

\*\*\*\*PUBLIC NOTICE\*\*\*\*



**CITY COUNCIL WORKSHOP AND REGULAR SESSION**  
**Thursday, December 01, 2022 at 5:45 PM**  
**City Hall | 3300 Corinth Parkway**

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Pursuant to section 551.127, Texas Government Code, one or more council members or employees may attend this meeting remotely using videoconferencing technology.

View live stream: [www.cityofcorinth.com/remotesession](http://www.cityofcorinth.com/remotesession)

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- A. NOTICE IS HEREBY GIVEN** of a Workshop Session and Regular Meeting of the Corinth City Council.
- B. CALL TO ORDER**
- C. WORKSHOP AGENDA**
  - 1. Review and hold a discussion on potential amendments to the Comprehensive Land Use Plan.
  - 2. Receive a report, hold a discussion, and provide staff direction on the Electronic Recovery and Access to Data (ERAD) Recovery Product.
  - 3. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.
- D. ADJOURN WORKSHOP**
- E. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**
- F. PROCLAMATIONS AND PRESENTATIONS**
  - 1. Proclamation recognizing Antioch Christian Fellowship Church.
- G. CITIZENS COMMENTS**

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.
- H. CONSENT AGENDA**

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

  - 2. Consider and act on the purchase of Badger water meters from Atlas Utility Supply Company, in an amount not to exceed \$150,000, and authorize the City Manager to execute the necessary documents.
  - 3. Consider and act on a contract with Professional Meters Inc., for the removal of existing equipment and installation of Badger AMI on the existing City meters in an amount not to exceed \$291,519 and authorize the City Manager to execute the necessary documents.
  - 4. Consider and act on the purchase of Fairview Park playscape with Child's Play, Inc., in an amount not to exceed \$138,492 and authorize the City Manager to execute the necessary documents.

## I. BUSINESS AGENDA

5. Consider an act on an Interlocal Agreement between the City of Hurst and the City of Corinth for the purchase of goods and services from vendors under present and future contracts.
6. Consider an act on a service agreement with Latham Fence, Inc for the installation and repair of fencing, gates and carports.
7. Consider an act on a service agreement with Dac, Inc for the purchase and installation of access controls and video surveillance systems through Buyboard Contract #654-21.

## J. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

## K. EXECUTIVE SESSION\*\*

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the “Texas Open Meetings Act”), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

**Section 551.071 - Legal Advice.** (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

- a. Unauthorized third-party use of City-owned property and authorization of eviction proceedings.
- b. Discuss contracts and timing related to the Agora Transit Oriented Development (TOD) Streets.
- c. Cyber Security Update.

**Section 551.072 - Real Estate.** To deliberate the purchase, exchange, lease, or value of real property if deliberations in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- a. Project Hillside.

**Section 551.087 - Economic Development.** To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

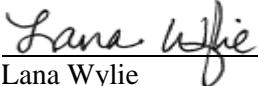
- a. Project Agora.

## L. RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS

**M. ADJOURN**

\*\*The City Council reserves the right to recess into closed session at any time during the course of this meeting to discuss any of the matters posted on this agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.071, "Consultation with Attorney" for the purpose of receiving legal advice.

Posted on this 28th day of November 2022, at 3:00 P.M., on the bulletin board at Corinth City Hall.

  
\_\_\_\_\_  
Lana Wylie  
City Secretary  
City of Corinth, Texas



**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	12/1/2022	<b>Title:</b>	Review   Comprehensive Land Use Plan
<b>Ends:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
<b>Governance Focus:</b>	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Review and hold a discussion on potential amendments to the Comprehensive Land Use Plan.

**Item Summary/Background/Prior Action**

The purpose of this workshop discussion is to review the future land designations of several areas of the City as identified in the “Envision Corinth 2040 Comprehensive Plan.” This topic was previously discussed during a City Council Workshop on April 7, 2022. The table below identifies the 1) location, 2) Future Land Use Plan designation per the 2040 Plan, 3) Existing Land Use, and 4) Comments/Staff Recommendation. The numbers on the list correspond to the locations on the attached Future Land Use Map.

<b>Location</b>	<b>Future Land Use Designation – 2040 Envision Corinth</b>	<b>Existing Land Uses</b>	<b>Comments/Staff Recommendation</b>
<b>1.</b> North side of Lake Sharon Dr., west of Oakmont Dr. (Endeavor)	Mixed-Residential (6-10 dwelling units per acre)	Vacant	Site bordered on the north by the Oakmont CC Golf Course  The existing zoning of PD-6 & PD-24 permits neighborhood commercial at the corner with the balance of the property zoned for patio homes, townhomes and duplexes.  <i>Recommend no change</i>
<b>2.</b> North and south sides of Lake Sharon Dr. between Post Oak Dr. and Parkridge Drive	Mixed Residential	North side of Lake Sharon Dr. - vacant & developing single family neighborhoods South side of Lake Sharon Dr. - Predominately vacant,	Property surrounded by existing or developing single-family neighborhoods. The 455-lot Ashford Park development is significant deviation from Mixed Residential.  <i>Recommend the Future Land Use Map</i>

<b>Location</b>	<b>Future Land Use Designation – 2040 Envision Corinth</b>	<b>Existing Land Uses</b>	<b>Comments/Staff Recommendation</b>
<p>3. East side of N. Corinth St., between NCTC and Shady Shores Rd.</p>	<p>Mixed Use - TOD</p>	<p>2 homes and gas wells Low Density SF</p>	<p><i>be changed to “Neighborhood”</i></p> <p>Portion of the site is the subject of the Greenway Trails PD application. NCTC provides a buffer between the desired higher density TOD-type development at Agora. The area north of NCTC should be developed in a less dense manner in respect to the existing single-family neighborhoods to the east.</p> <p><i>Recommend the Future Land Use Map be changed to Mixed-Residential</i></p>
<p>4. West side of N. Corinth St., between Pinnell Square and Shady Shores Rd, and extending along the south side of Shady Shores Rd</p>	<p>Mixed Use – TOD</p>	<p>Vacant, City Public Works facility, and Commercial</p>	<p>This area has one of the best opportunities in the city to accommodate higher employment and light industrial users. The entire area is zoned Industrial and generally is not suitable for additional high density residential.</p> <p><i>Recommend the Future Land Use Map be changed to Office/Employment</i></p>
<p>5. East side I-35E, north of Corinth Street</p>	<p>Mixed Use – TOD</p>	<p>Limited number of vacant parcels, Modular home sales, RV sales and service, pending self-storage facility</p>	<p>While this area on I-35E has multiple redevelopment opportunities, the narrow depths between I-35E and the DCTA railroad limit true mixed-use residential opportunities. Higher intensity non-residential uses appear to be more appropriate.</p> <p><i>Recommend the Future Land Use Map be changed to Retail/Commercial to mirror the west side of I-35E</i></p>
<p>6. NWC of N. Corinth St, @ Lake Sharon Dr.</p>	<p>Mixed Residential</p>	<p>Oxford at the Blvd MF and proposed Phase 2 MF</p>	<p>The current development has been in place for eleven (11) years. Proposed phase 2 will be a continuation of similar development.</p> <p><i>Recommend a “map clean-up” to Depict Mixed Use – TOD</i></p>

<b>Location</b>	<b>Future Land Use Designation – 2040 Envision Corinth</b>	<b>Existing Land Uses</b>	<b>Comments/Staff Recommendation</b>
<p>7. South side of FM 2181 west of Parkridge Dr. (Culbertson &amp; Long Lake properties)</p>	<p>Mixed Residential</p>	<p>Vacant</p>	<p>The Culbertson property is zoned SF-2 Single Family. The Long Lake property is zoned PD-36 for SF-3 Single Family and C-2 Commercial. The sites are constrained by sanitary sewer/lift station capacities. Realistic development will require some increased residential density but not higher density multi-family.</p> <p><i>Recommend no change to the Future Land Use Map but make a text change in the document to limit the density of specific multi-family uses in large PD projects</i></p>

**Staff Recommendation**

Staff is requesting feedback on the proposed amendments. The above-noted list is not intended to limit discussion on other sites in the City.

**Attachments:**

1. Envision Corinth 2040 Future Land Use Plan

# City of Corinth Land Use and Development Strategy

## Future Land Use Classification

- Neighborhood
- Mixed-Residential
- Mixed Use - TOD
- Mixed Use - Node
- Retail/Commercial
- Corridor Commercial
- Office/Employment
- Institutional/Public/Civic
- Parks/Open Space

## Road Classes

- Highway
- Major/Minor Arterial
- Collector
- Local

## Revisions

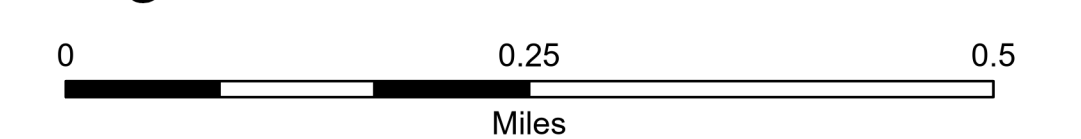
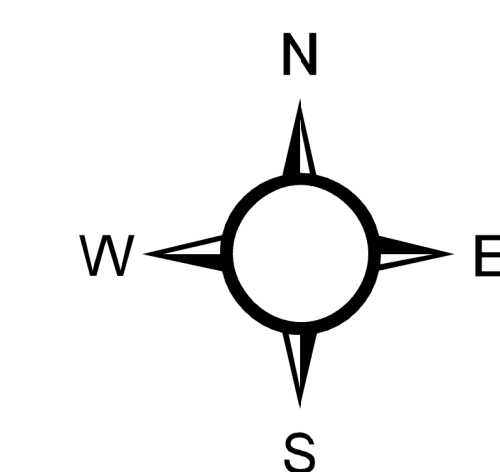
Date	Ordinance #
12/17/2020	20-12-17-40
5/5/2022	22-05-05-13
TBD	-

**Note: This Plan is to be administered in coordination with the Active Transportation Plan & Master Thoroughfare Plan**

**\*A Comprehensive Plan shall not constitute zoning regulations or establish zoning boundaries**



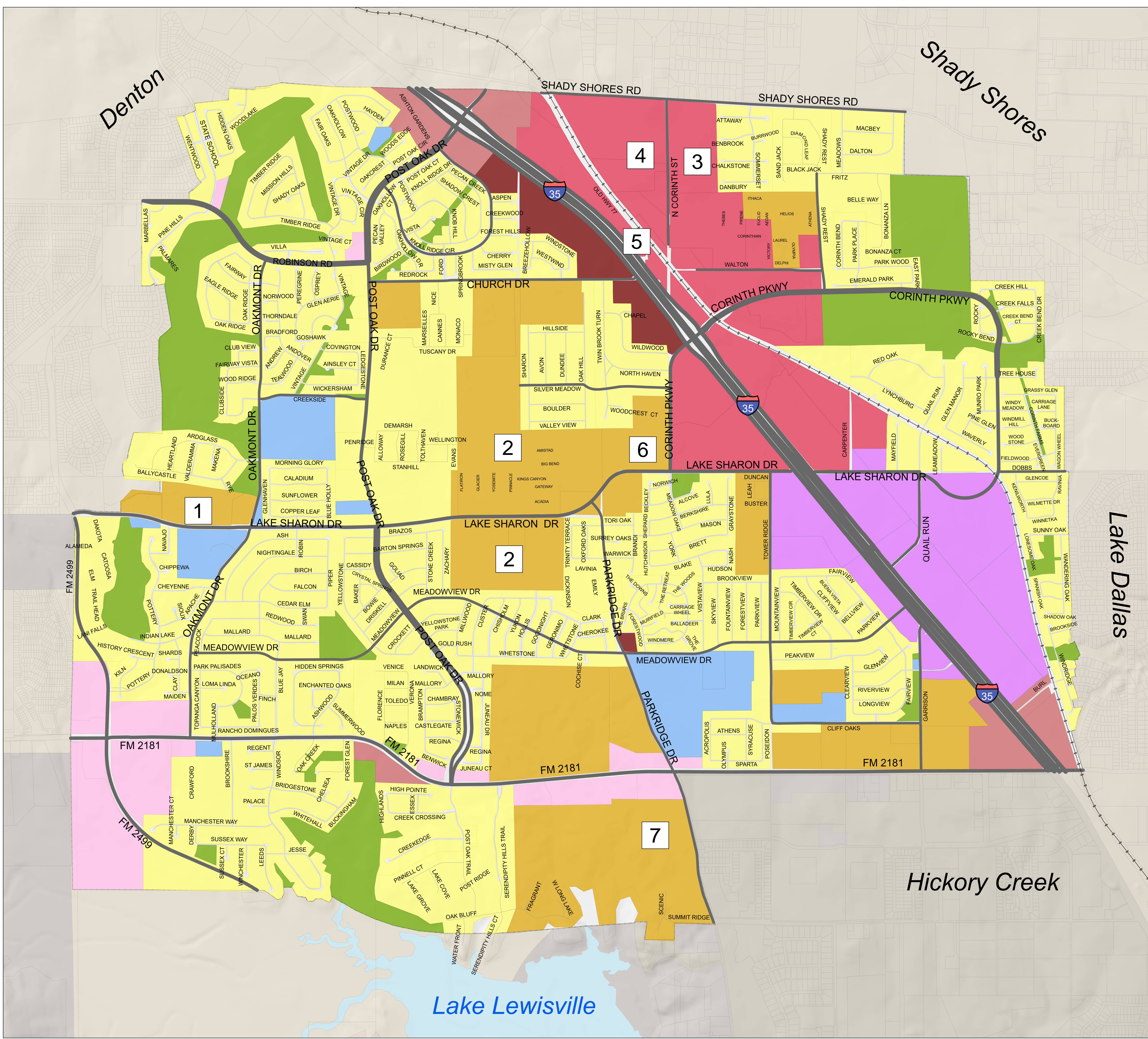
**CORINTH**  
TEXAS



5/18/2022

Print Date: 10/18/2022

This map is the property of the City of Corinth, and is not to be reproduced by any means, mechanical or digital, without written consent of the City. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	12/1/2022	<b>Title:</b>	ERAD Recovery Product
<b>Ends:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Governance Focus:</b>	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Receive a report, hold a discussion, and provide staff direction on the Electronic Recovery and Access to Data (ERAD) Recovery Product.

**Item Summary/Background/Prior Action**

ERAD-Recovery™ is a comprehensive investigative solution that allows law enforcement to inventory and analyze any plastic card confiscated during an arrest. In addition to prepaid card money laundering, ERAD also pinpoints credit and debit card fraud, identity theft, skimmer tracking, human trafficking notification, and digital currency seizures – enabling law enforcement to investigate financial crimes in matter of seconds.

ERAD gives users the power to read cards, freeze and seize funds associated with illegal or illicit activities. Law enforcement can use the ERAD platform to recover money from plastic cards or peer-to-peer payment applications once necessary access has been established.

Funds acquired through the agreement and the ERAD program are subject to final disposition pursuant to Texas Code of Criminal Procedure, Chapter 59, or any other state or federal law authorizing seizure of contraband or illegal proceeds.





**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	12/1/2022	<b>Title:</b>	Proclamation   Antioch Christian Fellowship Church								
<b>Ends:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development										
<b>Governance Focus:</b>	<i>Focus:</i> <input type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder										
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function										
<b>Owner Support:</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Planning &amp; Zoning Commission</td> <td style="width: 50%;"><input type="checkbox"/> Economic Development Corporation</td> </tr> <tr> <td><input type="checkbox"/> Parks &amp; Recreation Board</td> <td><input type="checkbox"/> TIRZ Board #2</td> </tr> <tr> <td><input type="checkbox"/> Finance Audit Committee</td> <td><input type="checkbox"/> TIRZ Board #3</td> </tr> <tr> <td><input type="checkbox"/> Keep Corinth Beautiful</td> <td><input type="checkbox"/> Ethics Commission</td> </tr> </table>			<input type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Economic Development Corporation	<input type="checkbox"/> Parks & Recreation Board	<input type="checkbox"/> TIRZ Board #2	<input type="checkbox"/> Finance Audit Committee	<input type="checkbox"/> TIRZ Board #3	<input type="checkbox"/> Keep Corinth Beautiful	<input type="checkbox"/> Ethics Commission
<input type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Economic Development Corporation										
<input type="checkbox"/> Parks & Recreation Board	<input type="checkbox"/> TIRZ Board #2										
<input type="checkbox"/> Finance Audit Committee	<input type="checkbox"/> TIRZ Board #3										
<input type="checkbox"/> Keep Corinth Beautiful	<input type="checkbox"/> Ethics Commission										

**Item/Caption**

Proclamation recognizing Antioch Christian Fellowship Church.

## PROCLAMATION

### *In Recognition of Antioch Christian Fellowship Church*

- WHEREAS,** *Pastor Respass and First Lady Respass served under the leadership of Dr. B.W. McClendon, Sr. at St. James Missionary Baptist Church in Austin, Texas; and*
- WHEREAS,** *Pastor Respass and First Lady Respass founded Antioch Christian Fellowship in 2002, a non-denominational, multicultural, bible-believing Christian Church; and*
- WHEREAS,** *The ministry includes Lead Pastor Respass, Assistant Pastor Pettis, Pastor of Youth and Children Mohair, Pastor of Discipleship Rabsatt, Pastor of Service Stewart and many others who carry out the mission, vision, and beliefs of the church; and*
- WHEREAS,** *Pastor Respass' mission is to evangelize the lost, disciple the saved, and serve the Lord, to reach the forgotten, make and multiply disciples, and train pastors and leaders, planting churches that multiply and partner with others; and*
- WHEREAS,** *The culture of Antioch Christian Fellowship Church is LOVE and grows through their faith in Jesus Christ and commits to a culture of nurturing, sincerely expressing love for God through worship, service, and lifestyle; and*
- WHEREAS,** *There is mutual love and respect for each member of the church family and neighbors in the community, a Christian congregation, unashamedly demonstrating love for each other; and*
- WHEREAS,** *Antioch Christian Fellowship Church is celebrating 20 years in the City of Corinth.*

**THEREFORE, BE IT RESOLVED** *that, I, Bill Heidemann, Mayor of the City of Corinth, hereby recognize and celebrate the 20-year anniversary and commitment of Pastor and First Lady Respass and the Antioch Christian Fellowship Church.*

*Signed this 1st day of December 2022.*

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*Bill Heidemann, Mayor  
City of Corinth, Texas*



**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	12/1/2022	<b>Title:</b>	Purchase   Atlas Purchase for Meters
<b>Ends:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Governance Focus:</b>	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider and act on the purchase of Badger water meters from Atlas Utility Supply Company, in an amount not to exceed \$150,000, and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

Purchase of meters, endpoints, fire hydrant meters, and end connectors in an amount not to exceed \$150,000 with shipping. Atlas Supply Company is the local representative for Badger products and is the only authorized seller in our area, therefore this will be a sole source purchase.

Public Works will purchase 338 new meters, replace 10 existing meters with “smart” meters in Public Works’ first maintenance zone, replace all 4” meters to more accurate ultrasonic meters, and purchase miscellaneous parts throughout the year. Approval by the City Council will allow Public Works additional spending for the reoccurring maintenance of \$28,000.

**Financial Impact**

The purchase of replacement meters was budgeted for FY 2022-23 using Utility Meter Replacement Fund of \$100,000. The FY 22-23 Utility Fund Operation and Maintenance budgeted for an additional \$81,714 for transponder, meters, and backflows.

**Staff Recommendation/Motion**

Approve the purchase of Badger water meters, including reoccurring maintenance from Atlas Supply Company, in an amount not to exceed \$150,000, and authorize the City Manager to execute the necessary documents.



# ATLAS UTILITY SUPPLY COMPANY

2301 CARSON STREET  
 FORT WORTH, TEXAS 76117-5212  
 817.831.4275 FAX 817.831.1014  
 EMAIL: SALES@ATLASUTILITY.COM

PA Section H, Item 2. E

Page 1

Printed 10/03/22 DKJ

**Quoted**  
 CITY OF CORINTH  
 EMAIL INVOICE  
 3300 CORINTH PARKWAY  
 CORINTH TX 76208  
 Buyer: RUSTY GUZMAN  
 Tel:940-498-3200 Fax:940-321-4508

**Ship To**  
 CITY OF CORINTH  
 EMAIL INVOICE  
 3300 CORINTH PARKWAY  
 CORINTH TX 76208

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q005996	10/03/2022	11/02/2022	0001144			DKJ
Job ID	Customer Terms			Salesman		
	NET 30 DAYS Std			DENNIS JOHNSON JR		
Product	Description	UM	Quant	Unit Price	Extension	
BMM25 BB USG	BADGER WATER METER 5/8 X 3/4 USG BB/PL - LOW LEAD  -M25 BARE W/ BRONZE BTM - USG REGISTER, PL/PS -TORX SCREW	EA	338	90.00	30420.00	
BM6X24ESERIES T	BADGER 6" X 24" LEAD FREE, BRONZE, E SERIES METER WITH USG REGISTRATION, HRE LCD ENCODER, TWIST TIGHT CONNECTOR, WITH 10' WIRE LEAD	EA	2	4295.00	8590.00	
BMM120 W/TP USG	BADGER 1 1/2" M-120 DISC METER ELLIP LONG, USG PLPS, WITH TEST PLUG - M120 DISC, PL/PS, USG - W/ TEST PLUG, ELLIP, LONG.	EA	1	495.00	495.00	
BM1.5T160W/ISTR	BADGER 1.5" T-160 TURBO METER WITH TEST PLUG, LOCAL USG REGISTER PL/PS, ELLIPTICAL FLANGES & INTEGRAL STRAINER -TORX SCREW	EA	4	1050.00	4200.00	
BMM70 BB USG	BADGER 1" M-70 METER, WITH BRONZE BOTTOM, LOCAL USG REGISTER, PLASTIC LID AND SHROUD AND TORX SCREW - M70 1" METER BRONZE BOTTOM - USG REG. PL/PS, TORX.	EA	1	250.00	250.00	
BMO LTE-M CELLE	BADGER CELLULAR LTE-M ENDPOINT WITH TWIST TIGHT CONNECTOR -ORION LTE-M -TWIST TIGHT CONNECTOR -THRU-LID MOUNTING KIT	EA	2	135.00	270.00	

Continue...



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2301 CARSON STREET  
FORT WORTH, TEXAS 76117-5212  
817.831.4275 FAX 817.831.1014  
EMAIL: SALES@ATLASUTILITY.COM

PA Section H, Item 2. E

Page 2

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CITY OF CORINTH  
EMAIL INVOICE  
3300 CORINTH PARKWAY  
CORINTH TX 76208  
Buyer: RUSTY GUZMAN  
Tel:940-498-3200 Fax:940-321-4508

**Ship To**  
CITY OF CORINTH  
EMAIL INVOICE  
3300 CORINTH PARKWAY  
CORINTH TX 76208

Quote # Q005996	Quote Date 10/03/2022	Exp Date 11/02/2022	Customer # 0001144	Customer P/O #	Ship Via	Writer DKJ
Job ID			Customer Terms NET 30 DAYS Std		Salesman DENNIS JOHNSON JR	

Product	Description	UM	Quant	Unit Price	Extension

X: _____ (Accepted by)	Sub Total	\$44,225.00	<b>T o t a l</b>
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	
			<b>\$44,225.00</b>

**MESSAGE**

**TERMS**



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**Quoted**

CITY OF CORINTH  
 EMAIL INVOICE  
 3300 CORINTH PARKWAY  
 CORINTH TX 76208  
 Buyer: KENNETH NIXON  
 Tel:940-498-3200 Fax:940-321-4508

**Ship To**

CITY OF CORINTH  
 EMAIL INVOICE  
 3300 CORINTH PARKWAY  
 CORINTH TX 76208

Quote # Q005997	Quote Date 10/03/2022	Exp Date 11/02/2022	Customer # 0001144	Customer P/O # KENNY	Ship Via WILL CALL	Writer HJ
Job ID			Customer Terms NET 30 DAYS Std		Salesman DENNIS JOHNSON JR	

Product	Description	UM	Quant	Unit Price	Extension
BMM25 E	SERIES T BADGER 5/8" X 3/4" BRONZE OR STAINLESS E-SERIES METER WITH HR-E LCD USG ENCODER AND 5' TWIST TIGHT CONNECTOR  -5/8" x 3/4" E SERIES - STAINLESS STEEL or BRONZE - USG - TWIST TIGHT 5'	EA	25	200.00	5000.00
BMO LTE-M	CELLE BADGER CELLULAR LTE-M ENDPOINT WITH TWIST TIGHT CONNECTOR -ORION LTE-M -TWIST TIGHT CONNECTOR -THRU-LID MOUNTING KIT	EA	25	135.00	3375.00

X: _____ (Accepted by)	Sub Total	\$8,375.00	<b>T o t a l</b>  <b>\$8,375.00</b>
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	

**MESSAGE**

**TERMS**



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**Ship To**  
 CITY OF CORINTH  
 EMAIL INVOICE  
 3300 CORINTH PARKWAY  
 CORINTH TX 76208

Quote # Q005999	Quote Date 10/03/2022	Exp Date 11/02/2022	Customer # 0001144	Customer P/O # ENDPOINTS AND EN	Ship Via BEST WAY	Writer DKJ
Job ID			Customer Terms NET 30 DAYS Std		Salesman DENNIS JOHNSON JR	

Product	Description	UM	Quant	Unit Price	Extension
BMM25 HRE TWIST	BADGER 5/8" X 3/4" M-25 USG 8 DIAL HRE ENCODER ONLY WITH 5' TWIST TIGHT CONNECTOR	EA	338	70.00	23660.00
	-M25 HRE 8 DIAL USG - 5' TWIST TIGHT CONNECTOR				
BMM120 HRE TWIS	BADGER 1 1/2" M-120 USG 8 DIAL HRE ENCODER ONLY WITH 5' TWIST TIGHT CONNECTOR	EA	1	70.00	70.00
BM1.5T160 HRE T	BADGER 1.5" TURBO T-160 HR-E 8 DIAL USG ENCODER WITH TWIST TIGHT CONNECTOR AND 10' LEAD	EA	4	70.00	280.00
BMM70 HRE TWIST	BADGER 1" M-70 8 DIAL USG HRE ENCODER ONLY WITH 5' TWIST TIGHT CONNECTOR	EA	1	70.00	70.00
	- 1" M70 HRE 8 DIAL USG - 5' TWIST TIGHT CONNECTOR - TORX SCREW				
BMO LTE-M CELLE	BADGER CELLULAR LTE-M ENDPOINT WITH TWIST TIGHT CONNECTOR	EA	340	135.00	45900.00
	-ORION LTE-M -TWIST TIGHT CONNECTOR -THRU-LID MOUNTING KIT				

X: _____ (Accepted by)	Sub Total	\$69,980.00	<b>T o t a l</b>  <b>\$69,980.00</b>
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	

**MESSAGE**

**TERMS**



**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	12/1/2022	<b>Title:</b>	Contract   Badger AMI Meter Installation Contract
<b>Ends:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Governance Focus:</b>	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input checked="" type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input checked="" type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  Parks and Recreation Board recommended the cost and layout		

**Item/Caption**

Consider and act on a contract with Professional Meters Inc., for the removal of existing equipment and installation of Badger AMI on the existing City meters in an amount not to exceed \$291,519 and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

Advanced Metering Infrastructure (AMI) is an integrated system of water meters, communication networks and data management systems that enable two-way communication between meter endpoints and utilities. During FY22, the Council authorized the transition of the City’s metering system to the Badger AMI, which included the purchase of transponders to replace the existing system. Due to supply chain issues, the equipment delivery will be in December 2022.

