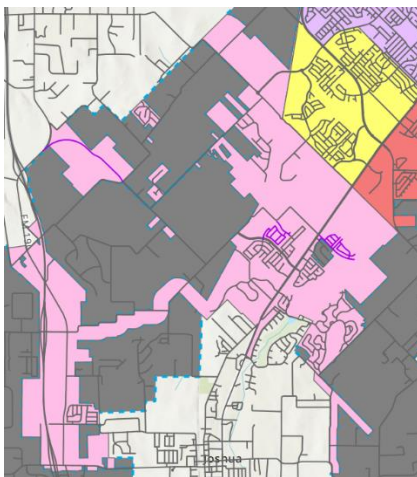
Highway



The highway district is the green portion of the map and has boundary lines of Hidden Creek and the south city limits. The beat includes the Highpoint and Highpoint East Business Parks, Jelly Stone RV park, established and developing commercial, and future residential communities. The beat has direct connectivity to Johnson County and Alvarado.

Based on the committee's driving of the beat, it took approximately fourteen minutes to get to the beats furthest point from the police department under normal driving conditions. Further, it took approximately one hour and ten minutes to patrol the beat. The committee member who tested the beat advised the manner in which the beat was patrolled would be very different during nighttime hours when compared with daytime hours due to the limited visibility and the need for a more in-depth patrol of commercial and industrial areas. Based on the three year observation period data, this beat will be responsible for approximately 1,288 citizen-initiated calls for service (approximately 6%) annually and will contain approximately 2,604 self-initiated activities (approximately 7%) annually. It is believed the self-initiated figures would increase significantly due to the officer's availability and accessibility to the beat when compared to the current East district configuration. As demonstrated by the new community being developed to the west of the interstate and FM 917, it is believed this beat will continue to become more densely populated with residential and commercial sites and the beat is adequately designed to absorb this growth. The beat shares adjacencies with the East and PD beats.

West



The West beat is the pink portion of the map and has boundary lines of Hulen, the railroad tracks at Alsbury, and the west and southwest city limits. The beat contains established and developing neighborhoods, schools, and limited commercial sites. The Chisolm Summit master planned community is anticipated to bring in 3400+ doors, which will create a significant increase of the City's population. The beat has direct connectivity with Joshua and Johnson County.

Based on the committee's driving of the beat, it took approximately seventeen and half minutes to get the furthest point of the beat from the police department under normal driving conditions. However, it should be noted there was an approximate five minute delay due to road construction on FM 917 and the roadway operating as a single lane. Further, it took approximately two hours and five minutes to patrol the beat. It should be noted it is believed this time would be reduced once the road construction around the Chisolm Summit development is complete as the committee member had to double back on roadways to complete the patrol.

Based on the three year observation period data, the beat will be responsible for approximately 1,380 citizen-initiated calls for service (approximately 7%) annually and will contain approximately 2,197 self-initiated activities (approximately 6%) annually. With the known growth and potential areas of growth, it is believed both sets of activities will significantly increase as the area develops further. The City is in the process of significantly improving the infrastructure in the area and this will provide an opportunity to short west and deep west to connect more effectively. Additionally, there is the potential for the city to absorb areas west of the Chisolm Trail Tollway. As this area continues to develop and as the need arises, the beat has the ability to easily be divided into multiple beats. The beat shares adjacencies with the PD and John Jones beats.