On October 4 and October 11, the city published a Best Value Bid. Three organizations submitted proposals on October 20. Upon evaluation of the proposals, it was determined that Professional Meters Inc provided the best value proposal to install the Badger AMI system on the existing City Meters. The project is expected to be completed by August 2023.

**Financial Impact**

The FY 2022-23 budget included new program funding of \$300,000 in the Utility Fund Water Division.

**Staff Recommendation/Motion**

Staff recommends approval of the contract with Professional Meters Inc., for the removal of existing equipment and installation of Badger AMI on the existing City meters in an amount not to exceed \$291,519 and authorize the City Manager to execute the necessary documents.







**VENDOR REFERENCES**

Please list three (3) Government references, **other than the City of Corinth**, who can verify the quality of service your company provides. The City prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this bid.

**REFERENCE ONE**

GOVERNMENT/COMPANY NAME: Coppell, TX  
LOCATION: Coppell, TX  
CONTACT PERSON AND TITLE: Kim Tiehen, Asst Director of Finance  
TELEPHONE NUMBER: 972-304-3693  
SCOPE OF WORK: Install 13,327 water meters  
CONTRACT PERIOD: 11/2018-7/2019

**REFERENCE TWO**

GOVERNMENT/COMPANY NAME: Yuba City, CA  
LOCATION: Yuba City, CA  
CONTACT PERSON AND TITLE: Nicholas Menezes, Assistant Engineer  
TELEPHONE NUMBER: (530) 822-4640  
SCOPE OF WORK: Install 17,000 Badger meters and transmitters  
CONTRACT PERIOD: 11/2020-01/2022

**REFERENCE THREE**

GOVERNMENT/COMPANY NAME: JAMES CITY SERVICE AUTHORITY, VA  
LOCATION: James City County, VA  
CONTACT PERSON AND TITLE: Stephanie Luton, Asst. General Manager  
TELEPHONE NUMBER: Stephanie.Luton@jamescitycountyva.gov  
SCOPE OF WORK: Install 14,000 registers  
CONTRACT PERIOD: 4/2019-9/2019

# CERTIFICATE OF INTERESTED PARTIES

Section H, Item 3.

FC

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:  
 2022-945311

Date Filed:  
 10/17/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Professional Meters, Inc.  
 Morris, IL 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 CORINTH

**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.**  
 1155  
 WATER METER 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.**

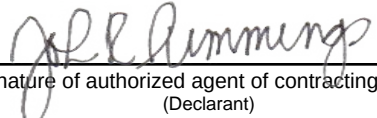
**6 UNSWORN DECLARATION**

My name is JOHN CUMMINGS, and my date of birth is 07/19/63.

My address is 3605 N STATE ROUTE 47, STE E, MORRIS, IL, 60450, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in GRUNDY County, State of ILLINOIS, on the 17 day of OCT, 20 22.  
(month) (year)

  
 Signature of authorized agent of contracting business entity (Declarant)

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

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

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_ Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** \_\_\_\_\_  
Signature of vendor doing business with the governmental entity

10/17/22  
\_\_\_\_\_ Date

CITY OF CORINTH BID #1155  
WATER METER RETROFIT SERVICES  
**CERTIFICATION FORM**

Section H, Item 3.

**In submitting this bid, the bidder agrees and certifies to the following conditions:**

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be 120 calendar days unless a different period is noted by the respondent.
4. The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other respondent or to any employee of the City of Corinth prior to the official opening of this proposal.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal. The respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.
6. The respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Respondent verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
8. Respondent affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization pursuant to Texas Government Code Chapter 2252, Subchapter F.
9. Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
10. Company verifies that it 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 this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
11. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
12. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
13. The undersigned understands they are responsible for monitoring the Bonfire website at <https://cityofcorinth.bonfirehub.com/> to ensure they have downloaded and signed all addenda required for submission with their response.
14. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 \_\_\_\_\_ Add. No. 2 \_\_\_\_\_ Add. No. 3 \_\_\_\_\_ Add. No. 4 \_\_\_\_\_ Add. No. 5 \_\_\_\_\_

Company Name: PROFESSIONAL METERS, INC.

Principal Place of Business Address, City, State, Zip: 3605 N STATE ROUTE 47, STE E, MORRIS, IL 60450

Principal Place of Business Phone Number: 815-942-7000 Fax Number: 815-941-1091

**AUTHORIZED REPRESENTATIVE:**

  
Signature  
JOHN CUMMINGS

Printed Name  
ADMIN@PROMETERS.COM

Email Address

10/17/2022  
Date  
VICE PRESIDENT

Title  
815-942-7000

Phone



### Scope of Services

During the Project Planning Phase, PMI will work with the City to develop an installation schedule for the project. This schedule will consider product delivery dates, utility black-out dates, and route clean up. Other tasks that will be accomplished prior to commencing installations include:

- Establish Communication Matrix for routing issues or questions for City personnel.
- Develop Customer Communication notifications and submit for approval to the utility.
- Receive an initial City data file with accounts targeted for upgrade. This data file will serve as a basis for PMI WOMS and the deployment plan. Due to the longevity of this project, PMI will work with the City to develop a schedule for receiving updated city data files.
- Create PMI Project Portal. A password-protected project web portal will be developed for this project allowing project personnel access to a wide variety of progress and installation reports. Install data including photos will be accessible via this portal.
- Develop a project-specific workflow for PMI's iOS-based Field Tool app. PMI will collect installation data, including photos, via PMI Field Tool.
- Receive City billing schedule and blackout schedule (if applicable). This will be imported into PMI WOMS and considered during project planning.
- Develop installation data upload file. PMI will format installation data for City personnel to upload meter exchange data en-masse via the web portal or FTP site.
- Establish a project-specific Quality Control/Quality Assurance Program. Field staff and quality control technicians will be trained on manufacturer installation procedures, proper photo collection, and data collection requirements.
- Establish a project-specific Safety Plan. Safety Plan will incorporate project description, organization and responsibilities, general safety requirements, training requirements, and emergency responses.
- Receive access to AMI meter reading software. If made available, PMI will import a daily read file to PMI WOMS to ensure each meter is successfully reporting to the system prior to upload to the City.
- Receive inventory certification files from the Meter Manufacturer. PMI imports inventory serial numbers and size data into its WOMS to serve as a quality control measure.
- Establish installation project schedule to meet production goals. This schedule will consider utility billing schedule and blackout schedule, utility holidays, product delivery schedules, and utility preferences.

During Mass Deployment, PMI will provide consistent management support for installation efforts. Deliverables include:

- Address and manage customer questions, concerns, and claims. All issues are recorded with timestamp and pictures and made available for City review on the project portal.
- Attend project update meetings, as necessary. PMI Field Installation Manager will be onsite for the duration of the project and will be available for all meetings. PMI Project Manager will be onsite as necessary and will always be available for project update meetings remotely.
- Coordinate with City staff regarding material delivery dates and installation schedule.
- Create project-specific reports to be displayed on the project web portal. PMI's web portal is completely customizable and can display any reports the City requires.
- Provide inventory security and management. PMI barcode scans inventory into possession for tracking purposes. Additionally, PMI scans inventory into installer vehicles at the beginning of the day and out of installer vehicles at the end of the day for tracking purposes.
- Quality check installation data. All installation data will be subject to a series of automated checks and every installation is photo reviewed to ensure proper old read collection and proper installation.
- Upload quality-checked installation data to the project portal or FTP site daily.
- Update installation schedule. Schedules will be posted to the project web portal and continually updated.
- Coordinate with City staff to reconcile data, customer response, and field issues.

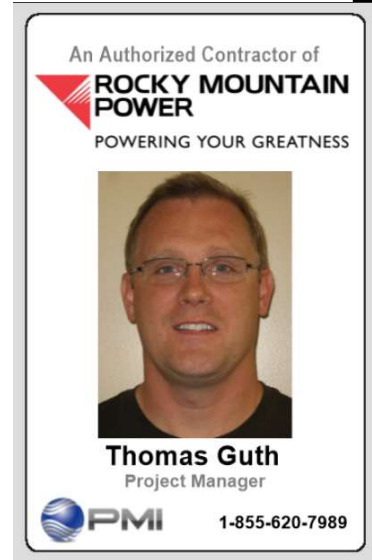
### **Installation Plan**

PMI has developed a formal training program for all meter installers that encompasses personal safety, proper equipment operation, and good driving skills. In addition to work order and field installation training, training is provided on customer service, meter reading, revenue protection, product, work order systems, basic metering, and project-specific requirements. All technicians receive classroom and one-on-one onsite training with a seasoned PMI technician.

All production is validated by our specialized quality control technicians with our processes exceeding limits set within the contract specifications. Project managers and field managers monitor every technician's daily production for error rates, keying errors, time lapses and overall quality. Any installer making repeated errors will be re-trained or removed from the project. Our program ensures all employees are being trained by our experts with the latest technology and with the proper OSHA safety regulations - regardless of the type of meter installation.

PMI will equip each installation crew with the tools, data collection devices, and miscellaneous supplies needed to successfully complete a given meter installation. All vehicles are company owned and clearly labeled with a PMI logo. Installers wear high visibility uniforms with PMI logo and picture ID.





All installation data is collected electronically via our proprietary iOS-based Installation Field Tool app. All data collected ranging from installation data, quality control data, photographs, and GPS coordinates are seamlessly collected and posted to the project web portal on near real time basis. Installation data will undergo a series of quality checks and **one hundred percent photo review** before being released to the utility for electronic upload to the billing system.

Field Managers will divide up scheduled accounts in each route to each installer. During the daily morning briefing, Installers are issued their work orders for the day and are assigned a vehicle with appropriate equipment for the targeted work orders. Installers then proceed to the designated locations.

PMI Field Tool preloads every handheld with a work order for each targeted installation and all pertinent existing meter data is available to the installer at the time of installation. Each account is assigned a unique "PMI" number for identification. When the installer arrives at a location and inputs a PMI number, they will be prompted to verify they are at the correct location:

< Installs Page 1NavigateNext >

**PMI Number**  
9307

---

**Address**  
3034 THOMPSON AVE

---

**Is this address correct?**

YES                      NO

PMI Field Tool uses simple, direct instructions to gather project-specific information. PMI’s Field Tool workflow is completely customizable and virtually any data field can be collected during the installation process:

< Out ReadNavigateNext >

**Enter Out Read of Old Meter**

< Meter I...NavigateNext >

**Incoming Pipe Size**

Select...

1/2-inch

3/4-inch

1-inch

**Pipe Type**

Copper

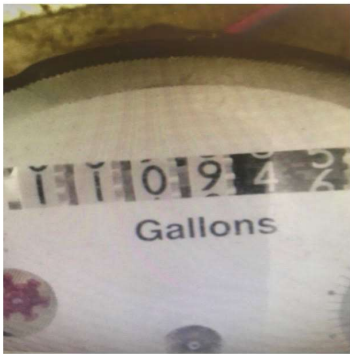
PVC

Galvanized

Lead

Other

**Get Photo of Out Read**



PMI's Field Tool serves as both a collection device for new installation data as well as a quality tracking tool. A series of QA/QC questions are collected at the end of every installation:

The screenshot shows a mobile application interface with an orange header bar containing a back arrow, the text "Final C...", "Navigate", and "Next". Below the header, there are four sections of questions, each with "YES" and "NO" options:

- Flow Direction Correct?**
  - YES
  - NO
- Found OFF/Left OFF --- Found ON/Left ON
  - YES
  - NO
- Connection Water-tight?**
  - YES
  - NO
- Work Area Clean?**
  - YES
  - NO

### Potential Installation Complications

Prior to installation, the installer will identify any potential obstructions or RTU conditions that would cause the meter to NOT be properly installed. If it is deemed that the installer cannot complete the installation prior to shutting the water off, the installer will mark the account as "Unable to Install". All "Unable to Install" accounts are reported to the field manager or special installation crew to determine the feasibility of installation. If the meter can be installed, it will be installed by the special crew. If the meter cannot be installed using reasonable installation techniques, the meter account will be remanded to utility (RTU).

Incidences that could warrant an RTU include:

- **Due Diligence:** After 3 attempts have been made to access an account, PMI will RTU for Utility assistance. All occurrences of attempts will be documented and time-stamped in PMI web portal.
- **Customer Refusal/ Opt-Out:** If customer opts-out, their meter will temporarily be put on an opt-out list for the Utility to verify. Once the Utility has verified that the account is opted out, the account will be permanently removed from the targeted installation list. All opt-outs will be posted to the PMI Web Portal for review and reporting.
- **Obstructed Meter:** Typical obstruction for standard pit meter installations include car parked on top of meter pit, fence over the top of meter box, locked gate or anything that prevents the installer from accessing the meter, obstructed meter or meter couplings due to meter pit box or roots. Instances where there is a locked gate, a door hanger will be left asking the resident to call and schedule a time for installation. PMI will attempt to schedule a locked gate 3 times prior to RTU.
- **Unsafe Situation:** These installations will be marked as "unable to install" and will be investigated by Field Manager.

- Pre-existing Damage or severely deteriorated plumbing: If the meter setting is leaking or damaged, or if damage appears imminent, the installer will record the conditions, including pictures.
- Confirming Validity of RTU: All meters that are targeted for RTU status will be reviewed by the Field Manager prior to actual RTU status. All RTU and unable to install accounts will be posted to the PMI Web Portal (including photos) for reporting and customer Utility acknowledgement.

PMI will strive to complete the project with as little burden and disruption to City personnel as possible. In order to complete the project as efficiently and smoothly, PMI recommends the City to provide the following:

- Sufficient quantities of product to allow for the uninterrupted installation of all meters targeted for upgrade.
- A complete database of targeted accounts. Preferred target installation data file will include data fields of Meter Serial Number, Account Number, Route and Cycle information, Last Reading, Active or Inactive Status, Owner/Occupant Information, Meter Size/Type Data, Meter Location, Existing Transmitter/ERT number, and Job Type/Scenario.
- Uploading installation data to the billing system and coordinating with billing system vendor as needed. PMI will collect, quality review, properly format the data, and post the data to the project portal such that it is suitable for upload into the billing system.

#### PMI Data Management Plan

PMI uses a proprietary Installation Tracking System (PMI-ITS) for managing, collecting, and tracking field data. The PMI-ITS will serve as the central repository for all installation data collected throughout the project. A web-based interface will be developed allowing project personnel password protected access to a wide variety of project tracking statistics, installation data, problem logs, inventory tracking systems, and progress reports.

PMI WOMS has a number of established reports that have been used for accurately tracking the progress and quality of installations. Below is a list of the most commonly used reports within the WOMS.

- **Missed read report:** PMI requires a daily read file from the Badger system. PMI compares installation data against the daily read file for a quality check to make sure the previous days installations are successfully reporting into the system. In the event a meter is not reporting successfully after installation, a troubleshooting crew will be sent to the location to investigate.
- **Install report:** a list of all installed meters and associated serial numbers and readings.
- **Daily install report:** a high-level view of quantity of installations for the day.
- **Weekly install report:** a high-level view of quantity of installations for the week.
- **Install Detail:** a detailed view of the individual work order to include a historical tracking of the new meter readings, pictures of the install, old and new serial numbers, GPS with

map of location, installation notes, call center notes, and all utility-provided information regarding the account.

- **Upload Summary:** a list of all accounts ready for upload into UBS.
- **Invoice Backup:** a list of all accounts ready for invoice.
- **Photo Review:** a tool used by customer to grade the quality of photos taken in the field.
- **Error Summary:** a listing of all meters that did not pass the initial error checking process and photo review.
- **Bad read report:** a list of accounts where the reading did not meet the high/low consumption criteria.
- **Serial number mismatch:** a list of meters where the found serial number did not match the serial number provided by the Utility.
- Additional reports can easily be created and posted to the project portal for utility use on an as-needed basis.

Project progress is tracked by zone, date, and install type and will be presented to project personnel in report and graphical form:

Water Install Progress

May 2018						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

Zone	Total
1-29	25
1-30	131

Export to Excel

PMINo	Zone	Name	Address	Time Stamp	Job Type	Old Meter	Size	New Meter	Transmitter	Outread
10705	1-30	LEWIS TR, WR/DB	1420 F STREET	5/9/2018	MeterChange	57865903	1-inch E-Series E55	17129113	0062971096	1653

A given installation record can quickly be found using the search function or clicking a hyperlink from a variety of locations throughout the web portal:

**Account Information**

PMI Number: 22565	Account Number: 24210	Account Type: WTR
Location Code:	Customer Code: 24210	Zone: 15
Name: WYATT, R W	Address: 3307 CUMBERLAND AVE	Job Type:
Phone1:	Phone2:	Status: Install

**Meter Information**

Meter: 158625	Transmitter: WTR	Last Read: 114
Size: 5/8-inch	Install Type: WTR	Last Reading Date:
Location: In front, R. of drive		

**Appointment Information**

Scheduled Date:	Scheduled Time:
-----------------	-----------------

**Install Information**

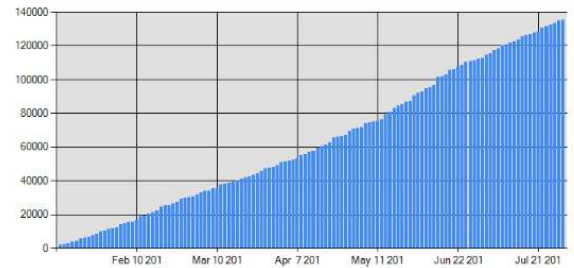
Install Date: 1/13/2017	Out Read: 116	Old Meter: 158625
Outside Read: 0	High Flow Read:	Low Flow Read:
Meter Size: 3/4-inch	Meter: 81408690	Transmitter: 85241094
Lid Type:	Install Notes:	
Installed By: J. Martin	Latitude: 33.891210	Longitude: -98.534236

**Read Information**

Current Read: 135480	Current Read Date: Aug 1 2017 7:37AM
-------------------------	---

**Upload Information**

Upload: 01/16/2017	Invoice: 01/25/2017
-----------------------	------------------------



Install Records						
PMIDo	Time Stamp	Able To Install	Install Disposition	Install Notes	Meter	Transmitter
22565	1/12/2017	L				
22565	1/13/2017	Y			81408690	85241094

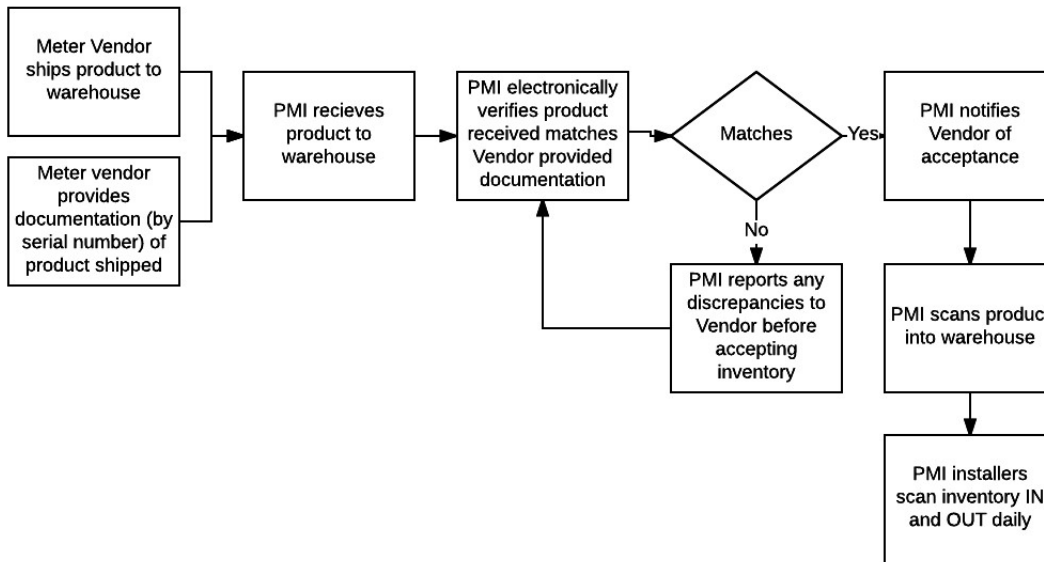
Last 7 Reads		
Meter	Reading	Read Date
81408690	90384.0	May 30 2017 7:46AM
81408690	87360.0	May 26 2017 8:32AM
81408690	86561.0	May 25 2017 7:23AM
81408690	85342.0	May 23 2017 12:32AM
81408690	84623.0	May 22 2017 4:38AM
81408690	82945.0	May 19 2017 8:30AM
81408690	80817.0	May 17 2017 4:32AM

PMI's portal can interface with the Badger meter reading software and a daily read will be posted to each work order in both a tabular and graphical format (as shown above).

### Inventory Tracking

PMI uses a very robust industry leading inventory control process. The process begins with a factory file provided by Badger listing all serial numbers shipped to the yard. As PMI begins to take possession of the meters and endpoints, they are barcode scanned into PMI inventory creating a "stock" inventory. Each day, meters and endpoints are taken from "stock" and

scanned into each installation vehicle creating a “rolling” inventory. As the meters are installed, the serial numbers are quality checked against PMI inventory file. At the end of the day, meters and endpoints are scanned back into stock inventory and a final reconciliation of daily rolling, installed meters, and stock inventory is calculated. If there is a discrepancy in the rolling, stock and calculated inventory, a report is generated for the field manager to reconcile.



**Quality Control**

Due to PMI’s high standards for its production team, a stringent quality assurance and quality control (QA/QC) program has been established. PMI has specialized quality assurance technicians assigned to every project. All projects begin with 100 percent verification of every installer’s work for the first two weeks of production. Error rates are tracked electronically through our data verification process. If a technician’s error rate falls below the standard, the technician is retrained for an additional period. PMI provides consistent and strict quality verification for the remainder of the project using retraining and corrective actions as appropriate. These standards have earned PMI an outstanding quality performance record.

The hallmark of our company is our ability to rapidly deploy new meter reading systems while simultaneously collecting and transmitting the highest quality installation data. We believe the proprietary systems we use to collect and scrub installation data results in our customer’s being delivered unparalleled installation data quality.

PMI takes a series of installation photos during the installation process. A pre-installation photo, old meter reading photo, old serial number photo, new meter and transmitter photo, completed installation photo, and a final photo of the site with the lid secured and mounted. All installations are photo reviewed and compared against the data collected to ensure quality installation and a final clean worksite.

PMI uses the Badger daily read file to compare installation records against the network reporting reads. This confirms the serial number combination for meter/transmitter and verifies the register is transmitting properly with the system. PMI uploads to daily read file to its

work order management system to present read data directly on the project portal, enabling our team to track missed and stale reads and remedy any read issues efficiently.

Reading Rate						
Total	Good	No Read	Bad Read	Stale	Unable	Read Rate
7858	7664	141	0	53	0	97.53

Using PMI’s advanced data reconciliation techniques, we can drastically reduce the number of mistakes in the field before it is entered into the Billing System. All installation data is subjected to quality control checks including:

- Job Type verification
- Premise verification
- Mistyped/scanned meter and transmitter numbers
- Meter/Transmitter pair verification
- GPS location verification
- Size verification
- Read verification

If an installation record is flagged by one of the automated quality control checks, the installation record is presented to the Field Manager for resolution on an Errors Summary report. The Field Manager is responsible for investigating the errors and creating a “Field Note” associated with the work order with a resolution to the error. Each project is assigned Quality Control Technicians with the ability to edit installation data. Quality Control Technicians will use the information in the manager’s field note to update the installation data with the correct data prior to upload. The system’s redundancies and checks and balances structure ensures that accurate data is uploaded 99.9% of the time.

Additionally, **100% of meter installations are photo reviewed** to ensure proper old read collection, validate old serial number if visible, validate new meter and transmitter numbers if visible and confirm meter and transmitter appear properly installed and lid properly seated. The photo reviewer is trained to verify photo quality and content and error rates are tracked electronically on the web portal. Any installation failed by the photo reviewer will be presented in a Photo Fail Summary report to the Field Manager who *must* review installation record prior to approving for upload.

### Photo Fail Summary

Note's For Photo Reviewer						
#	id	Project	Project Note	Field Manager	Field Manager Email	Field Manager Note
<a href="#">Edit</a>	96	Sachse	Installing Master Meters. 80% Meter Change, 20% Retrofit.	Ryan Jones	ryan.jones@prometers.com	Read to hundreds of gallons.

PMINo	Address	Reviewer	Review Comments	Review Read	Time Stamp	Installedby
7114	2606 RANCH RD	May 9 2018 7:32PM	Reads don't seem to go together.	NO	5/9/2018	Mike



After the installation record has undergone photo review and is free from error, the data will be automatically uploaded to the utility based on established methods. Quality checks are generally completed within 24 hours and the vast majority of meter upgrade data is then posted for upload to the CIS.

In the event there is an issue with data that has been uploaded into the UBS incorrectly, PMI will field verify and work with the utility to reconcile the error. If the data has been uploaded into the billing software, PMI will assist in providing the correct information. The data will be re-uploaded using a file generated by PMI or updated manually in the billing system.

### Project Team

PMI is committed to exceeding our customers' expectations by dedicating professional, highly skilled team members to the project. Our proposed managers for this project have decades of management experience and are trained to work as an efficient, knowledgeable team, committed to excellence. PMI will supply a Project Management Team that will consist of a designated Project Manager, Field Manager, and Data Manager to ensure the project is implemented in a high-quality fashion.

The Project Manager will be the primary contact person for correspondence between the utility and PMI and will be responsible for the successful execution and completion of the installation activities. The Project Manager reviews daily installation progress and productivity and ensures that data issues are being addressed promptly. The Project Manager will be regular contact with the utility's project manager regarding project status, potential schedule and cost impacts, and quality issues. The Project Manager works as a liaison between field and office operations to ensure seamless operation between internal PMI groups. In the event an issue such as claim or safety incident occurs, the PM will lead PMI effort in communicating issues to the utility and working to resolve. PMI is proposing Jason Brown as the Project Manager.

The Field Manager will see to it that inventory is scanned into and out of vehicles each day and manage installation resources including timecards, performance, safety, and quality in the field. Data issues are posted daily to the portal, and it is incumbent upon the field manager to resolve these issues in a timely fashion. The Field Manager is on call throughout the duration of the day to address questions, incidents, claims arising from our daily installation efforts. The Field Manager hires and manages local installers, tracks inventory, and troubleshoots field issues including data issue identified by the data manager and posted daily to the project portal. The field manager implements the requirements of the project specific safety plan and addresses claims by investigation and writing up appropriate summary and resolution reports. PMI is proposing Denny Brown as the Field Manager.

The Data Manager sets up the project portal and field deployed handheld computers and oversees implementation of the quality control program that includes 100 percent photo review and data check for all installations. The Data Manager reviews daily install records and fixes any data errors that are flagged by a series of scrubbing algorithms before data is uploaded to the utility. Any errors that cannot be fixed through photo review are communicated with the field manager to be resolved in a timely manner. After the data has undergone 100% photo review and is free from error, the Data Manager is responsible for uploading the data in a format that is compatible with the billing system. PMI is proposing Stan Kumor as the Data Manager



**Professional Meters, Inc.**  
 3605 North Rte. 47 • Suite E  
 PO Box 506  
 Morris, IL 60450  
 P: 815.942.7000 • F: 815.941.1091  
 www.prometers.com

**PROJECT SCHEDULE**

PMI will work closely with the City to develop an installation sequence using routes and billing operations for executing the project. A unique project plan and schedule will be created that considers project planning, project set-up, project phases, and clean-up. Utility specific details such as black-out periods and product delivery dates will be factored into the overall schedule.



Professional Meters, INC.

Corinth  
 Proposed Project Schedule

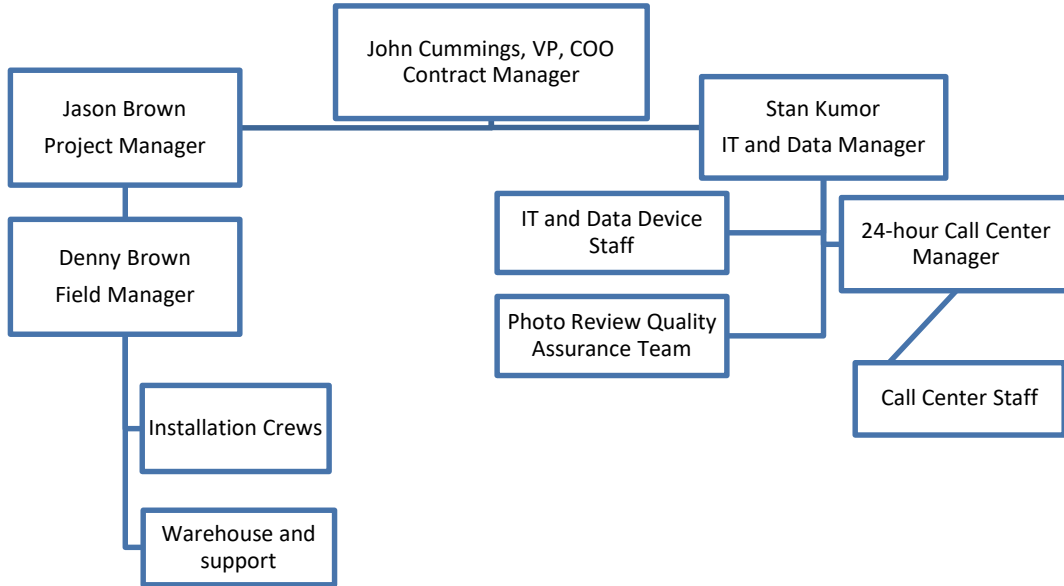
Task Name	Start	End	Duration (days)
Contract Execution	10/20/2022	10/31/2022	11
Project Initiation and Planning	11/1/2022	11/30/2022	29
Receive Target accounts from Utility and set up w/DMS	11/1/2022	11/30/2022	29
Develop and test Meter Swap upload Process	11/15/2022	11/30/2022	15
Finalize Deployment Strategy	11/15/2022	11/30/2022	15
Full Deployment Ramp-up Phase	12/1/2022	12/10/2022	9
Full Deployment Production Phase	12/10/2022	7/30/2023	232
Full Deployment Cleanup Cycles	12/15/2022	8/31/2023	259
Network Communication Troubleshooting (Ongoing)	12/15/2022	8/31/2023	259
Closeout	8/1/2022	8/31/2023	395
Total duration			315

The Project Manager will be responsible for maintaining productivity and providing the City with updated schedule. Installation progress will be reported via our project web portal and will include hyperlinks to easily view reports:

Water Summary by Mailing Zone									
Zone	Type	Total in Zone	Complete	Incomplete	RTU	Scheduled	Other	Completion Rate	Fire
<a href="#">1A</a>	WTR	638	<a href="#">24</a>	<a href="#">503</a>	<a href="#">0</a>	<a href="#">110</a>	<a href="#">1</a>	3.76	-
<a href="#">1B</a>	WTR	792	<a href="#">69</a>	<a href="#">606</a>	<a href="#">0</a>	<a href="#">11</a>	<a href="#">8</a>	8.80	<a href="#">98</a>
<a href="#">3</a>	WTR	1050	<a href="#">517</a>	<a href="#">257</a>	<a href="#">1</a>	<a href="#">248</a>	<a href="#">7</a>	49.56	<a href="#">20</a>



**ORGANIZATION CHART**





**Dennis E. Brown**  
**Field Installation Manager**



**SUMMARY**

Mr. Brown is a Senior Field Installation Manager for **Professional Meters, Inc.** with over 20 years of field management experience with significant water meter experience. Mr. Brown has demonstrated his leadership and management abilities in several capacities over the years as summarized below.

**EXPERIENCE**

**Professional Meters, Inc. – Morris, Illinois**  
**Installation Manager (Various Projects)**

- Supervised field installation crews
- Assigned scheduled appointments to the installers
- Ordered materials for the jobs
- Inspected jobs to ensure quality control
- Attended weekly performance meetings
- Ensure jobs were completed prior to scheduled deadline
- Project experience includes: Glenview, IL; Canton, OH; Palatine, IL; Buffalo Grove, IL; Newark, DE
- Very familiar with Itron Choice Connect system.

**Pro Contracting, Inc. – Morris, Illinois**

- Manage cross-tie crews, hiring, scheduling, payroll
- Responsible for relocating gas meters to the exterior of homes and re-piping the interior
- Schedule cross-tie appointments, inventory trucks with necessary supplies/tools
- Oversee the job to ensure quality control
- Responsible for accounts receivables, accounts payable, payroll, and invoicing

**Vintage Developers, Inc. – Morris, Illinois**  
**Owner**

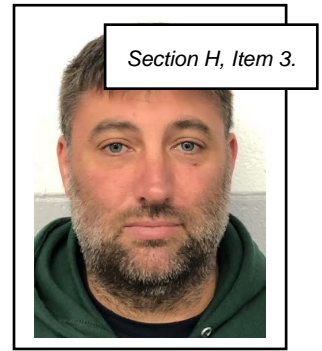
- Custom built homes and duplexes
- Purchase all materials
- Oversee subcontractors
- Responsible for accounts receivables, accounts payable and payroll
- Market and sell homes

**Midwest Environmental Waste, Inc. - Morris, Illinois**  
**Owner/Founder - 1990 - 1997**

- Founder of a portable toilet and waste disposal company
- Operated and built the company to 30 trucks, 500 toilets and 10 municipal waste contracts
- Managed company of 70 employees
- Responsible for negotiating union contracts and municipal hauling contracts

**Illinois Disposal, Inc. – Morris, Illinois**  
**Owner/Founder – 1980 - 1990**

- Founder of a waste disposal company
- Operated and built the company to 85 trucks and 32 municipal waste contracts
- Managed company of 200 employees
- Managed revenues of approximately 1.4 million per month and negotiated municipal hauling contracts



**SUMMARY**

Mr. Brown is a Project Manager for **Professional Meters, Inc.** with over 15 years of field management experience with significant water meter experience. Mr. Brown has demonstrated his leadership and management abilities in several capacities over the years as summarized below.

**EXPERIENCE**

**Field Installation Manager – Hoffman Estates, IL**  
**PROFESSIONAL METERS, INC.**  
**February 2020**

Mr. Brown was assigned to the opening phase of the water meter installation of the Hoffman Estates Project based on his demonstrated ability to successfully bring a project through the opening phase. His duties included hiring, supervision and appropriate training of field installation crews, deployment scheduling and assignment thereof for all water meter installation personnel, ordering necessary job materials, installation inspection and quality control, weekly performance meetings as well as attendance of city meetings.

**Field Installation Manager – Okaloosa, FL**  
**PROFESSIONAL METERS, INC.**  
**June 2018 – February 2020**

Mr. Brown was assigned to Okaloosa, FL Project based on his demonstrated ability to manage and maintain the full scope project requirements. His duties included hiring, supervision and appropriate training of field installation crews, deployment scheduling and assignment thereof for all water meter installation personnel, ordering necessary job materials, installation inspection and quality control, weekly performance meetings as well as attendance of city meetings. Further duties included the successful close out of a multi-million dollar project.

**Field Installation Manager – Chicago, IL**  
**PROFESSIONAL METERS, INC.**  
**March 2012 – June 2018**

Mr. Brown was assigned to Chicago, IL Project based on his demonstrated ability to manage and maintain the full scope project requirements. His duties included hiring and supervision and appropriate training of field installation crews, deployment scheduling and assignment thereof for all water meter installation personnel, ordering necessary job materials, installation inspection and quality control, weekly performance meetings as well as attendance of city meetings. Further duties included the successful close out of a multi-million dollar project.

**Pro Contracting, Inc. – Morris, Illinois**  
**Field Installation Manager**

- Manage water meter installation on multiple jobs as sub-contractor
- Manage gas meter retro fit jobs as sub-contractor
- manage electric meter jobs as sub-contractor
- Manage cross-tie crews, hiring, scheduling, payroll
- Responsible for relocating gas meters to the exterior of homes and re-piping the interior
- Schedule cross-tie appointments, inventory trucks with necessary supplies/tools
- Oversee the job to ensure quality control
- Responsible for accounts receivables, accounts payable, payroll, and invoicing



**John Robert Cummings, P. E.**  
**Vice President/Owner**




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**SUMMARY**

Mr. Cummings is Vice President and Owner of *Professional Meters, Inc.* He has strong leadership and business management skills. Proven record of building empowered, high performance teams. Over 25 years' experience working as an engineer, manager, and businessman in the design and construction fields.

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**EDUCATION**

Bachelor of Science-Civil Engineering, 1986  
 Iowa State University –Ames, Iowa

Master of Science-Civil Engineering, Water/Wastewater Emphasis 1988  
 University of Arkansas - Fayetteville, Arkansas  
 Member Chi Epsilon, Academic Engineering Honor Society

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**LICENSE/CERTIFICATE**

Registered Professional Engineer in Iowa, Illinois

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**EXPERIENCE**

**Professional Meters, Inc. - Morris, Illinois**

***Vice President/Owner –2003 - Present***

- Managed dozens of AMI/AMR projects from Kauai Hawaii to Roanoke Virginia.
- Aurora, IL. First assignment involved managing the closeout and clean-up phase of a 40,000 meter change-out project in Aurora, Illinois. Project closeout was completed in 4 months.
- Developed a system to electronically collect meter installation data in the field including barcode scanning and customer signatures. Also developed an Installation Tracking System where field data is synchronized with customer data and then formatted for uploading to customer billing systems.
- O'Fallon, IL. On-Site Project Manager for a 15,000 turnkey water meter/AMR project in O'Fallon, Illinois (near St. Louis). Personally oversaw the full-scale roll-out of PMI's new electronic data collection and tracking system. Directly managed field crews, acted as on-site customer liaison, and collected meter installation data.
- Espanola, New Mexico. Project manager for a turnkey water meter/AMR project in. Oversaw crews, functioned as customer liaison, and worked directly with customer billing system to upload installation data.
- Crystal Lake, IL. Managed 10,000 meter turnkey water meter/AMR project. Setup installation tracking database, programmed handheld data collectors, developed and refined appointment scheduling and customer contact procedures.
- Newark, DE. Manager AMI project for water and electric meters.
- Muskogee, OK. Managed a 16,000 water meter change-out program for this City in Oklahoma.
- Laguna Madre, TX. Managed a 5,500 meter AMR program near Brownsville, Texas.
- Russellville, KY. Managed a 3,500 meter turnkey AMR program for the City of Russellville, Kentucky.



**Stan Kumor**  
IT Manager/Data Manager



### **SUMMARY**

Stan is an experienced IT Manager with over 20 years of computing and data management experience. Stan is currently responsible for computer systems and data management for ongoing installation projects.

A 10-year veteran of the United States Navy, Stan was responsible for Information Technology Systems under harshest conditions and highest demands.

### **EXPERIENCE**

#### **Professional Meters, Inc. – Morris, Illinois** **IT Manager/Data Manager**

Stan joined PMI in 2006, following two-years running his own private computer consulting company. Since joining PMI, Stan has been essential in the continued development of the company's Installation Tracking System (PMI-ITS). Stan has been responsible for keeping the PMI-ITS up to date with the latest hardware and software component allowing the system to offer industry leading features including:

- SQL Based Project Database
- Project Web Portal
- Secure FTP Server
- Handhelds (Design/Support)
  - Bar Code Scan
  - GPS
  - Digital Photos
- Custom Report Functions
  - Progress Reports
  - Job Detail Reports
  - Installer Productivity
  - Inventory Tracking/Forecasting
  - Installation Tracking/Forecasting

Stan has also managed several local projects for PMI over the past 7 years.

#### **Education**

BA Notre Dame University (1995)

#### **Notable Projects**

- Data Manager on over 80 projects including:
 

<ul style="list-style-type: none"> <li>○ Chicago, IL</li> <li>○ Lake County, IL</li> <li>○ Duncan, OK</li> <li>○ North Ridgeville, OH</li> <li>○ East Moline, IL</li> <li>○ Lawton, OK</li> <li>○ Ponca City, OK</li> <li>○ Ada, OK</li> </ul>	<ul style="list-style-type: none"> <li>○ Western Virginia Water Authority, VA</li> <li>○ Sand Springs, OK</li> <li>○ Sandy City, UT</li> <li>○ Maplewood, NJ</li> <li>○ Kauai, HI</li> <li>○ Garretson, SD</li> <li>○ Waukegan, IL</li> <li>○ Carencro, LA</li> </ul>
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**Professional Meters, Inc.**  
3605 North Rte. 47 • Suite E  
PO Box 506  
Morris, IL60450  
P: 815.942.7000 • F: 815.941.1091  
www.prometers.com

## CUSTOMER COMMUNICATIONS PROCEDURES

PMI is committed to providing customer service to the highest standards. The key to the success of our team is the thorough knowledge of customer response procedures and training on job-specific details. All team members are trained to deliver excellent customer service by responding to our customer's needs and requirements in a timely, courteous manner.

PMI maintains an internal Call Center staffed with trained customer service representatives (CSR's). Each CSR assigned to a specific project will be trained with job specific details and FAQs to answer customer complaints or concerns. Each project is assigned a dedicated toll-free number for customers to ask questions or report problems concerning installations. The Call Center offers English and Spanish languages and 24/7 emergency contact to address customer concerns. Our CSR's and managers are trained to resolve any issues to a high standard within set time scales.

In the event a customer calls with a concern, it is logged against the work order. The issue is recorded and automatically forwarded to the installation manager for resolution. The installation manager will contact the customer within one hour of receiving the call and arrive at the customer's premises ready to offer a resolution or correct any problems as soon as possible and within contract specifications. Once the initial investigation is completed and documented, a claim summary will be filed. A resolution report will then be generated and appended to the work order and made available to the utility for review. All Problem Logs with resolution status will be offered in a report on the project web portal for utility access.

### Complaint Log

[Export to Excel](#)

New	ID	PMINo	Name	Address ▼	Report Date	Status	Complaint	Resolution
	84	27924	HAMSTRA DONALD W & JOYCE E	937 S KENT AVE	3/31/2018	Resolved	Customer called to report small leak near meter.	JW met w/ the owner and found a very small drip at the meter coupling. Tightened meter coupling and did not see drip after several minutes.

Many successful projects PMI has managed in the past offered educational material describing the overall program to the customer base prior to commencing meter installations. PMI has assisted utilities in developing appropriate information to include in press releases via mailings or social media. Other assistance includes updating the utility website with program information, information on what the customer can expect pre and post installation, and FAQs. Educational materials can include pictures or a short video showing a typical installation, vehicle (with logos), typical installer (with uniform), and finished installation (meter and module).



Every notice will include a toll-free number to PMI’s in-house Call Center that customers can use to ask questions, report concerns, or schedule an appointment if the installation requires it. PMI also offers web-based appointment scheduling for customer convenience. Below is a sample notification to the customer:

## James City Service Authority Water Meter Register Upgrade Project

Professional Meters Inc. (PMI), a contractor for the James City Service Authority, will be upgrading the registers on our water meters as a step toward a more modernized water metering system which will help our community to better manage our water resources.

Customers do not need to be present for the meter replacement and there will be no interruption of service. PMI will need safe and unobstructed access to your meter. Typically located in the front of the property, your water meter should not be blocked by bushes, vines, equipment, or other materials.

If your water meter cannot be accessed without your assistance, please **call PMI at 1-855-620-7991 (toll free)** to schedule an appointment to replace the register on your meter.



*Thank you in advance for  
your cooperation.*



For answers to frequently asked questions regarding your water meter upgrade, please visit [www.jamescitycountyva.gov](http://www.jamescitycountyva.gov) or contact James City Service Authority at 1-752-253-6800.

PMI will equip installation crews with utility-approved door hangers to leave at the residence upon successful or un-successful installation. The door hanger will include information on the work performed, instructions, and contact information to report problems. Prior to installing the meter, the installer will knock on the door to attempt to contact the customer. Below is a sample door hanger:



**YOUR WATER METER WAS  
UPGRADED WITH A NEW  
REGISTER TODAY!**

The [UTILITY'S] contractor, Professional Meters, Inc. (PMI), was here to replace the register on your water meter. This will allow [UTILITY] to improve delivery services and billing accuracy.

Please note that your water service was not interrupted during this upgrade.

If you are experiencing any issues after the upgrade and need assistance, please call **855-620-7991 (toll free)**.

*Authorized by the UTILITY.  
For questions or concerns, please call 1-752-253-6800*

[UTILITY LOGO]



**NEED WATER METER  
ACCESS**

Professional Meters Inc. (PMI) is working with the [UTILITY] to upgrade existing water meters in your area as a step toward a more modernized metering system which will help the community to better manage its water resources.

Your Water Meter was found to be inaccessible for PMI to upgrade due to:

- LOCKED GATE
- METER ACCESS BLOCKED
- UNSECURED DOG
- OTHER

PMI REFERENCE # \_\_\_\_\_

**To make arrangements to access  
and upgrade your water meter,  
please call  
855-229-5562 (toll free).**  
Para más detalles en español

*Authorized by the [UTILITY].  
For questions or concerns, please call XXX.*

All notifications will be developed in coordination with utility personnel to include relevant job-specific information. High visibility, colored post card notifications will be used to inform the end user customer that crews will be working in their area. PMI always listens to our customer's requirements and comments to allow us to continually change and improve the services we provide.

**SERVICE CONTRACT  
CONTRACT FOR WATER METER RETROFIT SERVICES**

This Contract, is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 by and between Professional Meters, Inc., a corporation organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

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

**1. TERM**

This Contract shall commence beginning on the \_\_\_ day of \_\_\_\_\_, 2022, and shall expire at midnight, December 31, 2025, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for two (2) additional one-year periods, if agreed upon in writing by both parties.

**2. SCOPE OF SERVICES**

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform mosquito surveillance and abatement in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Invitation to Bid #1155, including all documents incorporated by reference – Attachment A
- c) Contractor’s Proposal including Form 1295 electronically filed and signed – Attachment B

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

**3. PAYMENT**

Invoices shall be mailed or emailed directly to:

City of Corinth  
Accounts Payable  
3300 Corinth Parkway  
Corinth, Texas 76208  
[accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com)

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City’s payment obligations are payable only and solely from funds available for the purposes of this Contract.

#### 4. CHANGES

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

#### 5. TERMINATION OF CONTRACT

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

#### 6. COMPLETENESS OF CONTRACT

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

#### 7. INDEMNITY AND INSURANCE

a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.**

b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the attached City's Vendor Insurance Requirements.

c) This Contract is not intended to extend the liability of the parties beyond that provided by does not waive, limit, or surrender any immunity or defense available to the City.

**8. ASSIGNMENT**

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

**9. NOTICES**

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Scott Campbell  
City Manager  
City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208

John Cummings  
Vice President  
Professional Meters, Inc.  
3605 N State Route 47, STE E  
Morris, IL 60450

Either party may change its address by giving written notice to become effective upon five days' notice.

**10. MISCELLANEOUS**


- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (g) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (h) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.
- (i) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

**CITY OF CORINTH**

**PROFESSIONAL METERS, INC.**

\_\_\_\_\_  
**Scott Campbell, City Manager**

  
\_\_\_\_\_  
**John Cummings, Vice President**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**Lana Wylie, City Secretary**

  
\_\_\_\_\_  
By: CHAD DOERHOFF  
Title: CHIEF FINANCIAL OFFICER

# Attachment A - City's RFP/ITB

Section H, Item 3.





**BEST VALUE BID FOR  
WATER METER RETROFIT SERVICES  
BID #1155  
CITY OF CORINTH, TEXAS**

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**IMPORTANT DATES:**

<b>ITB Issue Date:</b>	<b>Tuesday, October 4, 2022</b>
<b>ITB Publication Dates:</b>	<b>October 4, 2022 &amp; October 11, 2022</b>
<b>Questions Deadline:</b>	<b>Thursday, October 13, 2022 @ 2:00 PM CST</b>
<b>Bid Due Date and Time:</b>	<b>Thursday, October 20, 2022 @ 10:00 AM CST</b>
<b>Public Opening Time:</b>	<b>Thursday, October 20, 2022 @ 10:30 AM CST</b>
<b>Anticipated Contract Effective Date:</b>	<b>November 17, 2022</b>

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Sealed bids for the materials or services specified will be received by the City of Corinth until the date and time as indicated above.

**Bids will be received electronically through Bonfire, the City's e-procurement system at <https://cityofcorinth.bonfirehub.com>.**

**Electronic submittals must include all required information and attachments; with required signatures. All response documents must be uploaded and included with your submittal in order to be considered.**

**Bid Contact:**

Cindy Troyer  
Purchasing Agent  
[purchasing@cityofcorinth.com](mailto:purchasing@cityofcorinth.com)  
(940) 498-3286

Additional instructions for preparing a response are provided within. All bids must be submitted on the attached Bid Proposal Forms. **All forms in Appendix B must be completed, signed and returned with the bid.**

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**Requests for additional information should be made no later than the questions deadline above and shall be directed to <https://cityofcorinth.bonfirehub.com>. All requests must be made in writing. Oral explanations will not be binding.**

Any interpretations, corrections, clarifications, or changes to this Invitation to Bid or specifications will be made by addenda. Addenda will be posted at <https://cityofcorinth.bonfirehub.com> It is the responsibility of the bidder to monitor the Bonfire website for addenda. Bidders shall acknowledge receipt of all addenda by submitting a signed copy with their bid.

The City of Corinth reserves the right to reject any and all bids and to waive defects in bids. No officer or employee of the City of Corinth shall have a financial interest, direct or indirect, in this or any contract with the City of Corinth. Minority and small business vendors are encouraged to submit a bid on any and all City of Corinth projects.

The City appreciates your time and effort in preparing a response. **Please note that bids must be received by the due date and time shown above.** Bids received later than the date and time above will not be considered. The City does not accept oral, telephone, or faxed bids. **Bids submitted orally, by phone, email or fax will be disqualified and will not be considered in the evaluation process.** Bids will be accepted only if submitted online through Bonfire. The City will not be responsible for, or consider missing, lost, or late submissions.

**1. INTRODUCTION**

The City of Corinth (City) is requesting Best Value Bids for a Retrofit Vendor (Contractor) to remove existing equipment from the existing water meter bases and outfit with Badger Beacon AMA encoders and endpoint based on meter size as described in the following bid specifications. The successful bidder shall execute a contract to furnish all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to provide goods/services in accordance with the instructions, specifications, terms and conditions set forth in this bid. It is the intent of the City to select one provider for the aforementioned goods/services. The successful bidder will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

The successful bidder will be awarded a contract effective from date of award or notice to proceed as determined by the City of Corinth; and will expire upon completion and acceptance of the project. Bid prices will remain firm for the entire contract period. The project must be completed no later than August 31, 2023.

**This is a Best Value Bid. The City will consider the following criteria in award of this bid:**

<b>Cost</b>	<b>50%</b>
<b>Schedule</b>	<b>25%</b>
<b>Experience</b>	<b>25%</b>

**2. SPECIFICATIONS/SCOPE OF SERVICES**

Bidder shall comply with all requirements herein. Exceptions or deviations from the specifications shall be noted on the Submittal Exception Form.

**A. Project Description**

City has initiated the removal of existing equipment from water meter base and retrofit with our 7,450 Beacon AMA Advanced Metering Analytics encoders and endpoints based on meter size

**B. Project Timeline**

The following timeline shall be assumed in your Proposal although the City of Corinth retains the right to modify the schedule as necessary.

- Deployment Preparation – November 2022
- Deployment Period – December 2022 to July 2023 (1000 encoders and endpoints/month. 450 units set in July)
- Wrap Up Deployment – 80% complete by July 15, 2023, 100% complete by September 30,2023.

**C. Project Management**

Contractor shall supply all staffing necessary to support the deployment. The on- site staff should include a Project Management Team, with a designated full-time Project Manager, and locally based installation personnel with multiple previous large-scale installations of Badger AMA equipment experience and references.

- 1) Administrator not necessarily required onsite but should be available for inquiries
- 2) Field lead is required onsite

**D. Coordination with The City of Corinth**

City expects Contractor to work closely with City's Utility Maintenance Manager team and other groups within the City to ensure project success

Careful coordination is required in a number of areas, including:

- 1) Supply-chain management and inventory
- 2) Planning and scheduling
- 3) Returned meter stocks and QA testing
- 4) Project tracking and status reporting
- 5) Incident reporting
- 6) Customer relations
- 7) Data access and retrieval
- 8) Problem resolution

City expects Contractor to have systems and work practices in place to facilitate smooth and efficient interaction between its employees and systems and the City of Corinth.

**E. Description of Required Services**

This section describes the services required of Contractor to remove existing equipment from the existing water meter bases and retrofit with Badger Beacon AMA encoders and endpoints based on meter size. The overall goal is to perform meter exchanges and associated work in a safe and effective manner and in a way that minimizes labor and logistics costs.

Contractor is expected to perform the following tasks, subject to a final negotiated scope of work:

- 1) Preparation of an AMA Deployment Plan
- 2) Installation of Beacon AMA meter encoders and endpoints (Service Delivery Points - SDPs) in a monthly, ramped up and down deployment stage
- 3) Inventory check-out and installation management
- 4) Establishment and operation of a work order management and project scheduling system
- 5) Establishment and execution of a comprehensive training program for Contractor's employees and subcontractors, including installation procedures, safety and health, and customer relations. This includes passing a practical experience demonstration test prior to starting meter deployment activities. Note that City of Corinth personnel may assist in the training efforts for some types of commercial and by-pass installations.
- 6) Development and adherence to a strict quality assurance (QA) program
- 7) Hiring and management of personnel resources necessary to meet the deployment schedule

**F. BEACON AMA Deployment Plan**

Upon execution of a Service Contract, Contractor will develop and implement a Deployment Plan based on the City's Beacon AMA project goals and objectives. The Deployment Plan will be reviewed and approved by City prior to the initiation of installation activities. Periodic updates to the Deployment Plan may be needed, including adjustments to the project schedule as warranted.