Beat Integrity

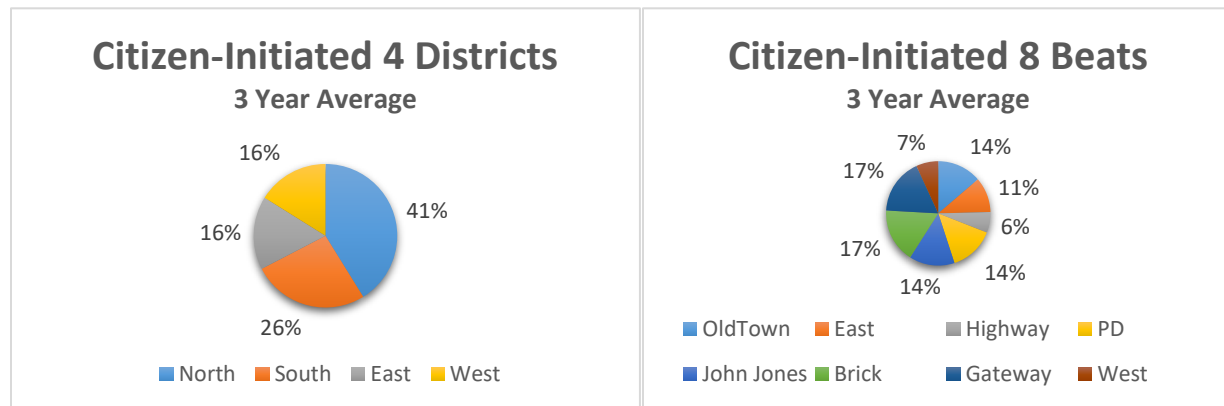
With the Department moving to the beat model, the discipline of beat integrity will be employed. Under the concept of beat integrity, officers will be assigned a beat to patrol and will work their assigned beat during their shift. This allows the officers to become familiar with the norms within the beat, thus being able to quickly identify when the norms are out of place. For example, when someone moves into a new neighborhood, they are not wholly familiar with the streets, residences, residents, and vehicles of the neighborhood. As time progresses, the individual becomes familiar with what is normally observed in the area. In the inverse, they are also sentient of when something is out of place. The same holds true for an officer. Once they have developed a baseline of the norms within the area, they become acutely aware when something is out of place.

The Department, along with Public Safety Communications, are in the process of evaluating and updating the prioritization of calls for service. Call prioritization examines the calls for service and sorts them by how immediate of a response is necessary to address the matter. For example, calls of service with imminent life safety issues, including but not limited to, crashes with injuries, assaults in progress, and disturbances, there is a need for an immediate response from available officers. On the other hand, if a call for service that is not in progress or poses no immediate threat, such as an identity theft report or phone call investigation, the call can hold for a period of time. If the beat officer is occupied with a different call for service or out of service due to an arrest, the low priority call for service can then be dispatched to an officer from an adjoining beat once the time has expired. This allows officers to maintain beat integrity while continuing to provide high levels of service to the community. The reprioritization for calls for service is currently in the developmental phase.

District vs. Beat Comparison

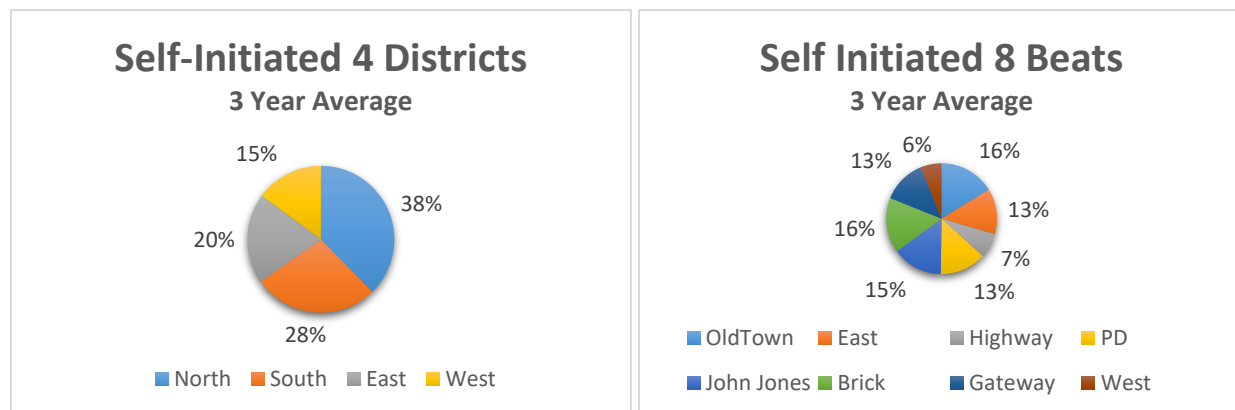
The beat configuration will provide equitable service levels throughout the community, equitability of workload for staff, and lends itself to easily address the current and future growth of the city.