The Deployment Plan should include, at a minimum, the following elements:

- 1) Provide Project objectives and project management (including named project management team)
- 2) Project staging and staffing/hiring plan
- 3) Expected location and timing of deployments by based on the City's meter reading schedule (Twice a month. Zone A 1st of the month, Zone B 15<sup>th</sup> of the month)
- 4) Inventory management process
- 5) Equipment testing and acceptance process
- 6) Work order management system
- 7) Computer devices

- 8) Data exchange with City using FTP (File Transfer Protocol) Spreadsheet defined by City
- 9) Health and safety procedures
- 10) Quality assurance and training
- 11) Provisions for protecting customer data confidentiality
- 12) Project documentation and records management

Specific elements of the project planning and staging process shall include:

- 1) Working with City to review and to document project goals and staffing assumptions
- 2) Determining data and facility requirements to support field installation activities
- 3) Establishing a training program that meets or exceeds City's training policies and guidelines
- 4) Identifying a preferred work order management hardware and software
- 5) Establishing process for transferring work order data between the Contractor's and City's systems (for example, utilizing FTP site to exchange data)
- 6) Securing and equipping necessary equipment, utilities, and connectivity to exchange data with City, including the Contractor's own fleet management
- 7) Providing and supporting a personnel system for maintaining and managing personnel resources throughout the project period
- 8) Developing an employee hiring plan, including policies and procedures for background checks, drug and alcohol testing, DMV checks, employee supervision, discipline, and other conditions of employment
- 9) Coordinating with City to list and provide badges to Contractor's personnel working in the field
- 10) Developing and delivering a field installation and safety training plan for employees and subcontractors
- 11) Providing a plan for ongoing status reviews through reports and meetings with City's Utility Maintenance Manager.
- 12) Provide detailed process and policies for Contractor's handling of customer installation schedule requests and complaint escalation consistent with City's accepted practices
- 13) Establishing provisions for safeguarding City's customer data

#### **G. Field Installation**

Contractor will be responsible for removing existing equipment from the existing water meter base and retrofit and mount approximately 7,450 Badger Beacon AMA encoders and endpoints based on water meter size at residential and commercial meter locations (Service Delivery Points - SDPs) during AMA deployment. Within 24 hrs. of installation, the meter is required to be recognized by the AMA network. If the meter is not registered as part of the network, a revisit to the meter will be required.

#### **H. General Requirements**

City expects Contractor and its subcontractors to:

- 1) Assign responsibilities for and control on-site supervision and provide adequate field supervision and quality assurance field review.
- 2) Obtain written approval from a designated City Utility Maintenance Manager before starting work.
- 3) Comply with all site-specific and applicable local, state, and federal laws, rules, regulations and orders, accepted industry safety practices and any safety requirements in the definitive agreement with the City.
- 1) Keep City's Utility Maintenance Manager fully advised of any work that may affect the safety of the Contractor's employees, property, or customers/customer property.
- 2) Restrict personnel to the authorized work site and service facilities only.
- 3) Perform field installs only during daylight hours except for specific appointments.
- 4) Provide the equipment necessary for safe work performance, including personnel protective equipment.
- 5) Maintain proper housekeeping.
- 6) Protect employees from possible hazards incident to the work areas and work environment.
- 7) Notify the designated City representative of the following:
  - a) All injuries and illnesses involving Contractor's employees or subcontractor(s) that may result in lost time or restricted work
  - b) Accidents that involve damage to City equipment or property
  - c) Accidents or injuries involving any third-party
- 8) All vehicles must be properly marked

## I. Meter Encoder and Endpoint Installation

- 1) During deployments, City expects the majority of residential and commercial SDP installations to be performed and managed by the Contractor. City will perform installations at special, primary, and unique metered sites and for all new construction (new SDPs) that occurs during the deployment period.
- 2) Contractor will be expected to provide appropriate training to all of its personnel, and to ensure a high level of quality of work.
- 3) Contractor will provide and utilize its own handheld devices to accommodate daily work order data. Ideally these capabilities will be integrated into one device. The handheld devices should have included or separate imaging capabilities to take the following pictures:
  - Picture when they walk up
  - Picture of encoder before removal for end reading
  - Picture of endpoint serial number
  - Picture of empty meter base
  - Picture of retrofitted Badger Beacon AMA encoder
  - Picture of Badger Beacon AMA encoder start reading
  - Picture of Badger Beacon AMA endpoint serial number
  - Picture of completed retrofit and mounting
- 4) Contractor to maintain pictures for 13 months within their system – provide to City upon request. Any non-standard installation will be returned to Utility.
- 5) All equipment and materials used by the installer shall be removed from the site immediately upon completion of the Encoder and Endpoint exchange and disposed of properly at the end of the day. At any point City may request exchanged encoder and endpoints for reading verification and data retrieval

## J. Deployment

There will be a variety of tests and potential revisions to AMA project scope as part of the AMA project. Contractor is responsible for installation of all equipment (except for new meter and certain meter locations) during deployment. All equipment, software and critical interfaces must test successfully at operational levels. To prevent Contractor work interruptions. All non-successful installations must be documented and provided to the City of Corinth Utility Maintenance Manager at the end of the business day to perform follow up services performed by City of Corinth personnel the next business day.

NOTE: The City of Corinth retains the right to revise its deployment strategy at any point during installation and prior to the commencement of installation. Contractor is expected to provide an efficient means for managing costs and personnel resources during deployment.

## K. Field Repairs

Contractor will not perform any repairs to water meter bases or SDP's. Any needed repairs should be reported back to City's Utility Maintenance Manager. If the needed repair is an immediate safety concern or would prohibit water from being restored to the customer, the installer should report immediately and not leave the site until directed by City's Utility Maintenance Manager.

## L. Supply Chain & Inventory Management

Contractor is responsible for scheduling equipment pickup, inventorying removed equipment for installation and distributing to the field meters for which it is responsible to install pursuant to the Service Contract. City is responsible for securing the necessary contracts and/or purchase orders for Beacon AMA encoders, endpoints, endpoint mushroom caps and locking rings in a timely manner.

### **M. Beacon AMA Equipment Supply & Inventory**

City is responsible for coordination with the register vendor to schedule and maintain inventory to meet 1000 installed units/month schedule requirements. The supply of Beacon AMA encoders, endpoints, mushroom caps and locking rings will be based on the overall schedule in the Beacon AMA Deployment Plan as periodically updated by the City.

Contractor must establish a system that enables proper coordination between Contractor and City's Meter Division on equipment pickup and availability.

Encoders and endpoints will be delivered to City by the Register Vendor. City has a location at their Public Works facility that will provide for warehousing of the materials.

### **N. Work Order Management & Scheduling**

Contractor is responsible for scheduling and managing field resources in order to meet the 1000 installed units/month schedule, performance objectives, and safety and quality standards. To do so, the Contractor is expected to develop and maintain an overall project schedule, including key activities, milestones, and percent completion of tasks.

Contractor must be able to monitor project status at all times, identify critical tasks requiring attention, and manage project resourcing. Contractor is expected to provide detailed metrics to City regarding project status, worker performance, field incidents (e.g., accidents, injuries, property damage, customer complaints) and quality assurance.

City requires that the Contractor:

- 1) Provide and utilize its own work order management system
- 2) Provide a completed route flat file with all work orders worked in a particular meter reading route with specific information using a specific format specified by City.
- 3) This file would normally be provided to City within three days of the completion of installation after all QA checks (e.g., out-read and picture verification) have been completed.
- 4) Provide accessible view into scheduling and project tracking system for Utility Maintenance Manager, Public Works Director & Utility Maintenance Manager.
- 5) Provide an on-demand method to track field incidents for Utility Maintenance Manager
- 6) Provide reporting on installations and related exceptions:
  - installation rates
  - read errors
  - customer complaints
  - damages
  - repairs
  - tampers
  - water service theft or diversion
  - safety issues

### **O. Monthly Route Scheduling**

Contractor is responsible for coordinating with City's Utility Maintenance Manager on route planning and scheduling. To facilitate the meter exchange process, City will provide Contractor with a flat file with specific information in a specific format that can be loaded onto Contractor's work management system. This file will include route locations, customer addresses, meter numbers and other pertinent information required by Contractor to perform the meter exchange work.

This data will be transferred to a secure FTP (File Transfer Protocol) site where it can be accessed by Contractor. In addition to route information (meter route, customer name and meter ID numbers), SVP will provide Contractor with per-socket data on the exact meter type to be installed at each meter location ID. Contractor is then responsible for scheduling the daily work for its installers. Typically, the Utility Maintenance Manager will send multiple days' worth of data to Contractor.

**P. Data Security**

City is very concerned that security of its customer and operational data is preserved. Contractor is expected to meet the following requirements and provide security-based issue references:

- 1) Confidentiality of information received from City
- 2) Preventing unauthorized disclosure of customer/business records
- 3) Maintaining an appropriate use policy
- 4) Notifying City if the confidentiality of these records is compromised
- 5) Proper handling and/or destruction of information received from City
- 6) Sanitizing equipment that has come into contact with City records after the project is completed
- 7) Securing IT resources
- 8) Proper security precautions for internet/remote connections
- 9) Proper security precautions for servers, workstations, handhelds, etc.

**Q. Field Data Collection & Reporting**

Installers are expected to make 100% accurate encoder reads of the old encoders along with photos prior to executing the exchange. The reads must be entered into the handheld at the time of the read, if Contractor has that capability in their handheld device. Otherwise, the information must be transferred manually with 100% accuracy.

After completion of each route's fieldwork, Contractor will post the route's work data to the FTP site using the flat file specification provided where it will be uploaded and delivered to City. This data will contain records of all work performed and photos for that route.

City's Utility Maintenance Manager will check route reports for any unresolved field issues (e.g., "can't complete") as well as monitor data every day from City's systems, such as reports of exchanged equipment that were successfully installed but not "acquired" by the AMA network.

Contractor is expected to generate daily, weekly, monthly, quarterly reports detailing, provide means and methods of Field Data collection:

- 1) Route status (% complete and comparison to Plan)
- 2) Map ID status (% complete and comparison to Plan)
- 3) Number of successful installs per day
- 4) Number of reworks
- 5) Customer complaints received, by date and type
- 6) Exceptions (read errors, tampers, can't complete, etc.)

**R. Problem Resolution**

Suspected tampers or water service thefts will be turned over to City's Utility Maintenance Manager immediately. When suspected tampers or water service thefts are encountered prior to the actual exchange, installers should stop work immediately and leave the meter/meter box in its as-found state, then report the incident immediately.

Any broken equipment should be reported immediately to City's Utility Maintenance Manager. Contractor is responsible for immediate notification to City of any unresolved equipment issues or concerns before leaving the site to ensure safe operation of equipment as well as employee/public safety.

**S. Rescheduling**

Except in the instances of meter damage or other problems that cannot be resolved by installers, Contractor is expected to make three (3) attempts to install the new AMA equipment at SDP before issuing a "can't complete" report to Utility Maintenance Manager.

In the event a successful installation cannot be accomplished after reasonable effort and three attempts, Contractor shall provide City's Utility Maintenance Manager with detailed information concerning the location, circumstances, type of meter to be installed and other pertinent information associated with the failed meter exchange. At that point, City will take over responsibility for the exchange.

## T. Customer Communications

Contractor will be responsible for communicating directly with customers in the field. Installers will attempt to contact customers at each SDP prior to making the exchange. In most cases, if contact cannot be made, the installers should proceed with the equipment exchange and leave a door hanger or other information sheet behind. Provide procedures and for dealing with Customers and the special circumstances.

City expects all employees of Contractor to be respectful, courteous, and informative to all customers with whom they come into contact. Problems with customers should be reported immediately and escalated to City's Utility Maintenance Manager, when appropriate.

City expects to take responsibility for notification of customers about the AMA Project and the installation schedule. It is anticipated that notifications will be sequenced per the deployment schedule and will be sent out within several weeks of the anticipated installation date.

## U. Special Circumstances

At times it may be necessary to make special arrangements or deal with unique issues that arise. City expects Contractor to be fully prepared to deal with a wide range of conditions and circumstances in the field.

The following circumstances will likely require special action and handling by Contractor:

- 1) Access problems
- 2) Aggressive dogs
- 3) Obstructed meters
- 4) Hazardous conditions (e.g., decaying structures, swarming bees or wasps, steep slopes)

The installer will be expected to identify the problem, confirm the customer's ability/willingness to resolve the problem that prevents the meter exchange, schedule an appointment for the meter exchange, and perform the exchange.

- 1) If the problem is subsequently reported as a "Can't Complete", Contractor is expected to gather enough information, including description of the problem and date/time when it was observed, to adequately inform the customer and City's Utility Maintenance Manager of the problem.
- 2) In the event the meter installer reports damaged meter equipment, the problem should be reported to City's Utility Maintenance Manager who will refer the matter to City's Meter Division for the necessary repairs. If the issue poses an immediate safety hazard or leaves the customer without water, the issue must be reported immediately, and the installer is to stay at the location until directed by a City of Corinth employee.

## V. Customer Complaints

Contractor is expected to establish procedures that ensure that customer complaints are handled appropriately and that any issues are resolved, whenever possible, to the customer's satisfaction as soon as possible. City expects Contractor to abide by the following guidelines:

Make careful and complete notes of the nature of the complaint and the name(s) of any personnel involved.

- 1) Document all complaints and resolutions and provide that documentation to The City of Corinth's Utility Maintenance Manager as soon as possible.
- 2) If a complaint or concern cannot be addressed successfully by the installer or other Contractor representative, it must be reported immediately to The City of Corinth's Utility Maintenance Manager with Address location, complainant name and contact information.
- 3) If a complaint involves accusations of misconduct, damage to private property or personal injury to any party caused by an employee or through the fault of the RV in any way, the complaint must be reported immediately to The City of Corinth's Utility Maintenance Manager.

NOTE: All customer complaints will be investigated by The City of Corinth.



## **W. Customer Claims**

All customer claims will be handled by City. Contractor will ensure that customer claims are forwarded immediately to City's Utility Maintenance Manager and include all appropriate information as to the involvement and responsibility of Contractor personnel in the claim. Contractor will be liable for the value of claims found to be their responsibility in accordance with liabilities requirements outlined in the contract.

## **X. Safety & Health**

City intends to hire a Contractor who can demonstrate a good safety record and the necessary environmental, safety and health, and employee training programs. City expects Contractor to accept primary responsibility for job safety and the day-to-day implementation of proper safety and health programs, and for ensuring that its employees engage in safe work practices.

City has the same high expectations for the safety and health performance of its Contractor as it does for its own workforce. Contractor is expected to conduct a visible, effective safety program that includes providing appropriate training for employees and holding regular safety meetings.

Contractor's safety and health practices will be subject to review and approval by City. The safety and health practices and procedures should cover, at a minimum, the following areas:

- 1) Occupational safety (in compliance with applicable local, state and OSHA regulations)
- 2) Electrical safety
- 3) Personal protective equipment
- 4) Public safety
- 5) Environmental safety
- 6) Vehicle safety
- 7) Dog and animal problems
- 8) Emergency response and first aid
- 9) Employee safety & health training
- 10) Reporting and documentation

Upon selection of installation personnel, City will provide Contractor's installers with an in-person orientation on City's safety and health philosophy, including a review of the scope of work and applicable technical/safety specifications, City-specific procedural requirements, hazards to be anticipated in the field, and the Contractor's role and responsibility under site emergency plans (if applicable). Understanding of these requirements and expectations by Contractor installation personnel will be validated by City.

## **Y. Employee Conduct & Performance**

Contractor is expected to institute a project staffing and hiring plan that ensures City that qualified, reliable employees will be available as needed to fulfill all facets of the work to be performed under the Service Contract.

Contractor is expected to provide an adequate level of supervision of its employees and subcontractors, and to administer appropriate discipline when called for.

While on the job, the Contractor's employees will be expected at all times to wear visible identification and to conduct themselves in a manner that will reflect positively on City.

## **Z. Customer Relations**

City prides itself of having an excellent reputation among its customers for service quality and efficiency, and for general customer care. Contractor's employees and subcontractors will be expected to perform their duties with the highest level of customer service and customer interaction consistent with City's own practices.

Contractor's employees and subcontractors shall be well versed in proper interaction with customers about the AMA project, including the handling of difficult customers. Contractor's customer service representatives and field workers alike should be knowledgeable about the AMA Project and able to answer basic questions and provide appropriate assurances to customers about their water service and City's new AMA technology.

It is particularly important that Contractor's employees and subcontractors be aware of appropriate conduct, entry and handling of problems that may arise on customers' property. In addition, City has specific expectations and standards for the handling access problems, animal problems and customers with special needs. Contractor's training program and work practices should be consistent with any written City policies that are provided to the Contractor.

#### **AA. Quality Assurance**

Contractor is expected to engage in rigorous quality assurance (QA) practices. This includes QA on all elements covered by the Service Contract, including identifying meter size and model, installation procedures and practices, equipment repairs and customer relations.

Specifically, City expects Contractor to:

- 1) Provide Quality Assurance procedures and initial and ongoing training for its installers on The City of Corinth's expectations and standards, contractual obligations, the AMA equipment, and meter types to be installed, meter exchange procedures, safety, and health, etc.
- 2) Establish and communicate expectations with its employees and Subcontractors for the quality of work to be performed at all times
- 3) Supervise and manage all work activities to assure quality of performance, including:
- 4) Intensive QA inspections with new installers
- 5) Ongoing QA inspections with all installers
- 6) QA reporting to City, including data errors, installation errors, safety errors, read errors, and exceptions
- 7) Verify quality through inspection and monitoring of all work activities and results
- 8) Regularly observe the work of all field installers and assist the installers in increasing their performance and quality of work
- 9) Perform spot-checks of field installers' work, checking especially to see:
- 10) If equipment is securely positioned and fastened to meter base
- 11) That the work area around the meter box is clean and free of any leftover equipment, materials, dirt/mud, or trash.
- 12) That gates and doorways to private property are properly secured.
- 13) Provide ongoing support and training to installers to facilitate improvement in their work and consistent quality performance

#### **BB. City of Corinth Field Audits**

City will perform regular field audits on the work performed by installers. The audits will be performed by City personnel who will evaluate work quality, safety procedures, customer satisfaction and other performance metrics. Performance will be audited against performance standards defined in the Service Contract.

In the field, City's field auditors will:

- 1) Check for properly installed, mounted, and secured encoders and endpoints
- 2) Check the work area to see if it is cleaned up and free of any work materials or other debris that may have been left behind by installer
- 3) Check to make sure installer is following safety procedures and wearing proper clothing and safety gear
- 4) Monitor installers' activities to ensure compliance with appropriate policies and standards, including safety and health, conduct and customer relations
- 5) Make sure installers wear proper clothing, with appropriate insignias, and display their ID badges in a conspicuous place on their persons while on the job

## **1. SUBMITTAL REQUIREMENTS AND INSTRUCTIONS**

### **A. FORMAT AND REQUIREMENTS FOR PROPOSAL SUBMITTAL**

The proposal shall contain the following information at a minimum to be considered responsive and shall be in the following order:

#### **1. VENDOR QUESTIONNAIRE**

Complete the electronic vendor questionnaire on the Bonfire portal at <https://cityofcorinth.bonfirehub.com>

The following information will be required to complete the questionnaire:

#### **2. COMPLIANCE WITH THE REQUIREMENTS OF SPECIFICATIONS/SCOPE OF SERVICE.**

#### **3. BEACON AMA DEPLOYMENT PLAN**

Provide Project objectives and project management (including named project management team) that meets the City's Scope. The plan shall include:

- Schedule
- Inventory Management
- Equipment testing procedures
- Work order management software
- Deployment methods
- Quality Assurance procedures that meet the City's expectations

#### **4. PROJECT APPROACH**

- a) Describe the firm's technical approach to complete the scope of services

#### **5. PROJECT SCHEDULE**

- a) Provide a proposed project schedule.

#### **6. PROJECT EXPERIENCE**

- a) Provide verifiable information regarding three completed large-scale installations of Badger AMA equipment. including:
- Owner Name
  - Point of Contact
  - Contact telephone number
  - Contact email address

#### **7. PROJECT TEAM**

- a) Provide an organization chart showing key members of the project team; including team member names.
- b) Provide resumes of key personnel, (not to exceed two pages) including:
- Background experience of each team member
  - Experience of each key member
  - Project responsibilities of each key member

**8. CUSTOMER COMMUNICATIONS**

- Provide procedures for dealing with Customers and the special circumstances.

**9. DISCLOSURES**

- a) Respondents must disclose any pending litigation or lawsuits.
- b) Provide copy of Form 1295 Certificate of Interested Parties. All respondents must file the form electronically at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the City with their proposal. (See sample in Appendix B)
- c) All respondents must complete the Conflict of Interest Questionnaire and submit a signed copy with their proposal. (Form provided on the Bonfire portal)

**10. ACKNOWLEDGMENT OF ADDENDA, IF APPLICABLE**

- a) Acknowledge and sign all addenda, if applicable.

**11. SUBMITTAL FORMS - APPENDIX B**

- a) Complete and sign all forms included in Appendix B.

**12. SAMPLE SERVICE CONTRACT – APPENDIX C**

- a) The successful Respondent will be required to execute a substantial copy of the City's form contract included as a sample in Appendix C to this ITB. Exceptions to the contract shall be provided in the Submittal Exceptions Form. Exceptions will not be allowed after submittal of the contractor's proposal.



## **APPENDIX A**

# **GENERAL INFORMATION INSURANCE REQUIREMENTS STANDARD TERMS & CONDITIONS**

**A. GENERAL INFORMATION**

1. **Confidentiality:** After sealed bids have been opened, bids are open for public viewing upon request. If the proposal contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the proposal are open for public viewing upon request. At no time will confidential information, as noted by the Company, be released, unless ordered by a court or the Attorney General.
2. **Bid Preparation Cost:** All costs associated with the preparation of the bid will be borne by the bidder.
3. **Withdrawal of Bid:** Bids may be withdrawn prior to the closing time for bids, as long as the request is submitted in writing by an authorized representative. Thereafter, all bids shall remain open and valid for a period of 90 days.
4. **Authorized Signature:** All bid forms must be signed by persons who have the legal authority to bind the company to enter into an agreement with the City of Corinth.
5. **Conflicts:** To the extent any portion of this section conflicts with the Standard Terms and Conditions, the provisions of this section shall be controlling.
6. **Insurance**
  - A. It is highly recommended that Respondents confer with their respective insurance carriers or brokers to determine in advance of Proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a Respondent fails to comply strictly with the insurance requirements, that Respondent may be disqualified from award of the contract. Upon contract award, all insurance requirements shall become contractual obligations, which the successful respondent shall have a duty to maintain throughout the course of this contract.
  - B. Respondent may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Respondents are strongly advised to make such requests prior to proposal opening, since the insurance requirements may not be modified or waived after proposal opening unless a written exception has been submitted with the bid.
  - C. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required to the City of Corinth as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City of Corinth. Failure to provide the required Certificate of Insurance may subject the proposal to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City of Corinth whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
  - D. 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 Corinth.

## 7. Insurance Requirements

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City of Corinth prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

### A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
  - a. Premises/Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
  - f. Independent Contractors
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

### B. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City of Corinth.

### C. Other Insurance Provisions: The policies are to contain or be endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:
  - a. The City of Corinth, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Corinth, its officers, officials, employees or volunteers.
  - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City of Corinth, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Corinth, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Corinth, its officers, officials, employees, boards, and commissions or volunteers.
  - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

- e.
2. **Workers Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the City of Corinth, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City of Corinth.
  3. **All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City of Corinth. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of Corinth of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.
  4. The City of Corinth may request different limits of coverage depending on the scope or cost of the project.
- D. **Acceptability of Insurers:** The City of Corinth prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
- E. **Verification of Coverage:** Vendor/Contractor shall provide the City of Corinth certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City of Corinth will not accept Memorandums of Insurance or Binders as proof of insurance. The City of Corinth reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.1.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City of Corinth.

## 1.1 GENERAL SERVICES REQUIREMENTS

- A. **Definition:** General Services are defined as services performed on City of Corinth property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Concessions, etc.
- B. **Minimum Limits of Insurance:**
1. **Commercial General Liability:** \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
  2. **Workers Compensation and Employer's Liability:** Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.
  3. **Automobile Liability:** \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City of Corinth. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.



**STANDARD TERMS AND CONDITIONS**

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

1. **ADDENDA:** Any interpretations, corrections or changes to the information or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the Respondent to check the Bonfire website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their bid/proposal.
2. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.
3. **ALTERING BID/PROPOSAL PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

**FOR BIDS ONLY:** Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

4. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
5. **AWARD:** The City reserves the right to award by line item, section, or by entire bid/proposal; whichever is most advantageous to the City. The City may also consider administration costs when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The reputation of the respondent and of the respondent's goods or services;
- B. The quality of the respondent's goods or services;
- C. The extent to which the goods or services meet the City's needs;
- D. The respondent's past relationship with the City;
- E. The total long-term cost to the City to acquire the respondent's goods or services;
- F. Any relevant criteria specifically listed herein.

6. **BID/PROPOSAL SUBMITTAL:** The City utilizes Bonfire to advertise and receive bids/proposals electronically. Bids will be received electronically through Bonfire as specified in the bid/proposal packet.. Electronic submittals must be submitted through the Bonfire portal at <https://cityofcorinth.bonfirehub.com>; and must include all required information and attachments; with required signatures. All response documents must be uploaded and included with your submittal in order to be considered.
7. **BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids/proposals on similar items of like quality may be considered if the bid/proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the respondent is proposing exact item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
8. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
9. **COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.
10. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
11. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City's Purchasing Office.
12. **CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.

**13. CONTRACT ENFORCEMENT:**

- A. The City reserves the right to enforce the performance of any contract that results from an award of this bid/proposal packet. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract authorizes the City to make an award to another respondent, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
- B. Respondents who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
- C. Any notice provided by this bid/proposal packet (or required by law) to be given to the successful Respondent by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address provided in the bid/proposal; this shall not prevent the giving of actual notice in any other manner.
- D. The successful Respondent and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this bid/proposal packet and the UCC, the bid/proposal packet will control.

**14. DELIVERY:**

- A. Delivery date is important to the City and may be required to be a part of each bid/proposal. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future City orders.
- B. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Respondent's expense.
- C. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Respondent fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
- D. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

**15. ETHICS:** The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.

**16. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this bid/proposal packet will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid/proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the bid/proposal packet. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

**17. FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.

**18. FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Respondent nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.

**19. INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

**20. INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.

CITY OF CORINTH BID #1155  
WATER METER RETROFIT SERVICES

Section H, Item 3.

21. **LATE SUBMITTALS:** The City will reject late bids/proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office. Respondents may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3286.
22. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
  - A. Have adequate financial resources or the ability to obtain such resources.
  - B. Ability to comply with the required or proposed delivery schedule.
  - C. Have a satisfactory record of performance.
  - D. Have a satisfactory record of integrity and ethics.
  - E. Be otherwise qualified and eligible to receive an award.
23. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Respondent agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criteria under Section 2270.002; or it (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
24. **NO BOYCOTT OF ENERGY COMPANIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
25. **NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. **CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.**
26. **NONDISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it 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 this contract against a firearm entity or firearm trade association. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
27. **PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
28. **PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
29. **PRICES HELD FIRM:**
  - A. All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
  - B. If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
30. **PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.
31. **QUANTITIES:** Quantities indicated on the Bid/Proposal Form are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchase orders will be issued on an as-needed basis.
32. **REFERENCES:** The City requests each Respondent to supply, with its bid/proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
33. **RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the bid contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the bid are open for public viewing upon request.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.
34. **REQUIRED DOCUMENTATION:** In response to this bid/proposal packet, all required documentation must be provided.
35. **SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.