Citizen-Initiated Calls for Service



When looking at call load distribution for staff, the current model is not equitable. North district carries the highest call load with approximately 41% over the observation period. This has a two-fold effect. First and foremost, the officers working this beat are responsible for a large portion of the city that is densely populated. This causes the officers working the beat to focus the majority of their time on this calls and does not provide much opportunity for proactive policing measures to address areas of criminality. Second, it causes officers from adjacent districts to be pulled out of their districts for an extended period of time, thus reducing the service level provided in those districts. Under the new model and their beat adjacencies, the beat model will not only stabilize workload for staff, but will also allow for beat accountability. An additional byproduct of this model is an anticipated impact on response times (from time of dispatch to time of arrival). With closer adjacencies, there should be a theoretical reduction in response times under the beat model, even if a beat is vacated due to an officer being out of the beat or assigned to a call for service.

Self-Initiated Activity

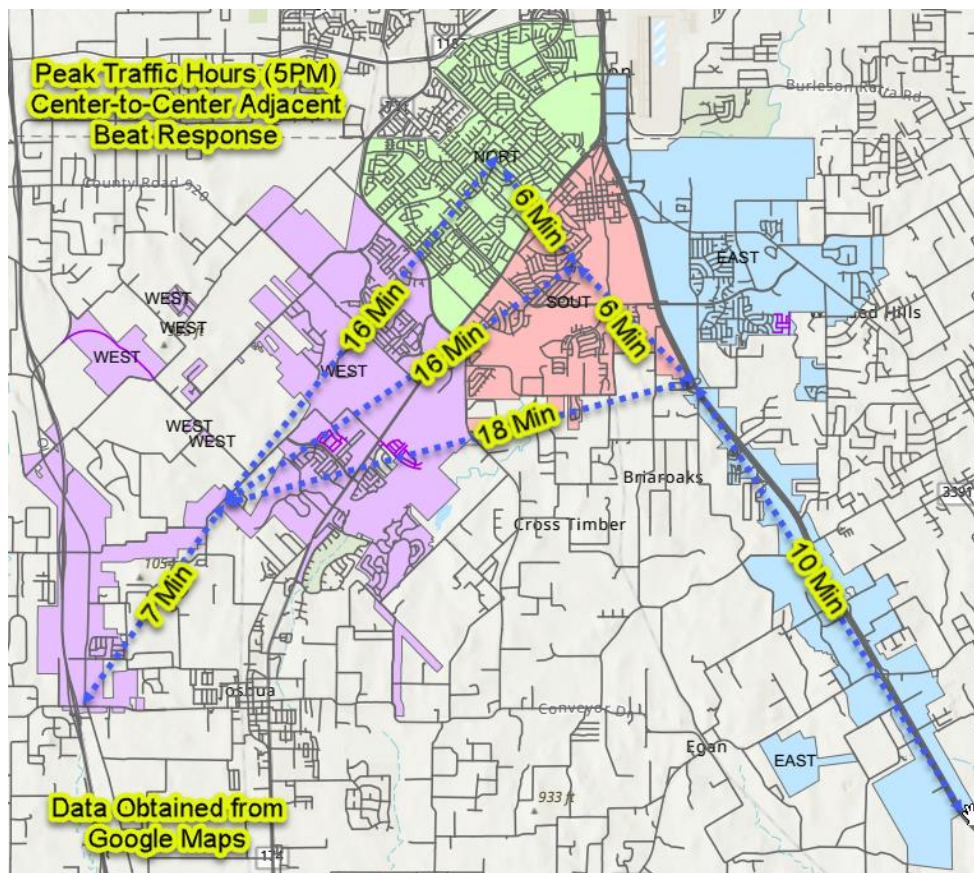


When evaluating self-initiated activity, North and South districts receive the highest levels of service, with East and West receiving the least. With the geographic design of the city, the highway, deep east, and west areas of the city are difficult and timely to get to the deepest points. With the realignment of beats, the propensity for officers to be pulled from these areas becomes greatly reduced. This will allow for an increase in self-initiated activities in these areas For