- 36. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- 37. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- 38. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- 39. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.
- 40. TERMINATION FOR DEFAULT:** The City 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 City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.
- As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.
- 41. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- 42. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- 43. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- 44. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.



# **APPENDIX B**

# **SUBMITTAL FORMS**



**BID PROPOSAL FORM**

Quantities indicated below are estimates based on the best available information. The City reserves the right to increase or decrease quantities to meet its needs without adjustment in prices proposed. Variations from the aforementioned Specifications may be acceptable provided such differences are noted on the attached "Submittal Exception Form" and are deemed to be advantageous to the City.

ITEM NO.	UOM	DESCRIPTION	TOTAL BID
1	LS	Removal of equipment from existing 7450 water meter bases, retrofit and mounting of Badger Beacon AMA encoders & endpoints, IT, digital pictures, data storing, electronic data transfer, data security, on site Project management, Labor, Tools & electronic devices.	\$
<p><b>TOTAL BID PRICING IN WORDS:</b></p> <p>_____ DOLLARS AND _____ CENTS</p>			

**FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in the City of Corinth's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City recognizes the certifications of the State of Texas Procurement and Support Services HUB Program (TPASS). All companies seeking information concerning DBE certification are urged to contact:

State of Texas HUB Program  
Texas Procurement and Support Services  
1711 San Jacinto  
Austin, TX 78701  
(512) 463-5872

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO . \_\_\_\_\_

**Indicate all that apply:**

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise



**VENDOR REFERENCES**

Please list three (3) Government references, **other than the City of Corinth**, who can verify the quality of service your company provides. The City prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this bid.

**REFERENCE ONE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CONTACT PERSON AND TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
SCOPE OF WORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE TWO**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CONTACT PERSON AND TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
SCOPE OF WORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

**REFERENCE THREE**

GOVERNMENT/COMPANY NAME: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CONTACT PERSON AND TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
SCOPE OF WORK: \_\_\_\_\_  
CONTRACT PERIOD: \_\_\_\_\_

**COPY OF SIGNED FORM MUST BE INCLUDED WITH YOUR PROPOSAL**

Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code.

Effective January 1, 2016 all contracts presented to City Council will require awarded vendors to electronically file Form 1295 "Certificate of Interested Parties" and submit a certificate of filing to the City, before the contract can be awarded. "Contract" includes contract amendments, extensions, or renewals; as well as purchase orders. The form will be included in every Bid, RFP, SOQ, and RFQ issued by the City and will be required to be completed as part of the solicitation requirements.

Bidders/vendors must file the form electronically at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed copy of the form to the City with their bid.

Bidders/vendors will need to create an account on the Texas Ethics Commission website. For assistance on how to register and how to complete Form 1295, you may view the short "Logging In the First Time – Business User" and "How To Create a Certificate" videos that are posted on the website noted above. In addition, there are several other links on the website posted above that may be helpful in understanding and completing Form 1295.

The City is required to notify the Texas Ethics Commission, in an electronic format prescribed by the commission, of receipt of those documents not later than the 30<sup>th</sup> day after the date the contract for which the form was filed binds all parties to the contract.

**Bidders must also complete the Conflict of Interest Questionnaire (Form CIQ) included in this solicitation.**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
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.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>			
<b>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.</b>			
<b>4</b>		<b>Nature of Interest (check applicable)</b>	
<b>Name of Interested Party</b>	<b>City, State, Country (place of business)</b>	<input type="checkbox"/> <b>Controlling</b>	<input type="checkbox"/> <b>Intermediary</b>
<b>5 Check only if there is no Interested Party.</b> <input type="checkbox"/>			
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address: _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <span style="float: right;">(month) (year)</span>			
_____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

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

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_

Signature of vendor doing business with the governmental entity

\_\_\_\_\_

Date

CITY OF CORINTH BID #1155  
WATER METER RETROFIT SERVICES  
**CERTIFICATION FORM**

Section H, Item 3.

**In submitting this bid, the bidder agrees and certifies to the following conditions:**

1. The undersigned agrees that after the official opening this proposal becomes the property of the City of Corinth.
2. The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.
3. The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be 120 calendar days unless a different period is noted by the respondent.
4. The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other Respondent, nor any employee of the City of Corinth, and that the contents of this bid have not been communicated to any other respondent or to any employee of the City of Corinth prior to the official opening of this proposal.
5. The respondent certifies that no employee, representative, or agent of the firm offered or gave gratuities in any form (i.e. gifts, entertainment, etc.) to any council Member, official, or employee of the city of Corinth in order to secure favorable treatment or consideration in awarding, negotiating, amending or concluding a final agreement for this proposal. The respondent agrees that and warrants that no employee, official, or member of the City Council is, or will be, peculiarly benefited, directly or indirectly, in this proposal or any ensuing contract that may follow.
6. The respondent hereby certifies that he/she is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards/provisions.
7. Respondent verifies that it does not Boycott Israel, and agrees that during the term of this Agreement (Contract as applicable) will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
8. Respondent affirms that is it not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization pursuant to Texas Government Code Chapter 2252, Subchapter F.
9. Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
10. Company verifies that it 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 this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
11. Respondent/Vendor hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
12. The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained in this proposal package.
13. The undersigned understands they are responsible for monitoring the Bonfire website at <https://cityofcorinth.bonfirehub.com> to ensure they have downloaded and signed all addenda required for submission with their response.
14. The Contract is not valid until approved by Council, if applicable. When an award letter is issued, it becomes a part of this Contract.

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 \_\_\_\_\_ Add. No. 2 \_\_\_\_\_ Add. No. 3 \_\_\_\_\_ Add. No. 4 \_\_\_\_\_ Add. No. 5 \_\_\_\_\_

Company Name: \_\_\_\_\_

Principal Place of Business Address, City, State, Zip: \_\_\_\_\_

Principal Place of Business Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone

**SERVICE CONTRACT**  
**CONTRACT FOR \_\_\_\_\_**

This Contract, is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 by and between \_\_\_\_\_, a corporation/partnership organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

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

**1. TERM**

This Contract shall commence beginning on the \_\_\_ day of \_\_\_\_\_, 2022, and shall expire at midnight, December 31, 2025, unless earlier terminated by either party in accordance with the terms of this Contract. This Contract may be renewed for two (2) additional one-year periods, if agreed upon in writing by both parties.

**2. SCOPE OF SERVICES**

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform mosquito surveillance and abatement in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Invitation to Bid #1155, including all documents incorporated by reference – Attachment A
- c) Contractor’s Proposal including Form 1295 electronically filed and signed – Attachment B

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

**3. PAYMENT**

Invoices shall be mailed or emailed directly to:

City of Corinth  
Accounts Payable  
3300 Corinth Parkway  
Corinth, Texas 76208  
[accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com)

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City’s payment obligations are payable only and solely from funds available for the purposes of this Contract.

#### 4. CHANGES

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

#### 5. TERMINATION OF CONTRACT

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

#### 6. COMPLETENESS OF CONTRACT

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

#### 7. INDEMNITY AND INSURANCE

- a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.**
- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the attached City's Vendor Insurance Requirements.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

**8. ASSIGNMENT**

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

**9. NOTICES**

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Scott Campbell	Contact Name
City Manager	Title
City of Corinth	Company Name
3300 Corinth Parkway	Address
Corinth, TX 76208	City, State, Zip

Either party may change its address by giving written notice to become effective upon five days' notice.

**10. MISCELLANEOUS**

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (g) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (h) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.
- (i) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.



IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

**CITY OF CORINTH**

**CONTRACTOR NAME**

\_\_\_\_\_  
**Scott Campbell, City Manager**

\_\_\_\_\_  
**Name, Title**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**Lana Wylie, City Secretary**

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

**SAMPLE**

**Attachment A - City's RFP/ITB**

**Attachment B - Contractor's Proposal including Form 1295 electronically filed and signed; (required for Council approval)**

**SAMPLE**

**Attachment B - Contractor's Proposal including Form 1295 electronically filed and signed; (required for Council approval)**

# CERTIFICATE OF INTERESTED PARTIES

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:**  
 2022-945311

**Date Filed:**  
 10/17/2022

**Date Acknowledged:**  
 11/09/2022

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Professional Meters, Inc.  
 Morris, IL 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 CORINTH

**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.**  
 1155  
 WATER METER 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 \_\_\_\_\_, 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 \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

# CERTIFICATE OF INTERESTED PARTIES

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:  
 2022-945311

Date Filed:  
 10/17/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Professional Meters, Inc.  
 Morris, IL 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 CORINTH

**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.**  
 1155  
 WATER METER 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.**

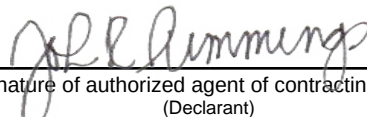
**6 UNSWORN DECLARATION**

My name is JOHN CUMMINGS, and my date of birth is 07/19/63.

My address is 3605 N STATE ROUTE 47, STE E, MORRIS, IL, 60450, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in GRUNDY County, State of ILLINOIS, on the 17 day of OCT, 20 22.  
(month) (year)

  
 Signature of authorized agent of contracting business entity  
 (Declarant)



**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	12/1/2022	<b>Title:</b>	Purchase   Child’s Play, Inc. - Fairview Park Playscape
<b>Ends:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Governance Focus:</b>	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input checked="" type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input checked="" type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission  Parks and Recreation Board recommended the cost and layout		

**Item/Caption**

Consider and act on the purchase of Fairview Park playscape with Child’s Play, Inc., in an amount not to exceed \$138,492 and authorize the City Manager to execute the necessary documents.

**Item Summary/Background/Prior Action**

The Envision Corinth’s Parks Master Plan identified improvement projects were needed for our existing parks. Fairview Park is the second park in Public Works plan to meet the recommendations of the Master Plan. The current Fairview structure was built in 2005 and was identified as a safety concern during our last third-party safety report.

The Parks and Recreation Board recommended the purchase of a Rocketship-themed playscape in the amount of \$138,492, utilizing BuyBoard Contract 679-22. The Rocketship theme is a unique theme that will utilize natural shade and will allow for a tall structure. Public Works is requesting the City Council approve this purchase not to exceed \$138,492 and to authorize the City Manager to execute the necessary documents.

**Financial Impact**

The purchase of the Playscape was budgeted for FY 2022-23 using the Park Development Fund in the amount of \$125,000. The additional funds of \$13,492 will be paid by the Parks Development Funds savings from the Dog Park’s sidewalk.

**Staff Recommendation/Motion**

Approve as presented.







**COLOR KEY**

- RED
- WHITE
- BLUE
- ⓑ RED/WHITE





# Child's Play, Inc.

10661 Shady Trail  
Dallas, TX 75220  
(P) 972-484-0600 (F) 972-484-0333

**ADDRESS**

City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208

**SHIP TO**

Fairview Park  
3640 A Fairview  
Corinth, TX 76208

QUOTE #	DATE	EXPIRATION DATE
22-3595	10/20/2022	11/18/2022

**PROJECT**

Option 2 Revised

**SALES REP**

CW

DESCRIPTION	QTY	PRICE EACH	AMOUNT
Proposal # 36-159516-2			
<b>BCISNUIN</b> Custom Rocket Ship Nucleus/Intensity Series Playground Structure Age 5-12	1	116,442.00	116,442.00
<b>BCI370-1604</b> Balance Challenge	1	1,662.00	1,662.00T
<b>BCIMisc</b> BB-3034 Playhouse with fence Age 2-5	1	7,461.00	7,461.00T
<b>BCI560-0572</b> Ant Hill Climber	1	2,501.00	2,501.00T
<b>BCI580-0098</b> One-Piece Adjustable Single Grill	1	375.00	375.00T
<b>BCIMisc</b> BCI046-0368 Border Connector	1	29.00	29.00T
<b>BCI046-0366</b> 4' x 8"H StoneBorder Timber	25	47.00	1,175.00
<b>APS-HalfRamp</b> Half Playground Entrance Ramp	1	600.00	600.00
<b>LTR20003</b> 76.9 Cu Ft - 2000# Supersack Rubber Mulch - Mocha Brown	5	687.00	3,435.00
<b>Installation</b> COMMUNITY SUPERVISED INSTALLATION	1	16,000.00	16,000.00
<b>Site Work</b> Site Work 1. Remove and haul off existing playground equipment 2. Remove and set aside existing rubber mulch to be reinstalled after new equipment is installed	1	3,600.00	3,600.00
<b>Dump</b> Dumpster Rolloff	1	900.00	900.00

DESCRIPTION	QTY	PRICE EACH	
<b>Freight</b> Freight	1	7,600.00	7,600.00
<b>Buyboard</b> This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #679-22, Vendor #1501	1	-23,288.00	-23,288.00T

SUBTOTAL 138,492.00  
TAX (0%) 0.00  
TOTAL **\$138,492.00**

Accepted By

Accepted Date

# CERTIFICATE OF INTERESTED PARTIES

Section H, Item 4.

FC

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:  
2022-940609

Date Filed:  
10/04/2022

Date Acknowledged:  
10/06/2022

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Child's Play, Inc.  
Dallas, 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 Corinth

**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.**  
Fairview Park  
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 \_\_\_\_\_, 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 \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**SERVICE CONTRACT  
FAIRVIEW PARK PLAYGROUND REBUILD SERVICES THROUGH  
BUYBOARD CONTRACT # 679-22**

This Contract, is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 by and between Child’s Play Inc., a corporation organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

Quantities are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchases orders will be issued on an as-needed basis. The amount of this contract shall not exceed \$138,492.00.

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

**1. TERM**

This Contract shall commence beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and shall expire upon completion and acceptance of the project.

**2. SCOPE OF SERVICES**

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform Fairview Park Playground Rebuild Services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) Vendor quotes with cooperative pricing and contract number- Attachment A
- c) The City’s Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements– Attachment B
- d) Vendor Cooperative Contract Documentation with BuyBord Contract #679-22, Form 1295 electronically filed and signed– Attachment C

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

### 3. PAYMENT

Invoices shall be mailed or emailed directly to:

City of Corinth  
 Accounts Payable  
 3300 Corinth Parkway  
 Corinth, Texas 76208  
[accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com)

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract.

### 4. CHANGES

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

### 5. TERMINATION OF CONTRACT

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

### 6. COMPLETENESS OF CONTRACT

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

### 7. INDEMNITY AND INSURANCE

- a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the**

**manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor’s own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.**

- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the attached City’s Vendor Insurance Requirements.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

**8. ASSIGNMENT**

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

**9. NOTICES**

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Scott Campbell  
 City Manager  
 City of Corinth  
 3300 Corinth Parkway  
 Corinth, TX 76208

Kathy Robertson  
 Vice President  
 Child’s Play Inc.  
 10661 Shady Trail  
 Dallas, TX 75220

Either party may change its address by giving written notice to become effective upon five days’ notice.



**10. MISCELLANEOUS**

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (f) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (g) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.
- (h) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

**CITY OF CORINTH**

**Child's Play Inc.**

\_\_\_\_\_  
**Scott Campbell, City Manager**

\_\_\_\_\_  
**Kathy Robertson, Vice President**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**Lana Wylie, City Secretary**

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

**Attachment A – Vendor Quotes with Cooperative Pricing & Contract Number**

**Attachment B - City's Standard Terms & Conditions for Procurements and Vendor Insurance Requirements**

**Attachment C – Vendor Cooperative Contract Documentation with Child’s Play Inc., Buyboard #679-22 including Form 1295 electronically filed and signed**

# Child's Play, Inc.

10661 Shady Trail  
Dallas, TX 75220  
(P) 972-484-0600 (F) 972-484-0333

**ADDRESS**

City of Corinth  
3300 Corinth Parkway  
Corinth, TX 76208

**SHIP TO**

Fairview Park  
3640 A Fairview  
Corinth, TX 76208

QUOTE #	DATE	EXPIRATION DATE
22-3595	10/20/2022	11/18/2022

**PROJECT**

Option 2 Revised

**SALES REP**

CW

DESCRIPTION	QTY	PRICE EACH	AMOUNT
Proposal # 36-159516-2			
<b>BCISNUIN</b> Custom Rocket Ship Nucleus/Intensity Series Playground Structure Age 5-12	1	116,442.00	116,442.00
<b>BCI370-1604</b> Balance Challenge	1	1,662.00	1,662.00T
<b>BCIMisc</b> BB-3034 Playhouse with fence Age 2-5	1	7,461.00	7,461.00T
<b>BCI560-0572</b> Ant Hill Climber	1	2,501.00	2,501.00T
<b>BCI580-0098</b> One-Piece Adjustable Single Grill	1	375.00	375.00T
<b>BCIMisc</b> BCI046-0368 Border Connector	1	29.00	29.00T
<b>BCI046-0366</b> 4' x 8"H StoneBorder Timber	25	47.00	1,175.00
<b>APS-HalfRamp</b> Half Playground Entrance Ramp	1	600.00	600.00
<b>LTR20003</b> 76.9 Cu Ft - 2000# Supersack Rubber Mulch - Mocha Brown	5	687.00	3,435.00
<b>Installation</b> COMMUNITY SUPERVISED INSTALLATION	1	16,000.00	16,000.00
<b>Site Work</b> Site Work 1. Remove and haul off existing playground equipment 2. Remove and set aside existing rubber mulch to be reinstalled after new equipment is installed	1	3,600.00	3,600.00
<b>Dump</b> Dumpster Rolloff	1	900.00	900.00

DESCRIPTION	QTY	PRICE EACH	
<b>Freight</b> Freight	1	7,600.00	7,600.00
<b>Buyboard</b> This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #679-22, Vendor #1501	1	-23,288.00	-23,288.00T

SUBTOTAL 138,492.00  
TAX (0%) 0.00  
TOTAL **\$138,492.00**

Accepted By

Accepted Date

## STANDARD TERMS AND CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

1. **ADDENDA:** Any interpretations, corrections or changes to the information or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the Respondent to check the Bonfire website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their bid/proposal.
2. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.
3. **ALTERING BID/PROPOSAL PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

**FOR BIDS ONLY:** Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

4. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
5. **AWARD:** The City reserves the right to award by line item, section, or by entire bid/proposal; whichever is most advantageous to the City. The City may also consider administration costs when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The reputation of the respondent and of the respondent's goods or services;
  - B. The quality of the respondent's goods or services;
  - C. The extent to which the goods or services meet the City's needs;
  - D. The respondent's past relationship with the City;
  - E. The total long-term cost to the City to acquire the respondent's goods or services;
  - F. Any relevant criteria specifically listed herein.
6. **BID/PROPOSAL SUBMITTAL:** The City utilizes Bonfire to advertise and receive bids/proposals electronically. Bids will be received electronically through Bonfire as specified in the bid/proposal packet.. Electronic submittals must be submitted through the Bonfire portal at <https://cityofcorinth.bonfirehub.com>; and must include all required information and attachments; with required signatures. All response documents must be uploaded and included with your submittal in order to be considered.
  7. **BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids/proposals on similar items of like quality may be considered if the bid/proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the respondent is proposing exact item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
  8. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
  9. **COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.
  10. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
  11. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City's Purchasing Office.
  12. **CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.

**13. CONTRACT ENFORCEMENT:**

- A. The City reserves the right to enforce the performance of any contract that results from an award of this bid/proposal packet. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract authorizes the City to make an award to another respondent, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
- B. Respondents who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
- C. Any notice provided by this bid/proposal packet (or required by law) to be given to the successful Respondent by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address provided in the bid/proposal; this shall not prevent the giving of actual notice in any other manner.
- D. The successful Respondent and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this bid/proposal packet and the UCC, the bid/proposal packet will control.

**14. DELIVERY:**

- A. Delivery date is important to the City and may be required to be a part of each bid/proposal. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future City orders.
- B. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Respondent's expense.
- C. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Respondent fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
- D. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

**15. ETHICS:** The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.

**16. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this bid/proposal packet will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid/proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the bid/proposal packet. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

**17. FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.

**18. FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Respondent nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.

**19. INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

- 20. INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- 21. LATE SUBMITTALS:** The City will reject late bids/proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office. Respondents may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3286.
- 22. MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
- A. Have adequate financial resources or the ability to obtain such resources.
  - B. Ability to comply with the required or proposed delivery schedule.
  - C. Have a satisfactory record of performance.
  - D. Have a satisfactory record of integrity and ethics.
  - E. Be otherwise qualified and eligible to receive an award.
- 23. NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Respondent agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criteria under Section 2270.002; or it (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
- 24. NO BOYCOTT OF ENERGY COMPANIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
- 25. NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.
- 26. NONDISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it 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 this contract against a firearm entity or firearm trade association. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
- 27. PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
- 28. PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- 29. PRICES HELD FIRM:**
- A. All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
  - B. If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
- 30. PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.
- 31. QUANTITIES:** Quantities indicated on the Bid/Proposal Form are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchase orders will be issued on an as-needed basis.
- 32. REFERENCES:** The City requests each Respondent to supply, with its bid/proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

**33. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the bid contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the bid are open for public viewing upon request.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

**34. REQUIRED DOCUMENTATION:** In response to this bid/proposal packet, all required documentation must be provided.

**35. SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.

**36. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.

**37. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.

**38. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.

**39. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.

**40. TERMINATION FOR DEFAULT:** The City 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 City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.

**41. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.

**42. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.

**43. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.

**44. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.



**CITY OF CORINTH**  
**GENERAL SERVICES**  
**INSURANCE REQUIREMENTS EFFECTIVE 3/15/2021**

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**1.0 DEFINITION**

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

**A. Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
  - a. Premises/Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
  - f. Independent Contractors
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

**B. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

**C. Other Insurance Provisions:** The policies are to contain or endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:
  - a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations

of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
  - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.
4. The City may request different limits of coverage depending on the scope or cost of the project.
- D. **Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
- E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.1.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

## 1.1 GENERAL SERVICES REQUIREMENTS

- A. **Definition:** General Services are defined as services performed on City property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Concessions, etc.
- B. **Minimum Limits of Insurance:**
1. Commercial General Liability: \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
  5. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.
  2. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

August 4, 2022

Sent Via Email: [kathy@childsplayinc.net](mailto:kathy@childsplayinc.net)

Kathy M. Robertson  
Child's Play, Inc.  
10661 Shady Trail  
Dallas, TX 75220

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](http://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](mailto:info@buyboard.com).

A list of Cooperative members is available on the [buyboard.com](http://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



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • [buyboard.com](http://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.*

Child's Play, Inc.  
Name of Proposing Company

03/28/2022  
Date

10661 Shady Trail  
Street Address

*Kathy M. Robertson*  
Signature of Authorized Company Official

Dallas, TX 75220  
City, State, Zip

Kathy M. Robertson  
Printed Name of Authorized Company Official

972-484-0600  
Telephone Number of Authorized Company Official

VP  
Position or Title of Authorized Company Official

972-484-0333  
Fax Number of Authorized Company Official

75-2670715  
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:** KMD

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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:**   KMR



## **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:** KMP





## **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:     KMR



## **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:
  - 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.

## **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.]*

NONE

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:**     KMP



## **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](http://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:      KMP



## **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:

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Initial: KMD  
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## **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](mailto: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:

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*(Attach additional sheets if needed.)*

Initial: **KMD**

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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.

## **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:** KMD



**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](http://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.

**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: KMP

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**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: 



## **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

**Child's Play, Inc.**

Company Name

*Kathy M. Robertson*

Signature of Authorized Company Official

**Kathy M. Robertson, VP**

Printed Name and Title

**3/28/22**

Date



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • [buyboard.com](http://buyboard.com)

## **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:** Child's Play, 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:** 75-2670715  
*(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.)*

# Request for Taxpayer Identification Number and Certification

Section H, Item 4.  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://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. <b>Child's Play, Inc.</b>	
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 <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" 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) ▶ _____ <b>Note:</b> 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 <b>not</b> 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. <b>10661 Shady Trail</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Dallas, TX 75220</b>	
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.

<b>Social security number</b>											
or											
<b>Employer identification number</b>											
7	5		-	2	6	7	0	7	1	5	

## 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>1/5/22</u>
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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](http://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: \$\_\_\_\_\_. (The period of the 12-month period is 01/2021 /12/31/2021). 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	Y	Y - 3	Playgrounds, Shade, Site Furnsh.
4. Sourcwell (NJPA)	Y	Y- 3	Playgrounds, Shade, Site Furnis
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	Y	Y - 3	Playgrounds, Shade, Site Furnish
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)	Y	Y - 5	Playgrounds, Shade, Site Furnis
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 (%):** 7

**Proposed Discount (%):** 7

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.

<b>Entity Name</b>	<b>Contact</b>	<b>Phone#</b>	<b>Email Address</b>	<b>Discount</b>	<b>Quantity/ Volume</b>
1. City of Fort Worth	Carlos Gonzalez	817-392-5700	carlos.gonzalez@fortworthtexas.gov	7%	\$400,000
2. Town of Flower Mound	Chuck Jennings	972-874-6278	chuck.jennings@flower-mound.com	7%	\$375,000
3. City of McKinney	April Butler	972-547-7644	abutler@mckinneytexas.org	7%	\$1,175,000
4. City of Texarkana	Robbie Robertson	903-798-3999	rrobertson@txkusa.org	7%	\$180,000
5. City of Corinth	Melissa Dolan	940-321-5215	melissa.dolan@cityofcornith.com	7%	\$250,000

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:

**Vendor special sales events during the year**

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### **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.)



# Child's Play, Inc.

## OUR HISTORY OF TEXAS PLAYGROUNDS

Child's Play Inc. is a full service, award winning, turn-key park and playground company operating in Northern Texas since 1996. As an industry leading company with over 25 years in business, Child's Play is your one stop shop when it comes to Park and Playground Equipment. Whether you are looking for a shade canopy, sports goals, surfacing, pavilions, playground equipment, outdoor musical equipment, or a fully accessible playground, Child's Play is the company for you. Our qualified staff can make your decisions easy and help you through every step of the process from budgeting, fund raising to the design and sales process, and even during the installation and service after the sale. We value each and every potential customer and will go the extra yard to be sure you become a happy customer.