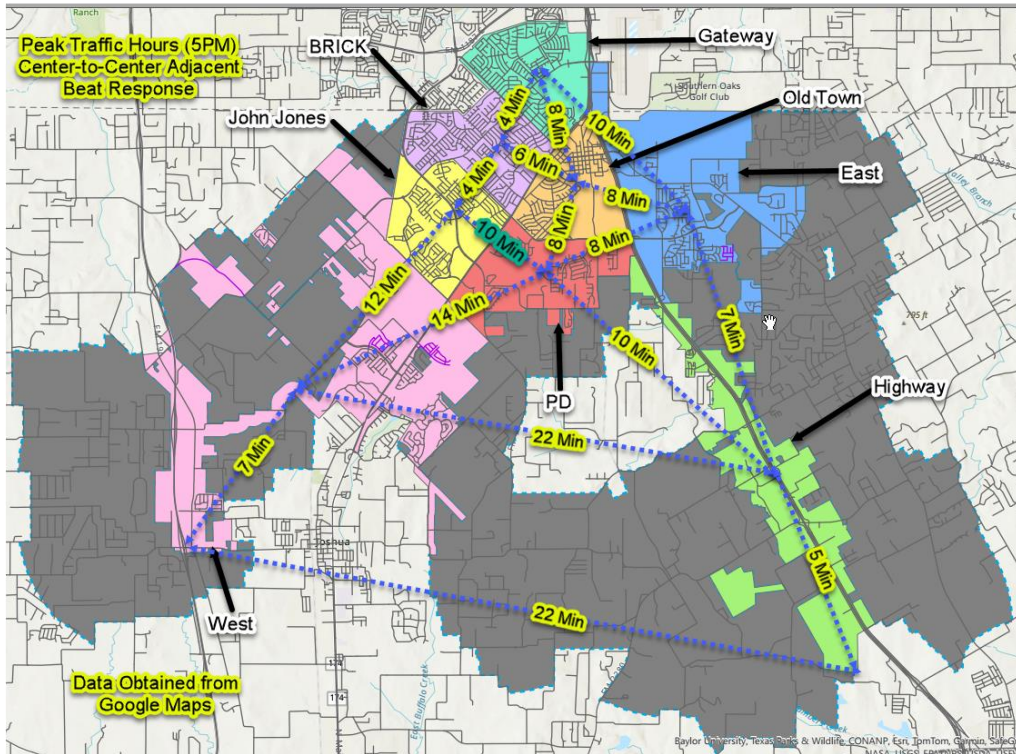
example, as demonstrated during the committee's driving of the area, it took approximately seventeen and half minutes to get to the furthest point of the West Beat (FM 917/Chisolm Trail). When an officer is pulled from the West district to assist with a call for service at Gateway Station, the time to respond back out to the furthest point of the West beat increases to upwards of 35-40 minutes during peak traffic times (Google Maps, 2024). In contrast, under the beat model, the West beat officer responding to or back from the center point of the John Jones beat will take approximately twelve minutes during peak traffic times (Google Maps, 2024).

Response Time to Adjacent Districts/Beats

One area of focus the committee wished to explore and is directly to officer safety and response times, is the travel time between the center points of adjacent districts/beats. The first map below shows the time it takes to travel from one district to another under the existing model. The second map below shows the travel times under the beat model. The data for both was pulled from Google Maps with a condition of a 5:00 PM on a Friday. The dotted lines do not show the route taken, rather is there for demonstrative purposes.



As shown above, the travel times to and from the center point of the West district to the remaining three districts ranges from 16-18 minutes. The travel time from North to South District is approximately six minutes and the travel time from the South to East District is approximately six minutes.



With the new beat alignments, the travel time is significantly reduced across the board. In the main areas of the city, the travel times range from 4-10 minutes. The travel times to the West beat from the John Jones and PD beats ranges from 12-14 minutes. It should be noted the travel times from the southernmost portions and respective center points of the Highway and West Beats is 22 minutes.

Conclusion

Rooted in data, confirmed by the Beat Realignment Committee, and supported by all departmental sworn staff, the shift to the beat model is the best option moving forward to address the criteria of providing equitable service to the community, equitability of workload for staff, and adaptability for future growth of the community. These criteria meet the overarching objectives of the Department to provide exceptional service to the community and to create the highest level of officer safety possible. It is anticipated the department will move to the beat model in the third quarter of 2024.

The Department is aware there is the possibility of implications to other departments within the city with this transition. In order to prevent any negative implications, the Department met with the administrative staff of the Public Safety Communications Department in January 2024 and discussed pending changes within not only the beats, but a shift in patrolling philosophies. These include the discipline of beat integrity and the restructuring of call priorities. As we continue to finalize these items, Public Safety Communications will be a part of the process to ensure a smooth transition. Additionally, the Department will maintain consistent communication with IT and GIS throughout the transition and as the Department evaluates future needs of the beat configurations.