## Service Before and After the Sale

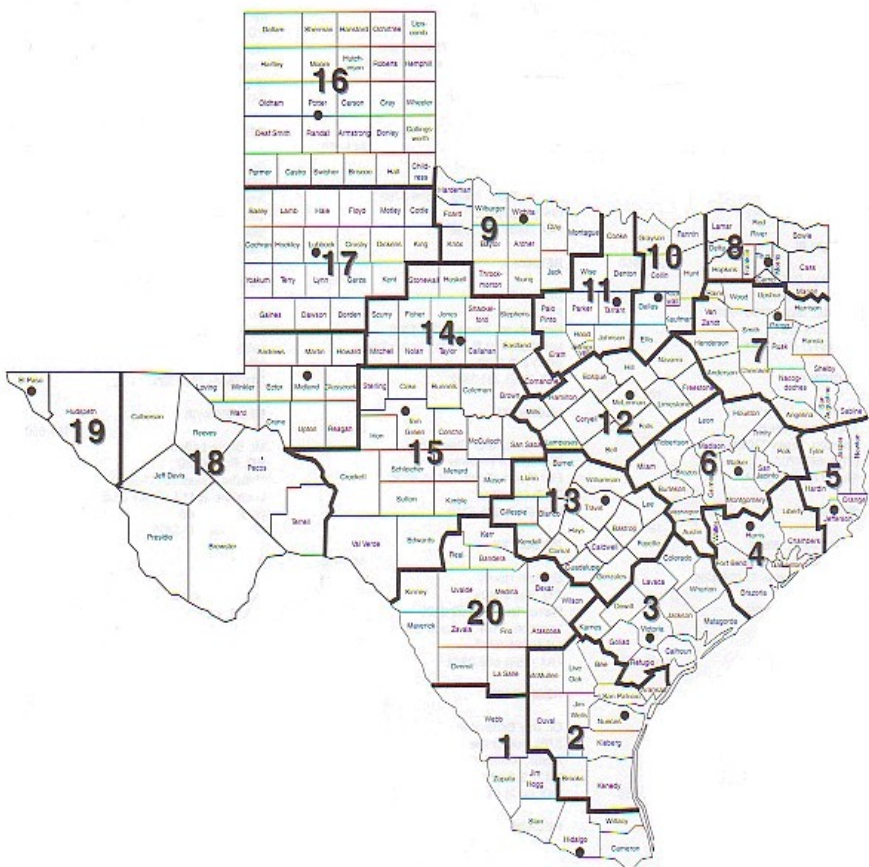
Child's Play understands what is important in making your park / playground purchase. Quality products, affordable prices, a non-prorated warranty by a company that stands behind their products, service after the sale, and honest, hardworking people, which are easy to deal with, are all important factors in choosing your playground company. We understand purchasing a commercial playground structure is a huge decision. Child's Play has design / sales consultants that will walk you through the process and make sure you are comfortable with every decision you make.

## 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](mailto: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](mailto: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.

Child's Play, Inc.

Name of Vendor

*Kathy M. Robertson*  
Signature of Authorized Company Official

679-22

Proposal Invitation Number

Kathy M. Robertson  
Printed Name of Authorized Company Official

3/28/22  
Date





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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.

25

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- 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.

Child's Play has been a Buyboard vendor for at least the last 20 years.

We have contracted with numerous cities/schools of which on list on our reference sheet

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- 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.

Sales - 6 with over 15 years each in the industry

Installation - 15 years providing turn-key services

Excellent customer service

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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) 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 work with architects and can refer some to the customers

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- 5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

Design & installation of purchased items

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- 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.

Trade Show Banners

Catalog mailers with Buyboard Sticker

Website Buyboard Member

- 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.

Child's Play has been in business for 25 years, bonding capacity and no bankruptcy.

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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.

No

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.

None

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.

None

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.

CPSI Certified

Manufacturer Installation Certified



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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.

By project requirements basis

Four horizontal lines for text entry.

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.

None

Modifier - .875 for last 8 years

Three horizontal lines for text entry.



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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:** Child's Play, Inc.

Kathy M. Robertson  
**Signature of Vendor Authorized Representative**

**Printed Name:** Kathy M. Robertson

**Title:** VP

**Date:** 3/28/22

*(For Cooperative Administrator Use Only)*

**Approved by BuyBoard Administrator:** \_\_\_\_\_

**Effective/Start Date for Self-Reporting:** \_\_\_\_\_

## Child s Play, Inc. Information

Section H, Item 4.

Address: 10661 Shady Trail  
Dallas, TX 75220  
Phone: (972) 484-0600  
Fax: (972) 484-0333

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

Kathy M. Robertson

Signature

Submitted at 4/28/2022 1:12:45 PM

kathy@childsplayinc.net

Email

## Requested Attachments

### BuyBoard Proposal Invitation No. 679-22 Parks and Recreation Equipment, Products, and Installation Services

Proposal-No-679-22 Forms.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

OUR HISTORY OF TEXAS PLAYGROUNDS.pdf

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 2022.pdf

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

### Catalog/Pricelist

2022 GWG Retail Price List.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

DEVIATION AND COMPLIANCE.pdf

### 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.)

### Manufacturer Authorization Letter(s)

2022 Americana 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.

### **Bailey Bark Authorization.pdf**

Bailey Bark Authorization Letter

### **Barks and Rec Authorization.pdf**

Barks and Rec Authorization

### **Bison Authorization.pdf**

Bison Authorization

### **2022 Dog On It Authorization Letter.pdf**

Dog On It Authorization

### **2022 Duraplay Authorization Letter.pdf**

Duraplay Authorization

### **2022 Dynamo Authorization Letter.pdf**

Dynamo Authorization Letter

### **2022 First Team Authorization Letter.pdf**

First Team Authorization

### **2002 GWG Authorization Letter.pdf**

GWG Authorization

### **Jaypro Authorization.pdf**

Jaypro Authorization

### **2022 Jensen Authorization Letter.pdf**

Jensen Authorization Letter

### **2022 MDF Authorization Letter.pdf**

Most Dependable Fountains Authorization

### **2022 MyTCoat Authorization Letter.pdf**

MyTCoat Authorization

### **2022 Modern Shade Authorization Letter.pdf**

Modern Shade Authorization

### **2022 PW Authorization Letter.pdf**

PW Authorization

### **2022 Paris Authorization Letter.pdf**

Paris Equipment Authorization

### **2022 Percussion Play Authorization Letter.pdf**

Percussion Play Authorization

### **2022 Pro Techs Authorization Letter.pdf**

Pro Techs Authorization

### **2022 Ultra Play and Site Authorization Letter.pdf**

Ultra Play and Ultra Site Authorization

### **2022 USA Shade Authorization Letter.pdf**

USA Shade Authorization

### **2022 Vitriturf Authorization Letter.pdf**

Vitriturf Authorization

**2022 IMC Authorization Letter.pdf**

IMC Authorization

**2022 Americana Retail Pricing.xlsx**

Americana Retail Pricing

**2022 Barks and Rec Retail Price List.xlsx**

Barks and Rec Retail Pricing

**2022 Dog On It Retail Pricing.pdf**

Dog On It Retail Pricing

**2021 Dynamo Retail Pricing.pdf**

Dynamo current retail pricing

**2022 First Team Retail Pricing.xlsx**

First Team Retail Pricing

**2022 Jaypro Retail Pricing.pdf**

Jaypro Retail Pricing

**2022 MyTCoat Retail Pricing.xlsx**

MyTCoat Retail Pricing

**2022 Percussion Play Retail Pricing.pdf**

Percussion Play Retail Pricing

**2022 Ultra Play Retail Pricing.xlsx**

Ultra Play Retail Pricing

**2022 UltraSite Retail Pricing.xlsx**

Ultra Site Retail Pricing

**2022 USA Shade Retail Pricing.xlsx**

USA Shade Retail Pricing

**2022 IMC Retail Price List.pdf**

IMC Retail Price List

**2022 Price List\_11.11.21.Single-page.pdf**

Most Dependable Retail Price List

**2022 MS Price List.pdf**

Modern Shade Retail Price List

**Bid Attributes**

<b>1</b>	<p><b>Federal Identification Number</b></p> <p>Federal Identification Number</p> <p>75-2670715</p>
<b>2</b>	<p><b>HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification</b></p> <p>HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification</p>

**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	<b>Certification Number</b> Certification Number <input type="text" value="No response"/>	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Section H, Item 4.</div>
10	<b>Name of Certifying Agency</b> Certifying Agency <input type="text" value="No response"/>	
11	<b>Non-MWBE/HUB</b> My company has NOT been certified as a MWBE/HUB <input checked="" type="checkbox"/> Non-HUB (Yes)	
12	<b>Vendor General Contact Information</b> Proposal/Contract General Contact Information	
13	<b>Vendor Proposal/Contract Contact Name</b> Vendor Proposal/Contract Contact Name <input type="text" value="Kathy M. Robertson"/>	
14	<b>Vendor Proposal/Contract Contact E-mail Address</b> Vendor Proposal/Contract Contact E-mail Address <input type="text" value="kathy@childsplayinc.net"/>	
15	<b>Vendor Proposal/Contract Mailing Address</b> Vendor Proposal/Contract Mailing Address <input type="text" value="10661 Shady Trail"/>	
16	<b>Vendor Proposal/Contract Mailing Address - City</b> Vendor Proposal/Contract Mailing Address - City <input type="text" value="Dallas"/>	
17	<b>Vendor Proposal/Contract Mailing Address - State</b> Vendor Proposal/Contract Mailing Address - State (Abbreviate State Name) <input type="text" value="TX"/>	
18	<b>Vendor Proposal/Contract Mailing Address - Zip Code</b> Vendor Proposal/Contract Mailing Address - Zip Code <input type="text" value="75220"/>	
19	<b>Vendor Proposal/Contract Phone Number</b> Vendor Proposal/Contract Phone Number (xxx-xxx-xxxx) <input type="text" value="972-484-0600"/>	
20	<b>Vendor Proposal/Contract Extension Number</b> Vendor Proposal/Contract Extension Number <input type="text" value="No response"/>	

2 1	<b>Company Website</b>	Section H, Item 4.
	Company Website (www.XXXXX.com) www.childsplayinc.net	

2 2	<b>Purchase Orders Contact Information</b>
	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.  <b>Please select options below for receipt of Purchase Orders and provide the requested information:</b> <ul style="list-style-type: none"><li>I will use the internet to receive Purchase Orders at the following address</li></ul> <input type="text" value="Yes"/>

2 3	<b>Purchase Order E-mail Address</b>
	Purchase Order E-mail Address <input type="text" value="Kathy@childsplayinc.net"/>

2 4	<b>Purchase Order Contact Name</b>
	Purchase Order Contact Name <input type="text" value="Kathy Robertson"/>

2 5	<b>Purchase Order Contact Phone Number</b>
	Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="972-484-0600"/>

2 6	<b>Purchase Order Contact Extension Number</b>
	Purchase Order Contact Extension Number <input type="text" value="No response"/>

2 7	<b>Alternate Purchase Order E-mail Address</b>
	Alternate Purchase Order E-mail Address <input type="text" value="jay@childsplayinc.net"/>

2 8	<b>Alternate Purchase Order Contact Name</b>
	Alternate Purchase Order Contact Name <input type="text" value="Jay Robertson"/>

2 9	<b>Alternate Purchase Order Contact Phone Number</b>
	Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="972-484-0600"/>

3 0	<b>Alternate Purchase Order Contact Extension Number</b>
	Alternate Purchase Order Contact Extension Number <input type="text" value="No response"/>

3  
1

**Purchase Orders Contact Information**

Section H, Item 4.

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.

Yes

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

Kathy@childsplayinc.net

3  
4

**Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Kathy Robertson

3  
5

**Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

972-484-0600

3  
6

**Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

No response

3  
7

**Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

No response

3  
8

**Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

Kathy M. Robertson

3  
9

**Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

9724840600

4  
0

**Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

No response

**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

Child's Play, Inc.

**4  
4 Invoice Company Department Name**

Invoice Company Department Name

Billing

**4  
5 Invoice Contact Name**

Invoice Contact Name

Kathy M. Robertson

**4  
6 Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

10661 Shady Trail

**4  
7 Invoice Mailing Address - City**

Invoice Mailing Address - City

Dallas

**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)

75220

<b>50</b>	<b>Invoice Contact Phone Number</b> Invoice Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="972-484-0600"/>	Section H, Item 4.
<b>51</b>	<b>Invoice Contact Extension Number</b> Invoice Contact Extension Number <input type="text" value="No response"/>	
<b>52</b>	<b>Invoice Contact Fax Number</b> Invoice Contact Fax Number (xxx-xxx-xxxx) <input type="text" value="No response"/>	
<b>53</b>	<b>Invoice Contact E-mail Address</b> Invoice Contact E-mail <input type="text" value="kathy@childsplayinc.net"/>	
<b>54</b>	<b>Invoice Contact Alternate E-mail Address</b> Invoice Contact Alternate E-mail Address <input type="text" value="jay@childsplayinc.net"/>	
<b>55</b>	<b>Billing Agent Company Name</b> Billing Agent Company Name <input type="text" value="No response"/>	
<b>56</b>	<b>Billing Agent Department Name</b> Billing Agent Department Name <input type="text" value="No response"/>	
<b>57</b>	<b>Billing Agent Contact Name</b> Billing Agent Contact Name <input type="text" value="No response"/>	
<b>58</b>	<b>Billing Agent Mailing Address</b> Billing Agent Mailing Address (P.O. Box or Street Address) <input type="text" value="No response"/>	
<b>59</b>	<b>Billing Agent Mailing Address - City</b> Billing Agent Mailing Address - City <input type="text" value="No response"/>	
<b>60</b>	<b>Billing Agent Mailing Address - State</b> Billing Agent Mailing Address - State (Abbreviate State Name) <input type="text" value="No response"/>	
<b>61</b>	<b>Billing Agent Mailing Address - Zip Code</b> Billing Agent Mailing Address - Zip Code <input type="text" value="75220"/>	

6 2	<b>Billing Agent Contact Phone Number</b> Billing Agent Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="9724840600"/>	Section H, Item 4.
6 3	<b>Billing Agent Contact Extension Number</b> Billing Agent Contact Extension Number <input type="text" value="No response"/>	
6 4	<b>Billing Agent Fax Number</b> Billing Agent Fax Number <input type="text" value="No response"/>	
6 5	<b>Billing Agent Contact E-mail Address</b> Billing Agent Contact E-mail Address <input type="text" value="kathy@childsplayinc.net"/>	
6 6	<b>Billing Agent Alternative E-mail Address</b> Billing Agent Alternative E-mail Address <input type="text" value="No response"/>	
6 7	<b>Shipping Via</b> Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other <input type="text" value="Common Carrier"/>	
6 8	<b>Payment Terms</b> <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 type="text" value="Net 30"/>	
6 9	<b>Vendor's Internal/Assigned Reference/Quote Number</b> Vendor's Internal/Assigned Reference/Quote Number <input type="text" value="No response"/>	
7 0	<b>State or Attach Return Policy</b> 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 type="text" value="All returns must be approved first by Child's Play"/>	
7 1	<b>Electronic Payments</b> Are electronic payments acceptable to your company? <input type="text" value="Yes"/>	
7 2	<b>Credit Card Payments</b> Are credit card payments acceptable to your company? <input type="text" value="No"/>	

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**Texas Regional Service Designation**

Section H, Item 4.

**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.

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4

**Company Name**

Company Name

Child's Play, 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.

Select 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)

8 3	<b>Region 8</b> Region 8 - Mount Pleasant <input checked="" type="checkbox"/> Region 8 (8)	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Section H, Item 4.</div>
8 4	<b>Region 9</b> Region 9 - Wichita Falls <input checked="" type="checkbox"/> Region 9 (9)	
8 5	<b>Region 10</b> Region 10 - Richardson <input checked="" type="checkbox"/> Region 10 (10)	
8 6	<b>Region 11</b> Region 11 - Fort Worth <input checked="" type="checkbox"/> Region 11 (11)	
8 7	<b>Region 12</b> Region 12 - Waco <input checked="" type="checkbox"/> Region 12 (12)	
8 8	<b>Region 13</b> Region 13 - Austin <input type="checkbox"/> Region 13 (13)	
8 9	<b>Region 14</b> Region 14 - Abilene <input checked="" type="checkbox"/> Region 14 (14)	
9 0	<b>Region 15</b> Region 15 - San Angelo <input checked="" type="checkbox"/> Region 15 (15)	
9 1	<b>Region 16</b> Region 16 - Amarillo <input checked="" type="checkbox"/> Region 16 (16)	
9 2	<b>Region 17</b> Region 17 - Lubbock <input checked="" type="checkbox"/> Region 17 (17)	
9 3	<b>Region 18</b> Region 18 - Midland <input type="checkbox"/> Region 18 (18)	
9 4	<b>Region 19</b> Region 19 - El Paso <input type="checkbox"/> Region 19 (19)	



9 5	<b>Region 20</b> Region 20 - San Antonio <input type="checkbox"/> <i>Region 20 (20)</i>	Section H, Item 4.
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9 6	<b>State Service Designation</b> <b>State Service Designation - Refer to Form in Proposal Invitation.</b>  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.)</i> <b>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.</b>  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>
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9 7	<b>Company Name</b> Company Name <input style="width: 90%;" type="text" value="Child's Play, Inc."/>
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9 8	<b>State Service Designation</b> <b>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.</b>  <input style="width: 90%;" type="text" value="I will not serve all states in the United States"/>
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9 9	<b>Alabama</b> Alabama <input type="checkbox"/> <i>Alabama (AL)</i>
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1 0 0	<b>Alaska</b> Alaska <input type="checkbox"/> <i>Alaska (AK)</i>
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1 0 1	<b>Arizona</b> Arizona <input type="checkbox"/> <i>Arizona (AZ)</i>
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1 0 2	<b>Arkansas</b> Arkansas <input type="checkbox"/> <i>Arkansas (AR)</i>
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1 0 3	<b>California</b> California (Public Contract Code 20118 & 20652) <input type="checkbox"/> <i>California (CA)</i>
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1 0 4	<b>Colorado</b> Colorado <input type="checkbox"/> <i>Colorado (CO)</i>	Section H, Item 4.
1 0 5	<b>Connecticut</b> Connecticut <input type="checkbox"/> <i>Connecticut (CT)</i>	
1 0 6	<b>Delaware</b> Delaware <input type="checkbox"/> <i>Delaware (DE)</i>	
1 0 7	<b>District of Columbia</b> District of Columbia <input type="checkbox"/> <i>District of Columbia (DC)</i>	
1 0 8	<b>Florida</b> Florida <input type="checkbox"/> <i>Florida (FL)</i>	
1 0 9	<b>Georgia</b> Georgia <input type="checkbox"/> <i>Georgia (GA)</i>	
1 1 0	<b>Hawaii</b> Hawaii <input type="checkbox"/> <i>Hawaii (HI)</i>	
1 1 1	<b>Idaho</b> Idaho <input type="checkbox"/> <i>Idaho (ID)</i>	
1 1 2	<b>Illinois</b> Illinois <input type="checkbox"/> <i>Illinois (IL)</i>	
1 1 3	<b>Indiana</b> Indiana <input type="checkbox"/> <i>Indiana (IN)</i>	
1 1 4	<b>Iowa</b> Iowa <input type="checkbox"/> <i>Iowa (IA)</i>	
1 1 5	<b>Kansas</b> Kansas <input type="checkbox"/> <i>Kansas (KS)</i>	

1 1 6	<b>Kentucky</b> Kentucky <input type="checkbox"/> <i>Kentucky (KY)</i>
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1 1 7	<b>Louisiana</b> Louisiana <input type="checkbox"/> <i>Louisiana (LA)</i>
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1 1 8	<b>Maine</b> Maine <input type="checkbox"/> <i>Maine (ME)</i>
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1 1 9	<b>Maryland</b> Maryland <input type="checkbox"/> <i>Maryland (ME)</i>
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1 2 0	<b>Massachusetts</b> Massachusetts <input type="checkbox"/> <i>Massachusetts (MA)</i>
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1 2 1	<b>Michigan</b> Michigan <input type="checkbox"/> <i>Michigan (MI)</i>
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1 2 2	<b>Minnesota</b> Minnesota <input type="checkbox"/> <i>Minnesota (MN)</i>
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1 2 3	<b>Mississippi</b> Mississippi <input type="checkbox"/> <i>Mississippi (MS)</i>
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1 2 4	<b>Missouri</b> Missouri <input type="checkbox"/> <i>Missouri (MO)</i>
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1 2 5	<b>Montana</b> Montana <input type="checkbox"/> <i>Montana (MT)</i>
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1 2 6	<b>Nebraska</b> Nebraska <input type="checkbox"/> <i>Nebraska (NE)</i>
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1 2 7	<b>Nevada</b> Nevada <input type="checkbox"/> <i>Nevada (NV)</i>
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1  
2  
8

**New Hampshire**

New Hampshire

*New Hampshire (NH)*

Section H, Item 4.

1  
2  
9

**New Jersey**

New Jersey

*New Jersey (NJ)*

1  
3  
0

**New Mexico**

New Mexico

*New Mexico (NM)*

1  
3  
1

**New York**

New York

*New York (NY)*

1  
3  
2

**North Carolina**

North Carolina

*North Carolina (NC)*

1  
3  
3

**North Dakota**

North Dakota

*North Dakota (ND)*

1  
3  
4

**Ohio**

Ohio

*Ohio (OH)*

1  
3  
5

**Oklahoma**

Oklahoma

*Oklahoma (OK)*

1  
3  
6

**Oregon**

Oregon

*Oregon (OR)*

1  
3  
7

**Pennsylvania**

Pennsylvania

*Pennsylvania (PA)*

1  
3  
8

**Rhode Island**

Rhode Island

*Rhode Island (RI)*

1  
3  
9

**South Carolina**

South Carolina

*South Carolina (SC)*

<b>1</b> <b>4</b> <b>0</b>	<b>South Dakota</b> South Dakota <input type="checkbox"/> <i>South Dakota (SD)</i>	Section H, Item 4.
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<b>1</b> <b>4</b> <b>1</b>	<b>Tennessee</b> Tennessee <input type="checkbox"/> <i>Tennessee (TN)</i>
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<b>1</b> <b>4</b> <b>2</b>	<b>Texas</b> Texas <input checked="" type="checkbox"/> <i>Texas (TX)</i>
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<b>1</b> <b>4</b> <b>3</b>	<b>Utah</b> Utah <input type="checkbox"/> <i>Utah (UT)</i>
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<b>1</b> <b>4</b> <b>4</b>	<b>Vermont</b> Vermont <input type="checkbox"/> <i>Vermont (VT)</i>
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<b>1</b> <b>4</b> <b>5</b>	<b>Virginia</b> Virginia <input type="checkbox"/> <i>Virginia (VA)</i>
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<b>1</b> <b>4</b> <b>6</b>	<b>Washington</b> Washington <input type="checkbox"/> <i>Washington (WA)</i>
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<b>1</b> <b>4</b> <b>7</b>	<b>West Virginia</b> West Virginia <input type="checkbox"/> <i>West Virginia (WV)</i>
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<b>1</b> <b>4</b> <b>8</b>	<b>Wisconsin</b> Wisconsin <input type="checkbox"/> <i>Wisconsin (WI)</i>
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<b>1</b> <b>4</b> <b>9</b>	<b>Wyoming</b> Wyoming <input type="checkbox"/> <i>Wyoming (WY)</i>
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**Bid Lines**

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1 **Section I: Park Equipment, Products, and Supplies**

Section H, Item 4.

Discount (%) off catalog/pricelist for **Park and Playground 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".

**Alternate 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:

**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".

2 **Section I: Park Equipment, Products, and Supplies**

Section H, Item 4.

Discount (%) off catalog/pricelist for **Park and Playground Sports 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".

**Alternate 1**

**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:

**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 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:

#### 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 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:

#### 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 4

### 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:

#### 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".



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

Section H, Item 4.

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".

**Alternate 1**

**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 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 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 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 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 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 4

### 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 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**

Section H, Item 4.

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".

**Alternate 1**

**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 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**

Section H, Item 4.

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".

**Alternate 1**

**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 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 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 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 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 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 4

### 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 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 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 Attributes**

Section H, Item 4.

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

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

Vitriturf

**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".

BCI Burke

**Alternate 1**

**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 Attributes**

Section H, Item 4.

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

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

Ultra Site

**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:

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".

Barks & Rec

**Alternate 1**

**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:

**Item Attributes**

Section H, Item 4.

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

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

BCI Burke

**Alternate 2**

**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:

**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".

Dog On It Parks

**Alternate 3**

**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:

**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".

Ultra Site



8 **Section I: Park Equipment, Products, and Supplies**

Section H, Item 4.

Discount (%) off catalog/pricelist for **Aquatic Playground and Pool Equipment, Attachments, and Accessories**. **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

9 **Section I: Park Equipment, Products, and Supplies**

Section H, Item 4.

Discount (%) off catalog/pricelist for **Skate Park Products, Attachments, and Accessories**. **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

Discount (%) off catalog/pricelist for **Water Park Products, Attachments, and Accessories**. **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

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

Section H, Item 4.

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".

**Alternate 1**

**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 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 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 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 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 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 4

### 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 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**

Section H, Item 4.

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".

**Alternate 1**

**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 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**

Section H, Item 4.

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:

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".

**Alternate 1**

**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:

**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  
5 **Section I: Park Equipment, Products, and Supplies**

Section H, Item 4.

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**

Section H, Item 4.

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:

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".

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**

Section H, Item 4.

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".

**Alternate 1**

**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 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 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 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 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 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 4

### 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 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:

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".

**Alternate 1**

**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:

**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".

2  
0

**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Section H, Item 4.

**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:  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  
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:   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  
3

**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Section H, Item 4.

**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:   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  
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

**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  
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**

Section H, Item 4.

**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.

2  
7

**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.

2  
8

**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.

2  
9

**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Section H, Item 4.

**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 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  
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.

**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Section H, Item 4.

**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: \$1,500.00**



P.O. Box 1290 - Salem IL 62881 - 1-800-851-0865

Thursday, March 10th, 2022

To Whom It May Concern,

This letter is to confirm that Child's Play, Inc is a representative of Americana Building Products Inc. They are authorized to sell, install and service Americana products in state of Texas.

Child's Play, Inc representatives are excellent people who understand the park and playground industry in all its facets. The company's payment history with us has been very satisfactory.

Americana shelters meet both the Universal and International Building Codes. In addition, through consistent quality and the thorough and painstaking effort of registered engineers, certified welders and qualified inspectors, Americana shelters qualify under the District School Architect codes in California. All the raw materials used in manufacturing our products are American made!

Sincerely,

*Kiefer Eller*

Kiefer Eller  
Regional Manager



March 11, 2022

Re: Texas BuyBoard,

Please accept this letter of authorization that Child's Play, Inc. is an authorized representative, to sell, install, provide warranty service work and all maintenance service work on our entire Barks and Rec products nationally with no reservations or restrictions.

1. Barks and Rec 315 Main Street Eclectic, AL 36024 866-398-3992 (Office) 334-541-4545 (Fax)
2. Child's Play, Inc. 10661 Shady Trail Dallas, TX 75220 is partners with Barks and Rec in our Distribution Program in Texas.

Sincerely,

Kevin M. Winkelman

National Director of Strategic Initiatives

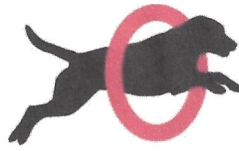
Barks and Rec

866-398-3992 Corporate Office

334-541-4545 Corporate Fax

334-580-7014 (Mobile)

[www.barksandrec.com](http://www.barksandrec.com)



**DOG·ON·IT PARKS**

DOG-ON-IT-PARKS.COM

March 11, 2022

To Whom It May Concern

This letter is to confirm that Child's Play, Inc. is an approved dealer of Dog On It Parks, Inc. and is authorized to sell our products in the State of Texas.

Please don't hesitate to contact us should you have any questions.

Sincerely,

Julia Saunders  
Managing Partner  
Dog On It Parks, Inc.



March 27, 2022

BuyBoard Cooperative Purchasing  
Attn: Proposal Administration Manager  
12007 Research Blvd.  
Austin, TX 78759

RE: BuyBoard Contract 679-22

To Whom it May Concern:

This letter is to confirm that Child's Play, Inc. of Dallas, TX is an authorized distributor for Dynamo Industries Inc. in the State of Texas and is authorized to offer our products in BuyBoard Contract 679-22.

Please feel free to contact us with any questions you may have.

Sincerely,

A handwritten signature in blue ink that reads "B. Westbrook". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brandi Westbrook  
Product Resource Manager | Dynamo Playgrounds  
[brandi.westbrook@dynamoplaygrounds.com](mailto:brandi.westbrook@dynamoplaygrounds.com)

661 County Rd 9  
Plantagenet, ON K0B 1L0 Canada  
(613) 446-0030 (800) 790-0034  
(613) 446-0034 fax  
[www.dynamoindustries.com](http://www.dynamoindustries.com)



March 11, 2022

To Whom it my concern:

This is to verify that Child's Play, Inc., 10661 Shady Trail, Dallas, Tx 75220 is an approved vendor to sell and install our products in Texas.

---

2797 Millers Ferry Road • Ferris, Texas 75125  
Phone: (972) 842-8996 • Fax: (972) 544-3900





To whom it may concern:

This letter is to confirm that Child's Play Inc., located 10661 Shady Trail, Dallas, TX 75220, is an authorized dealer/representative of IMC Outdoor Living, a division of Liberty Tire Recycling and has authority to sell, install, and service the products listed below throughout the state of Texas.

Please feel free to reach out with any questions.

GroundSmart Rubber Mulch  
Rubberific Playground Timbers  
Rubberific Playground Mats

Sincerely,

Nathan Hrabal  
Commercial Sales  
IMC Outdoor Living,  
a division of Liberty Tire Recycling  
314-336-1030





April 7, 2022

Childs Play  
10661 Shady Trail  
Dallas, TX 75220

Please accept this letter as your confirmation that you are authorized to sell our gym equipment products within the State of Texas.

Thank you,

Joanne Stauffer-Johnson  
Credit Manager  
Jaypro Sports  
976 Hartford Tpke  
Waterford, CT 06385  
800-243-0533 x 127



March 11, 2022

To Whom It May Concern,

I hereby certify that Child's Play, Inc. headquartered at 10661 Shady Trail, Dallas, TX 75220 is an approved vendor to sell all Products manufactured by Modern Shade LLC in the state of Texas.

Please contact me directly with any questions or concerns.

Sincerely,

Clay Bridwell  
CEO



This is to verify that Child's Play, INC., 10661 Shady Trail, Dallas, TX 75220 is an approved vendor to sell our products in Texas.

5705 Commander Dr. • Arlington, TN 38002  
901-867-0039 • [info@mostdependable.com](mailto:info@mostdependable.com) • [www.mostdependable.com](http://www.mostdependable.com)

Percussion Play Ltd  
Staple Ash Lane  
Froxfield  
Hampshire  
GU32 1DJ

UK/ROW +44 (0) 1730 235180  
USA/CAN +1 (866) 882-9170

info@percussionplay.com  
www.percussionplay.com

To whom it may concern

Wednesday 16<sup>th</sup> March 2022

Dear Sir/Madam,

Child's Play, Inc.

We are pleased to confirm that Child's Play, Inc, 10661 Shady Trail, Dallas, TX 75220 is an authorized reseller and installer of Percussion Play Outdoor Musical Instruments in Texas.

If you require any further information, please do not hesitate to contact us.

Kind regards,



Kate Mannerings  
Sales Manager



March 11, 2022

To Whom it May Concern:

Child's Play, Inc. is a dealer, distributor, reseller for the UltraSite brands offered for the upcoming contract. Site Furnishings, Shade and Play Systems, Child's Play, Inc. is authorized to submit a bid on such equipment.

UltraSite, UltraShade and UltraPlay has built our reputation in the site furnishings, shade and shelter industry by manufacturing quality products for the market and then standing behind our product once it is placed in the field for the public to use. We value our reputation in the industry and entrust Child's Play, Inc. to represent us in multiple states.

Sincerely,

*Rebecca Wittenborn*

Rebecca Wittenborn

Customer Service Manager

UltraSite, UltraPlay

618-282-8200 x 2411

Rebecca.w@ultraplay.com



**USA Headquarters**  
DFW International Commerce Park  
2580 Esters Blvd., Suite 100  
DFW Airport, TX 75261  
*FedEx and UPS Shipments*

**Mailing Address**  
P.O. Box 3467  
Coppell, TX 75019  
*US Postal Service*

March 14, 2022

To Whom it May Concern,

Child's Play, Inc. is an authorized distribution reseller for Shade Structures, Inc. dba USA Shade and Fabric Structures, Inc.

Thank you,

*Whitney Klen*

**Whitney Klen**

Director of Sales - Distribution

**USA SHADE**

DFW International Commerce Park

2580 Esters Blvd, Suite 100

DFW Airport, TX 75261

Cell 1 **512.915.7800**



# CERTIFICATE OF INTERESTED PARTIES

Section H, Item 4.

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:  
 2022-940609

Date Filed:  
 10/04/2022

Date Acknowledged:

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

Child's Play, Inc.  
 Dallas, 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 Corinth

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.

Fairview Park  
 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 Kathy M. Robertson, V.P., and my date of birth is \_\_\_\_\_.

My address is 10661 Shady Trail, Dallas, Tx, 75220, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 4<sup>th</sup> day of Oct, 2022.  
(month) (year)

Kathy M. Roberts  
 Signature of authorized agent of contracting business entity  
 (Declarant)





**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	12/1/2022	<b>Title:</b>	Interlocal Agreement   City of Hurst								
<b>Ends:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development										
<b>Governance Focus:</b>	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder										
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function										
<b>Owner Support:</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Planning &amp; Zoning Commission</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Economic Development Corporation</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Parks &amp; Recreation Board</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #2</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Finance Audit Committee</td> <td style="border: none;"><input type="checkbox"/> TIRZ Board #3</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Keep Corinth Beautiful</td> <td style="border: none;"><input type="checkbox"/> Ethics Commission</td> </tr> </table>			<input type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Economic Development Corporation	<input type="checkbox"/> Parks & Recreation Board	<input type="checkbox"/> TIRZ Board #2	<input type="checkbox"/> Finance Audit Committee	<input type="checkbox"/> TIRZ Board #3	<input type="checkbox"/> Keep Corinth Beautiful	<input type="checkbox"/> Ethics Commission
<input type="checkbox"/> Planning & Zoning Commission	<input type="checkbox"/> Economic Development Corporation										
<input type="checkbox"/> Parks & Recreation Board	<input type="checkbox"/> TIRZ Board #2										
<input type="checkbox"/> Finance Audit Committee	<input type="checkbox"/> TIRZ Board #3										
<input type="checkbox"/> Keep Corinth Beautiful	<input type="checkbox"/> Ethics Commission										

**Item/Caption**

Consider an act on an Interlocal Agreement between the City of Hurst and the City of Corinth for the purchase of goods and services from vendors under present and future contracts.

**Item Summary/Background/Prior Action**

The purpose of an Interlocal Agreement is to provide the participating taxing entities with additional purchasing options, allowing them to cooperate in the purchase of various goods and services commonly utilized by the entities from vendors under present and future contracts. Participation in an interlocal agreement is highly beneficial to taxing entities through anticipated savings.

**Applicable Owner/Stakeholder Policy**

The Texas Government Code allows governmental entities to set forth terms and conditions upon which municipalities may purchase various goods and services commonly utilized by each entity.

**Staff Recommendation/Motion**

Staff recommends approval of the Interlocal Agreement between the City of Hurst and the City of Corinth for the purchase of goods and services from vendors under present and future contracts.

## INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into, by and between the CITY OF HURST, Texas (hereinafter called "CITY OF HURST"), and the CITY OF CORINTH, Texas (hereinafter called "CITY OF CORINTH"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF HURST and CITY OF CORINTH are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CITY OF HURST and CITY OF CORINTH wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF HURST and CITY OF CORINTH may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF HURST and CITY OF CORINTH through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF HURST and CITY OF CORINTH have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; CITY OF HURST and CITY OF CORINTH agree as follows:

1. The purpose of this Agreement is to provide CITY OF HURST and CITY OF CORINTH with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code. CITY OF HURST and CITY OF CORINTH may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.

CITY OF HURST and CITY OF CORINTH agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative"). At the request of the other party, a party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

2. CITY OF HURST and CITY OF CORINTH shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF HURST and CITY OF CORINTH shall each make their respective payments from current revenues available to the paying party.

3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

CITY OF HURST

CITY OF CORINTH

\_\_\_\_\_  
By: Clay Caruthers,  
City Manager

\_\_\_\_\_  
By: SCOTT CAMPBELL,  
City Manager

**STATE OF TEXAS** §

**COUNTY OF TARRANT** §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2022, by Clay Caruthers, City Manager of the **CITY OF HURST, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

**STATE OF TEXAS** §

**COUNTY OF DENTON** §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2022, by SCOTT CAMPBELL, City Manager of the **CITY OF CORINTH, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas



**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	12/1/2022	<b>Title:</b> Contract   Latham Fence Agreement
<b>Ends:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
<b>Governance Focus:</b>	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder	
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function	
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

**Item/Caption**

Consider an act on a service agreement with Latham Fence, Inc for the installation and repair of fencing, gates and carports.

**Item Summary/Background/Prior Action**

Through an Interlocal Agreement with the City of Hurst, the City is able to piggyback on an agreement with Latham Fence, Ince to provide installation and repair services on new and existing fences, gates, and carports at the following locations.

- Fire Training Facility: 8'tall Commercial grade chain link fencing, Cantilever gate with motor, one man gate, and on Emanuel double gate. \$89,000
- City Hall: 8' tall iron fence with one personnel gate and on Cantilever gate. \$114,500
- Public Works Facility: 6' tall tan R-panel privacy fence. \$86,000
- Public Safety Complex: 12' tall fence with privacy slats; 3 gates (one rolling and 2 swing gates). \$76,000
- Public Safety Carport: 18 parking spots \$32,400
- Lake Sharon Pump Station Fencing: 8' tall western red cedar fence. \$90,500
- Required Performance, Maintenance and Payment Bond in the amount of \$26,000

**Applicable Owner/Stakeholder Policy**

The Texas Government Code allows governmental entities to set forth terms and conditions upon which municipalities may purchase various goods and services commonly utilized by each entity through an Interlocal Agreement.

**Financial Impact**

The American Rescue Plan provides funding for local governments to broadly respond to the COVID19 public health emergency, to respond to workers performing essential work during the COVID-19 public health emergency and to make necessary investments in infrastructure. The City was awarded \$5,486,641 in American Rescue Plan that will fund the proposed fencing project.

**Staff Recommendation/Motion**

Staff recommends approval of a service agreement with Latham Fence, Inc for the installation and repair of fencing, gates and carports not to exceed \$514,400.

**SERVICE CONTRACT  
FENCE SERVICES THROUGH  
CITY OF HURST CONTRACT #18-013**

This Contract, is made and entered into this \_\_\_ day of November, 2022 by and between Latham Fence Inc., a corporation organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

Quantities are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchases orders will be issued on an as-needed basis. The amount of this contract shall not exceed \$514,400.00.

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

**1. TERM**

This Contract shall commence beginning on the \_\_\_\_\_ day of November, 2022, and shall be in effect for a term of one (1) year, to expire at midnight, May 31, 2023, unless earlier terminated by either party in accordance with the terms of this Contract. This contract may be renewed if agreed upon in writing by both parties, and subject to the agreement between the lead bidding agency and the awarded vendor.

**2. SCOPE OF SERVICES**

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform Citywide Fence Repair, Rental and Construction Services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements– Attachment A
- c) Contractor’s Proposal, including Form 1295 electronically filed and signed, Federally Required Contract Clauses, and Vendor Contract Documentation with City of Hurst Contract #18-013– Attachment B

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.



### **3. PAYMENT**

Invoices shall be mailed or emailed directly to:

City of Corinth  
Accounts Payable  
3300 Corinth Parkway  
Corinth, Texas 76208  
[accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com)

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract.

### **4. CHANGES**

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

### **5. TERMINATION OF CONTRACT**

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

### **6. COMPLETENESS OF CONTRACT**

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

### **7. INDEMNITY AND INSURANCE**

- a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in**

connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages attached.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

**8. ASSIGNMENT**

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

**9. NOTICES**

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Scott Campbell  
 City Manager  
 City of Corinth  
 3300 Corinth Parkway  
 Corinth, TX 76208

Sheila Latham  
 Owner  
 Latham Fence Inc.  
 709 Bert Drive  
 Arlington, TX 76012

Either party may change its address by giving written notice to become effective upon five days' notice.

**10. MISCELLANEOUS**

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (f) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (g) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.
- (h) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

**CITY OF CORINTH**

\_\_\_\_\_  
Scott Campbell, City Manager

**ATTEST:**

\_\_\_\_\_  
Lana Wylie, City Secretary

**LATHAM FENCE INC**

*Sheila Latham*  
\_\_\_\_\_  
Sheila Latham, Owner

**ATTEST:**

*John Latham*  
\_\_\_\_\_  
By: John Latham  
Title: Co-Owner

**Attachment A - City's Standard Terms & Conditions for  
Procurements and Vendor Insurance Requirements**

**Attachment B – Contractors Proposal, Form 1295, Federally  
Required Contract Clauses, and Vendor Contract Documentation  
with City of Hurst Contract #18-013**

## STANDARD TERMS AND CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

1. **ADDENDA:** Any interpretations, corrections or changes to the information or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the Respondent to check the Bonfire website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their bid/proposal.

2. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.

3. **ALTERING BID/PROPOSAL PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

**FOR BIDS ONLY:** Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

4. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.

5. **AWARD:** The City reserves the right to award by line item, section, or by entire bid/proposal; whichever is most advantageous to the City. The City may also consider administration costs when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The reputation of the respondent and of the respondent's goods or services;
- B. The quality of the respondent's goods or services;
- C. The extent to which the goods or services meet the City's needs;
- D. The respondent's past relationship with the City;
- E. The total long-term cost to the City to acquire the respondent's goods or services;
- F. Any relevant criteria specifically listed herein.

6. **BID/PROPOSAL SUBMITTAL:** The City utilizes Bonfire to advertise and receive bids/proposals electronically. Bids will be received electronically through Bonfire as specified in the bid/proposal packet.. Electronic submittals must be submitted through the Bonfire portal at <https://cityofcorinth.bonfirehub.com>; and must include all required information and attachments; with required signatures. All response documents must be uploaded and included with your submittal in order to be considered.

7. **BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids/proposals on similar items of like quality may be considered if the bid/proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the respondent is proposing exact item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.

8. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.

9. **COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.

10. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

11. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City's Purchasing Office.

- 12. CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.
- 13. CONTRACT ENFORCEMENT:**
- A. The City reserves the right to enforce the performance of any contract that results from an award of this bid/proposal packet. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract authorizes the City to make an award to another respondent, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
  - B. Respondents who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
  - C. Any notice provided by this bid/proposal packet (or required by law) to be given to the successful Respondent by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address provided in the bid/proposal; this shall not prevent the giving of actual notice in any other manner.
  - D. The successful Respondent and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this bid/proposal packet and the UCC, the bid/proposal packet will control.
- 14. DELIVERY:**
- A. Delivery date is important to the City and may be required to be a part of each bid/proposal. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future City orders.
  - B. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Respondent's expense.
  - C. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Respondent fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
  - D. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.
- 15. ETHICS:** The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.
- 16. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this bid/proposal packet will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid/proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the bid/proposal packet. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- 17. FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.
- 18. FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Respondent nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.
- 19. INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the

event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

20. **INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
21. **LATE SUBMITTALS:** The City will reject late bids/proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office. Respondents may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3286.
22. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
- A. Have adequate financial resources or the ability to obtain such resources.
  - B. Ability to comply with the required or proposed delivery schedule.
  - C. Have a satisfactory record of performance.
  - D. Have a satisfactory record of integrity and ethics.
  - E. Be otherwise qualified and eligible to receive an award.
23. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Respondent agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criteria under Section 2270.002; or it (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
24. **NO BOYCOTT OF ENERGY COMPANIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
25. **NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.
26. **NONDISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it 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 this contract against a firearm entity or firearm trade association. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
27. **PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
28. **PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
29. **PRICES HELD FIRM:**
- A. All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
  - B. If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
30. **PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.
31. **QUANTITIES:** Quantities indicated on the Bid/Proposal Form are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchase orders will be issued on an as-needed basis.
32. **REFERENCES:** The City requests each Respondent to supply, with its bid/proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.
33. **RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the bid contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the bid are open for public viewing upon request.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

- 34. **REQUIRED DOCUMENTATION:** In response to this bid/proposal packet, all required documentation must be provided.
- 35. **SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- 36. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- 37. **SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- 38. **SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- 39. **TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.
- 40. **TERMINATION FOR DEFAULT:** The City 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 City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.

- 41. **TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- 42. **TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- 43. **VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- 44. **WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.



**CITY OF CORINTH**  
**CONSTRUCTION SERVICES**  
**INSURANCE REQUIREMENTS EFFECTIVE 3/15/2021**

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**1.0 DEFINITION**

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

**A. Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
  - a. Premises/Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
  - f. Independent Contractors
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

**B. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

**C. Other Insurance Provisions:** The policies are to contain, or be endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the

City, its officers, officials, employees or volunteers shall be in excess of the vendor' and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
  - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
2. **Workers Compensation and Employer's Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
  3. **All Coverage:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.
  4. The City may request different limits of coverage depending on the scope or cost of the project.
- D. **Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
  - E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
  - F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.3 B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

### 1.3 CONSTRUCTION SERVICES REQUIREMENTS

- A. **Definition:** Construction Services are defined as services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.
- B. **Minimum Limits of Insurance:**
  1. **Commercial General Liability:** \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
  1. **Workers Compensation and Employer's Liability:** Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee
  3. **Automobile Liability:** \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.

- C. Additional Insurance Coverage:** The City may request the following additional insurance coverage for building and construction projects. If requested by the City, the vendor must provide certificate of insurance prior to authorization to perform services for the City.
1. Builder's Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.
  2. Umbrella Liability - \$1,000,000: Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.

# LATHAM FENCE, INC.

Serving the Metroplex since 1984

817-992-3409 or 817-903-7728 lathamfence@yahoo.com

FREE ESTIMATES

Section 1, Item 6.

Date November 7, 2022

## ► PROPOSAL ◀

Proposal Submitted To	Work To Be Performed At
Name <u>Cindy Troyer</u>	Address _____
Company <u>City of Corinth</u>	City _____ St _____
Address _____	Contact _____
City _____ St _____	Phone # _____
Phone # _____	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

City Hall Parking Lot Fence:

To install 540 LF of 8' tall iron fencing with one personnel gate and one Cantilever gate with operator. Total Price: \$114,500.00

ALL ELECTRICAL PULLED TO POWER SOURCE SUPPLIED BY City of Corinth

**1 YEAR WARRANTY ON WORKMANSHIP**  
**Owner Responsible for Location of Sprinkler Systems.**

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Buyer agrees to pay any additional costs for the removal of any underground obstacles, compacting filled ground or other unusual ground conditions, including rock, and any damages to company equipment resulting therefrom.

Respectfully submitted Latham Fence, Inc.  
Per Shila Lathan

Note — This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted \_\_\_\_\_ Signature \_\_\_\_\_  
Date \_\_\_\_\_ Signature \_\_\_\_\_

# LATHAM FENCE, INC.

Serving the Metroplex since 1984

817-992-3409 or 817-903-7728 lathamfence@yahoo.com

FREE ESTIMATES

Date November 7, 2022

## ➤ PROPOSAL ◀

Proposal Submitted To	Work To Be Performed At
Name <u>Cindy Troyer</u>	Address _____
Company <u>City of Corinth</u>	City _____ St _____
Address _____	Contact _____
City _____ St _____	Phone # _____
Phone # _____	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

Fire Training Center:

To install approximately 1,200 LF of 8' tall, Commercial grade chain-link fencing

With one cantilever gate with motor, one man gate and one manual double gate.

Total Price: \$ 89,000.00

**———— 1 YEAR WARRANTY ON WORKMANSHIP ————**  
**Owner Responsible for Location of Sprinkler Systems.**

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Buyer agrees to pay any additional costs for the removal of any underground obstacles, compacting filled ground or other unusual ground conditions, including rock, and any damages to company equipment resulting therefrom.

Respectfully submitted Latham Fence, Inc.

Per Shika Lathan

Note — This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

# LATHAM FENCE, INC.

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FREE ESTIMATES

Section 1, Item 6.

Date November 7, 2022

## ► PROPOSAL ◀

Proposal Submitted To	Work To Be Performed At
Name <u>Cindy Troyer</u>	Address _____
Company <u>City of Corinth</u>	City _____ St _____
Address _____	Contact _____
City _____ St _____	Phone # _____
Phone # _____	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

Public Safety:

To raise an existing 6' tall chain-link fence to 12' tall with privacy slats.

To install 3 sets of gates, one rolling and 2 sets of swings

To install 2 gate operators. Total Price: \$ 76,000.00

Minor fence repairs on existing fence, no charge.

**1 YEAR WARRANTY ON WORKMANSHIP**  
**Owner Responsible for Location of Sprinkler Systems.**

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Buyer agrees to pay any additional costs for the removal of any underground obstacles, compacting filled ground or other unusual ground conditions, including rock, and any damages to company equipment resulting therefrom.

Respectfully submitted, Latham Fence, Inc.  
Per Shila Lathan

Note — This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

# LATHAM FENCE, INC.

Serving the Metroplex since 1984

817-992-3409 or 817-903-7728 lathamfence@yahoo.com

FREE ESTIMATES

Section 1, Item 6.

Date November 7, 2022

## ► PROPOSAL ◀

Proposal Submitted To	Work To Be Performed At
Name <u>Cindy Troyer</u>	Address _____
Company <u>City of Corinth</u>	City _____ St _____
Address _____	Contact _____
City _____ St _____	Phone # _____
Phone # _____	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

Public Works:

To remove existing chain-link fence, approximately 1,200 LF

To install 1,200 LF of new, 6' tall tan R-Panel privacy fence on new metal posts

Total Price \$ 86,000.00

### ————— 1 YEAR WARRANTY ON WORKMANSHIP ————— Owner Responsible for Location of Sprinkler Systems.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Buyer agrees to pay any additional costs for the removal of any underground obstacles, compacting filled ground or other unusual ground conditions, including rock, and any damages to company equipment resulting therefrom.

Respectfully submitted LATHAM FENCE, INC  
Per Stella Latham

Note — This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days

#### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

# LATHAM FENCE, INC.

Serving the Metroplex since 1984

817-992-3409 or 817-903-7728 lathamfence@yahoo.com

FREE ESTIMATES

Section 1, Item 6.

Date November 7, 2022

## ► PROPOSAL ◀

Proposal Submitted To	Work To Be Performed At
Name <u>Cindy Troyer</u>	Address _____
Company <u>City of Corinth</u>	City _____ St _____
Address _____	Contact _____
City _____ St _____	Phone # _____
Phone # _____	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

Sewer Plant Site #1:

A. To install 397 LF of 8' tall Western Red Cedar, Total Price \$26,500.00

B. To install 397 LF of 8' tall, tan R-Panel fencing, Total Price \$38,700.00

Sewer Plant Site #2:

A. To install 960 LF of 8' tall Western Red Cedar, Total Price \$64,000.00

B. To install 960 LF of 8' tall, tan R-Panel fencing, Total Price \$75,000.00

### 1 YEAR WARRANTY ON WORKMANSHIP

Owner Responsible for Location of Sprinkler Systems.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Buyer agrees to pay any additional costs for the removal of any underground obstacles, compacting filled ground or other unusual ground conditions, including rock, and any damages to company equipment resulting therefrom.

Respectfully submitted

Latham Fence, Inc.

Per

Shila Lathan

Note — This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days

#### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_



# LATHAM FENCE, INC.

Serving the Metroplex since 1984

817-992-3409 or 817-903-7728 lathamfence@yahoo.com

FREE ESTIMATES

Date November 7, 2022

## ➤ PROPOSAL ◀

Proposal Submitted To	Work To Be Performed At
Name <u>Cindy Troyer</u>	Address _____
Company <u>City of Corinth</u>	City _____ St _____
Address _____	Contact _____
City _____ St _____	Phone # _____
Phone # _____	

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

Carpport Covers at Public Safety:

To install 10' wide x 20' long, R-Panel carpports (with drawings)

Total Price: \$ 3,600.00/each

**———— 1 YEAR WARRANTY ON WORKMANSHIP ————**  
**Owner Responsible for Location of Sprinkler Systems.**

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Buyer agrees to pay any additional costs for the removal of any underground obstacles, compacting filled ground or other unusual ground conditions, including rock, and any damages to company equipment resulting therefrom.

Respectfully submitted Latham Fence, Inc.

Per Shik Lathan

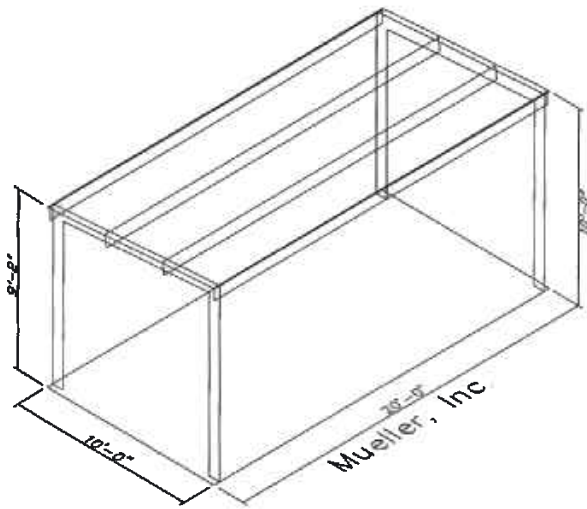
Note — This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

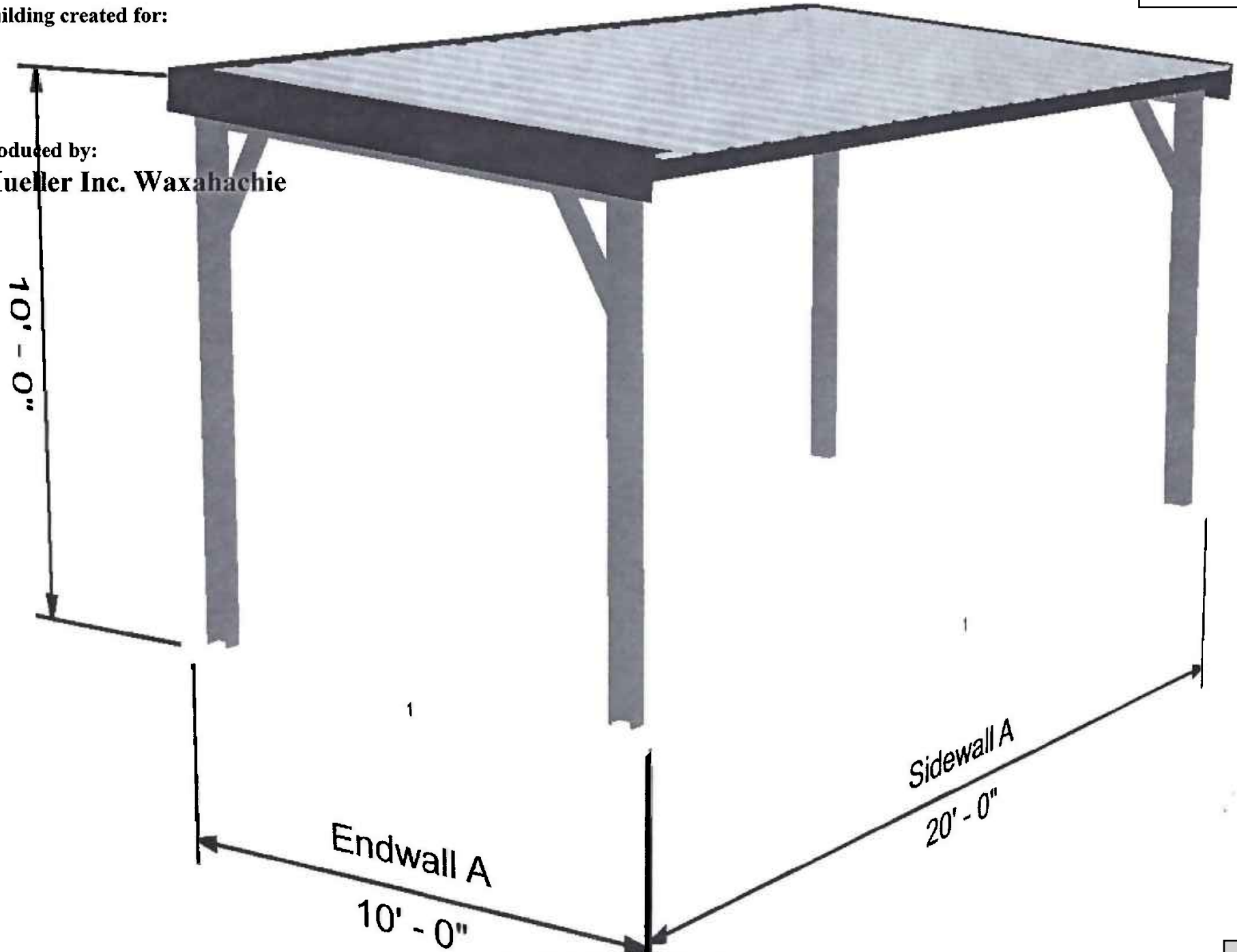


This is Not an Engineered Structure  
Component Order Only

4" Sq-Post-Coredrilled  
2X6-purlins  
R-Panels with Trim

Building created for:

Produced by:  
**Mueller Inc. Waxahachie**



TWAX91347582 - 1/17/2022

# CERTIFICATE OF INTERESTED PARTIES

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.**  
 Latham Fence, Inc.  
 Arlington, TX United States

**Certificate Number:**  
 2022-949891

**Date Filed:**  
 10/28/2022

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

**Date Acknowledged:**  
 11/03/2022

**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.**  
 ARP.1004.2  
 Security Fencing for Employee Parking Area for Corinth City Hall

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 \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**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.	<b>OFFICE USE ONLY CERTIFICATION OF FILING</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> Latham Fence, Inc. Arlington, TX United States	Certificate Number: 2022-949891  Date Filed: 10/28/2022  Date Acknowledged:
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> City of Corinth, TX	

**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.**  
 ARP.1004.2  
 Security Fencing for Employee Parking Area for Corinth City Hall

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 Sheila Latham and my date of birth is 7-5-56.

My address is 709 Bert Drive, Arlington, TX, 76012, TARRANT  
(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 2nd day of November, 2022  
(month) (year)

Sheila Latham  
 Signature of authorized agent of contracting business entity  
(Declarant)

Vendor Instructions: This worksheet must be completed and returned with quote. The City of Corinth is required to obtain this information from vendors for all federally funded purchases.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL CONTRACTS UNDER FEDERAL AWARDS - APPENDIX II TO 2 CFR PART 200

The following provisions are required when federal funds are expended by Customer for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.

Does vendor agree? [checked] Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Does vendor agree? [checked] Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must 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."

Does vendor agree? [checked] Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Does vendor agree? [checked] Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

Does vendor agree?  Yes  No  Not Applicable

(F) Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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.

Does vendor agree?  Yes  No  Not Applicable

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Does vendor agree?  Yes  No  Not Applicable

(H) 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 1986 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.

Does vendor agree?  Yes  No  Not Applicable

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.

Does vendor agree?  Yes  No  Not Applicable

**DOMESTIC PREFERENCES FOR PROCUREMENTS**  
**2 CFR § 200.322**

- \* (J) As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

*Manufactured products* means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete; glass, including optical fiber; and lumber.

Does vendor agree?  Yes  No  Not Applicable

**PROCUREMENT OF RECOVERED MATERIALS**  
**2 CFR § 200.323**

- \* (K) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Does vendor agree?  Yes  No  Not Applicable

**(L) RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS**  
**2 CFR § 200.334**

When federal funds are expended by Customer for any contract resulting from this procurement process, the Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree?  Yes  No  Not Applicable

- \* \*\*\*\*\*J and K depends on which product is chosen for the iron job, at City Hall. Ameristar is a domestic product, it takes 6-8 weeks to get delivery upon order. The Halco product is an Import, but it is more assessible.



**BONDING REQUIREMENTS**  
**2 CFR § 200.326**

(M) For construction or facility improvement contracts or sub-contracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- a) A bid guarantee from each bidder relevant to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the executed of the work provided for in the contract.

Does vendor agree?  Yes  No  Not Applicable

**CERTIFICATION OF ACCESS TO RECORDS**  
**2 C.F.R. §200.337**

(N) Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does vendor agree?  Yes  No  Not Applicable

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

(O) When federal funds are expended by Customer for any contract resulting from this procurement process, Vendor certifies it will comply with the mandatory standards and policies relating to energy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18)

Does vendor agree?  Yes  No  Not Applicable

FEDERALLY FUNDED PURCHASES

By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor Name Latham Fence, Inc.

Address 709 Bert Drive Arlington, TX 76012

Phone 817-992-3409 Email lathamfence@yahoo.com

Name & Title of Authorized Representative Sheila Latham, Owner

Signature of Authorized Representative Sheila Latham

Date 11-3-22

Federal Tax ID # 82-2297020



March 29, 2022

LATHAM FENCE INC  
709 BERT DRIVE  
ARLINGTON, TX 76012

Re: Contract # 18-013 - Citywide Fence Repair, Rental and Construction Services

To whom it may concern,

The City of Hurst Purchasing Department extends this invitation to renew the above-mentioned contract for an additional one (1) year period. Please mark the appropriate response below and complete the vendor authorization. All prices must remain firm for the renewal period June 1, 2022 through May 31, 2023.

Yes, we will accept the offer to extend the same contract pricing for the new renewal period

Yes, we will accept the offer to extend the contract through the new renewal period, but with the attached price changes. City staff will review submitted price changes and will decide whether or not to accept these changes or allow the contract to expire.

No, we will NOT accept the offer to extend the contract.

Please email response to myself or [purchasing@hurstx.gov](mailto:purchasing@hurstx.gov).

Sincerely,

Jeff Florey  
Buyer of Risk/Purchasing

Vendor Authorization:

Sheila Latham  
Printed Name

Owner  
Title

Sheila Latham 3-30-22  
Signature & Date

City Authorization:

Jerry Lewandowski  
Printed Name

Dir. Purchasing/Risk/UB  
Title

Jerry Lewandowski 3/30/22  
Signature & Date



# Contract Cover Page

\*Dept. Submitting Contract:  \*Contract Number:

\*Title of Contract:

\*Department Contact:  Can others piggyback on this contract?   Yes  No

\*Supplier Name:  Is this a Sole Source Contract?   Yes  No

Supplier Phone:

Supplier Email:  \*Is this contract for a one time project?  Yes  No

Source of Contract:  Start Date:  Exp Date:

Contract Duration:  Number of Renewals:  Date approved by Council:

### Brief Description of Contract:

The contractor will provide services for fence repair, rental, and new construction.

\*Attach contract here:



## CITY OF HURST INVITATION TO BID

The City of Hurst is soliciting sealed bids to award an annual service agreement for **fence repair, rental and construction services**. The successful fence services Contractor shall provide all labor, equipment, and public safety equipment necessary to perform this work. The successful fence services Contractor (primary Contractor) shall provide fence repair, rental and construction services, as needed, during a twelve (12) month period at City owned facilities. At the City's option, this award may be renewed annually for four (4) additional 12-month periods.

This will be a multi-Contractor agreement whereby, should the primary Contractor be unable to fulfill the City's order in the time frame requested, then the City reserves the right to use another Contractor (secondary Contractor). Please indicate in the "Authority to Quote" section if you would like to be a secondary Contractor.

Designate on the front, lower, left hand corner of your response envelope, the following:

**Bid Reference Number: 18-013**

**Subject: Citywide Fence Repair, Rental and Construction Services**

**Bid Closing Time: April 26, 2018 at 2:00 PM**

For convenience at Bid Opening, Enter Quote on this Cover Page and Include in Sealed Response Envelope (**Do Not Place Quoted Prices on the Outside of the Envelope**):

Total Cost: \$ 3,687.00  
(Also, Enter Amount in "Authority to Quote" Section)

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## INSTRUCTIONS TO BIDDERS

1. **BID SUBMISSION ADDRESS AND DEADLINE**

Complete bids will be received in Risk/Purchasing, City Hall, 1505 Precinct Line Road, Hurst, TX 76054 until the bid submission deadline (bid closing time and date) as stated on the cover page. Bid responses received after the closing time and date will be returned to sender unopened. Faxed responses are not considered sealed and cannot be accepted.

If you do not wish to bid at this time, please submit a "No Bid" by the same time and date at the same location as stated for bidding.

2. **SIGNATURES**

All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be accepted.

3. **ALTERING BIDS BY THE BIDDER**

Bids cannot be altered, amended or withdrawn by the bidder after the bid opening deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineation, alteration, or erasure made before this deadline.

4. **MODIFICATIONS AND AMENDMENTS BY THE CITY**

The City shall have the right to modify the specifications prior to the bid submission deadline and will endeavor to notify all potential Bidders that have received a copy of the bid specifications, but failure to notify shall impose no obligation or liability on the City.

5. **BID WITHDRAWAL OR REJECTION**

The City reserves the right to withdraw the request for bids for any reason. The City further reserves the right to accept or reject part or all of any specific bid or all bids and to accept or reject any trade-in.

6. **LATE BIDS**

The City of Hurst is not responsible for lateness or non-delivery of mail, carrier, etc. to the City, and the time and date recorded in the Purchasing Office shall be the official time of receipt.

7. **PRICES HELD FIRM**

All prices quoted by the Bidder will remain firm for a minimum of 90 days from the date of the bid unless otherwise specified by the City of Hurst.

8. **IDENTICAL BIDS**

In the event of two or more identical low bids, the agreement will be awarded as prescribed by Chapter 271, Subchapter Z, Section 271.901 of the Texas Local Government Code.

9. **DEVIATIONS FROM SPECIFICATIONS**

Any deviations from specifications and alternate bids must be clearly shown with complete information provided by the Bidder. They may or may not be considered by the City.

10. **WARRANTIES**

Guaranties and warranties of quality service should be attached as part of the bid as they may be a consideration in making the award.

11. **DURATION OF AGREEMENT and PRICE ADJUSTMENTS**

The successful Bidder will be awarded a twelve (12) month agreement. Prices must not be increased for the entire agreement period. At the City's option, the agreement may be renewed for four (4) additional twelve (12) month periods, then from month-to-month until a new agreement is established or the agreement is terminated. The service purchased under this agreement may be subject to a price increase at the time of renewal based on the current Employment Cost Index for your industry category as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics does not accumulate data on the services defined by these specifications, by mutual agreement, the successful bidder may increase its prices for an amount not to exceed 5%.

Price decreases are allowed at any time.

Any request for a price increase must be presented to the City at least 60 days before the expiration of the current agreement.

12. **FUNDING OUT**

The continuation of this annual agreement with the successful Bidder is contingent, in part, upon the continued availability of appropriations.

13. **TERMINATION OF AGREEMENT**

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Bidder fails to perform in a manner deemed acceptable to the City. Upon delivery of such notice by the City to the successful Bidder, the successful Bidder shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Bidder shall submit a statement to the City for payment of that portion of the agreement successfully performed.

14. **ASSIGNMENT**

The successful Bidder's rights and duties awarded by the agreement may not be assigned to another without the written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assignor of the liability in the event of default by the assignee.

15. **BID AMBIGUITY**

Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with the specifications, instructions, and all conditions of bidding shall be construed in the favor of the City.



16. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications. All change orders to the agreement will be made in writing and shall not be effective unless signed by an authorized representative of the City.

17. **LIENS**

The successful Bidder agrees to and shall indemnify and save harmless the City of Hurst against any and all liens and encumbrances for all labor, goods, and services which may be provided under the City's request, by seller or seller's Supplier(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

18. **PATENT INDEMNITY**

The successful Bidder hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful Bidder agrees to indemnify and hold harmless the City of any and all costs, expenses, judgments, and damages which the City may have to pay or incur.

19. **GRATUITIES/BRIBES**

The City may, by written notice to the successful Bidder, cancel this agreement without liability to the successful Bidder if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative to any City officer, employee, or elected representative with the respect to the performance of the agreement. In addition, the successful Bidder may be subject to penalties stated in Title 8 of the Texas Penal Code.

20. **RESPONSE FORM TO BE USED**

Unless otherwise stated in these specifications, the bid quote must be submitted on the form provided.

21. **PAYMENT and TAXES**

Payment to the successful Bidder will be after satisfactory completion of the services ordered by the City or scheduled in the specifications and receipt of the invoice or other billing instrument used by the successful bidder. The City is exempt from Federal Excise and State Sales tax; therefore, tax must not be included in the bid price.

All prices quoted shall include all charges, including delivery and set-up fees.

22. **MATERIAL SAFETY DATA SHEETS (MSDS)**

The Contractor shall provide MSDS for the products used in this service, if applicable.

23. **REFERENCES**

Each bidder is to provide a minimum of three (3) verifiable references in which the bidder has performed similar work described. List the references on Attachment I.

24. **COOPERATIVE GOVERNMENTAL PURCHASING**

Other Governmental entities utilizing interlocal agreements with the City of Hurst may desire, but are not obligated, to purchase goods or services defined in this solicitation

from the successful Bidder. All purchases by governmental entities, other than the City of Hurst, will be billed directly to and paid by that governmental entity. The City of Hurst will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the bid specifications.

Prior to other governmental entities placing orders, the City of Hurst will notify the successful bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Hurst.

Yes, Others can purchase;       No, Only the City of Hurst can purchase

25. **NOTIFICATION OF BID SPECIFICATIONS**

Please check below how you learned of these bid specifications:

Newspaper Advertisement;

PublicPurchase.com

City <sup>emailed</sup> ~~Mailed~~ Me a Copy;

Cold Call to the City

City's Web Site;

Other: we did the work on the previous contract

26. **STANDARD FORM OF AGREEMENT**

Each Bidder may submit their contract for services form for City evaluation. At the City's option, the successful bidder's form may be used as submitted or edited to meet the City's needs. Or, the City may choose to use its Standard Form of Agreement listed as Attachment III.

27. **NULL AND VOID**

At the City's option, this contract shall become null and void in either of the following circumstances. Such option may be exercised prior to the completion of the contract by the City, giving written notice to the successful Bidder at the addresses designated in the contract.

27.1 If successful Bidder's control over the company's operations is materially reduced.

27.2 If two (2) or more principal members of the company are terminated, resign, are replaced, or in any other way relieved of direct control of the company.

28. **BETTER BUSINESS BUREAU**

The successful Bidder must presently be in good standing with the Better Business Bureau that services the area where the Bidder's principal place of business is located.

**29. CONFLICT OF INTEREST**

Pursuant to the requirements of Section 176.002(a) of the Texas Local Government Code, Suppliers or Respondents who meet the following criteria must fill out a conflict of interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposals or bids, correspondence or another writing related to a potential agreement with the City:

A Supplier or Respondent that:

- (1) contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or
- (2) is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity. Any person who meets the criteria. As for enforcement to ensure the veracity of the Suppliers, the statute makes it a Class C Misdemeanor to violate the Supplier disclosure provisions.

Additional information and the form to be used to file this notice can be found at:

[www.ethics.state.tx.us/whatsnew\\_conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew_conflict_forms.htm).

By submitting a response to this Bid/RFP, supplier, contractor or person represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

**30. SPECIFICATION CLARIFICATION**

For clarification to these specifications, contact the Director of Parks at (817) 788-7220 or Risk/Purchasing at 817-788-7018.

## **BONDS, INSURANCE, and INDEMNITY**

### **BONDS**

No bonds are required to be submitted at this time. However, should any project associated with this service agreement exceed \$25,000, a bid bond shall accompany all proposals from a Treasury Listed Surety (with the appropriate "Powers of Attorney") or by a cashier's or certified check upon a national or state bank in the amount of five percent (5%) of the total maximum bid, as a guarantee that the Bidder will enter into a contract with the City of Hurst.

### **INSURANCE**

The successful Bidder shall meet the minimum insurance requirements as defined in the Attachment II.

### **INDEMNITY**

The successful Bidder agrees to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the successful Bidder, or any agent, servant, or employee of the successful Bidder in the execution of the performance of this agreement, without regard to whether such persons are under the direction of City agents or employees.

## SPECIFICATIONS

Unless otherwise stated, all specifications listed are minimum requirements.

1. **Normal Response Time**  
All tasks are to be accomplished on an as-needed basis with no more than five (5) working days response time once successful bidder is notified, except in the case of emergency situations.
2. **Emergency Response Time**  
In emergency situations the successful bidder shall be able to respond in 24 hours. The successful bidder shall provide the City representative with a 24-hour emergency phone number. Emergency shall include situations where fences pose an eminent danger to life or structures.
3. **Fence Repair, Rental and Construction Service Times**  
The contractor shall conduct fence repair, rental and construction services Monday through Friday. A City representative must approve Saturday fence repair, rental and construction services. No Sunday work will be requested or conducted except in the case of an emergency.
4. **Repairing Damage**  
The successful bidder will be responsible for repairing damage to any and all adjacent property including, but not limited to: irrigation equipment, concrete, flatwork or turf, telephone, cable or power lines, etc., that may be damaged by contractor when conducting fence repair, rental and construction services.
5. **City Contacts**  
The City of Hurst representatives will be the Director of Parks, 817-788-7220 or his designated representatives.
6. **Additional Quotations**  
During this service agreement, additional fence repairs, rentals and/or constructions not specifically noted in these bid specifications may be requested from the successful bidder. At the City's option, quotes may be obtained before these additional services are performed.
7. **Requirements**
  - A. **Fence Repair:**
    1. At the City's option, fence repair will consist of either replacing metal posts, chain-link fabric, or both.
    2. All damaged fence materials and debris will be removed from the site and disposed of at a legal location.

- B. Fence Rental:
  - 1. The rental objectives may include:  
Temporary Construction – delivery, set up, tear down and pick up of appropriate fence panels to completely enclose a construction site.
  - 2. Established barricading and safety guidelines will be utilized when fence rental operations occur adjacent to City streets. See City of Hurst Barricade manual.
- C. Fence Construction  
All applicable permits must be obtained before new fence construction can take place. The City will waive all fees associated with fence permits.

- 8. **Quality Assurance**  
On-site and follow-up inspections will be conducted to monitor performance and the audit of time/billing. Informal reviews will be made with the successful bidder to address ongoing performance.

**GENERAL DEFINITIONS**

- 1. **PROJECT AREA**  
The project area shall refer to the geographic area(s) of the City designated to receive specific fence repair, rental and construction services. This area includes parks, medians, right of ways, and City owned properties.
- 2. **INSPECTOR**  
Shall mean the Director of Parks or his/her designated representative, who shall monitor the Contractor’s performance.
- 3. **TRASH AND LITTER**  
Shall mean any debris within the fence repair, rental and construction services area such as paper, cans, bottles, trash bags, rocks, etc., which is not intended to be part of the landscape. Removal of debris includes the sweeping or blowing away of metal fragments from all surfaces such as grass, sidewalks, curbs and the noses of medians.

**WORK ORDERS, ASSIGNMENTS, AND INSPECTION OF WORK**

- 1. **WORK RECORD SUMMARY**  
The successful bidder shall forward to the Parks Department a work record summary detailing the dates, times and locations of the work that has been completed. The summary will become documentation supporting payment to the Contractor.
- 2. **FAILURE TO COMPLETE MAINTENANCE SCHEDULE**  
Failure on the part of the Contractor to maintain the required production rate shall be sufficient reason for the City to have the work in question completed by others, (secondary bidder).

**NOTE:** If work is completed by others, any additional cost caused by a higher price may be deducted from the original Contractor's next payment, if any.

3. **DEFICIENCIES IN WORK**

The Contractor shall correct any deficiencies in work within 48 hours of written or verbal notification by the City. Should the Contractor fail to correct the default to the satisfaction of the City within this period, the City reserves the right to withhold payment and/or to terminate, in whole or in part, this agreement.

4. **INSPECTIONS**

The City reserves the right to inspect, either announced or unannounced, the work performed by the Contractor. Upon determination of any violation of the specifications and/or this agreement, the inspector shall record all pertinent information for City review.

5. **OZONE ALERT POLICY**

It is the responsibility of the Contractor to adhere to the City's guidelines associated with Ozone Alert Days. Ozone Alert Days are announced at 3:00 p.m. each day prior to the alert. The Contractor shall not use any gasoline-powered equipment prior to 10:00 a.m. on these days. Equipment with diesel engines are not restricted. The Contractor is required to obtain the necessary information pertinent to Ozone Alert Days.

6. **EQUIPMENT**

The successful Contractor **must own** all equipment necessary to perform assigned work described in these specifications.

7. **UNIFORMS**

Uniforms – The selected low bidder shall provide his/her employees with standard appropriate uniforms for conducting work assignments at municipal facilities. These uniforms shall consist of appropriate headgear, pants/shorts and shirts printed with the company's name or logo. These uniforms must be worn at all times when working on City property. Any employee not wearing appropriate clothing will be asked to leave the site.

**GENERAL CRITERIA**

1. **FRAMEWORK**

Schedule 40 galvanized and coated with chromate inside and out – meets or exceeds ASTM 1043, Type A and ASTM F 1083, and shall be manufactured in accordance with all related ASTM, Federal and AASHTO Specifications. 1.8 oz. or 2.0 oz. pure zinc coating as determined by specified thickness.

2. **STRUCTURE**

- A. Fabric: 2" MESH X 9GA X .148 DIA x 850LB MBS
- B. Rail/Braces: 1 5/8" OD SCH 40 2.27# per ft ASTM A-53
- C. Line Post: 2 3/8" OD SCH 40 3.65# per ft ASTM A-53

- D. Corner/End & Pull Post: 2 7/8" OD SCH 40 5.79# per ft ASTM A-53
- E. Fittings/Accessories: Provide items required to complete fence system. All steel fittings such as bands, tension bars, nuts and bolts, and gate hardware shall be galvanized to prevent corrosion with similar coatings as with the framework and fabric. Items such as rail ends and eye tops are made from die-cast aluminum as well as galvanized steel. ASTM Specification for Fence Fittings.
- F. Top and bottom selvages shall be knuckled
- G. Setting Materials: Concrete, with a minimum 28-day compressive strength of 3,000 psi (20 Mpa).

**GATES**

Frames shall be 2" OD. Fabric filler (9 gauge) to be same as used in fence. Gate hardware/accessories shall be galvanized per ASTM A 153. Hinges: Size and materials shall suit gate size, non-lift-off type, offset to permit 180-degree gate opening. Provide 1-1/2 pair of hinges for each leaf over 6' nominal height. Latch: Forked type or plunger bar type to permit operation from either side of gate with padlock eye as integral part of latch. Keeper: Provide for vehicle gates that automatically engage gate leaf and holds open position until manually released. The pintel in the post hinge and receiver of the gate frame hinge shall be entirely round so the gate hangs properly and doesn't sag. Tie wires shall be made from aluminum or galvanized steel. Fittings must be designed for good fit, and sound functioning.

**Gate Leaf Single Width (based on fabric height)**

6 ft. (1830 mm) or less	Post Size (round)	(inches)	2.875
		(mm)	73.0
	Weight	(lb/ft)	5.79
		(kg/m)	8.6
6 ft. (1830 mm) to 12 ft. (3660 mm)	Post Size (round)	(inches)	4.000
		(mm)	101.6
	Weight	(lb/ft)	9.11
		(kg/m)	13.6
12 ft. (3660 mm) to 19 ft. (5790 mm)	Post Size (round)	(inches)	6.625
		(mm)	168.3
	Weight	(lb/ft)	18.97
		(kg/m)	28.3
Over 19 ft. (5790) to 23 ft. (7010 mm)	Post Size (round)	(inches)	8.625
		(mm)	219.1
	Weight	(lb/ft)	28.55
		(kg/m)	42.5



**EXECUTION****1. Inspection/Preparation**

- A. Upon removal of old fencing, verify that grading in fence location is without irregularities that would interfere with new fence installation.
- B. Measure and lay out complete fence line. Locate and mark position of posts at equal distance; spacing not to exceed 10' o.c.
- C. Locate corner posts at positions where fence changed directions more than 10 degrees.

**2. Installation**

- A. Set line posts in holes 10" in diameter and 36" deep. Set terminal posts in holes 12" in diameter and 36" deep. Set posts plumb to 1/4" in 10' with bottom of post 6" above the bottom of the hole. Fill holes with concrete and to 2" above finish grade; crown top surface to slope away from post. Provide smooth troweled finish on all footings.
- B. Stretcher bars shall be arranged for attaching the fabric to all terminal posts by threading through the fabric by bands or by other positive mechanical means. One stretcher bar shall be provided for each gate and end post and two for each corner and pull post.
- C. Fabric shall be securely fastened to the line posts with clips or ties at intervals not exceeding 15" and to the top and bottom rails at intervals not exceeding 24". Position bottom of fabric 1" above finished grade.
- D. Set top rails as nearly parallel to the finish grade as possible and at the specified height of fence. In the case of sloping grades, the top rail shall be sloped uniformly parallel to the finish grade as nearly as possible and in a manner to prevent any abrupt changes in grade of the top rail. Top rail shall be installed in a continuous run between terminal posts using eye top caps. Center rail to run outside fabric between all posts on infield including backstop, dugouts and 1<sup>st</sup> and 3<sup>rd</sup> baseline. Run bottom rail continuously.
- E. Provide a tension band for each one-foot of fabric height. Tension wire shall be installed at bottom of fence in areas not having center rail.
- F. Install gates plumb and level to 1/4 " in 10'. Secure for full opening without interferences. Adjust hardware for smooth operation.

## AUTHORITY TO QUOTE

I agree to meet the stated minimum requirements as set forth in these specifications and any document attached for the total prices.

**NOTE: Quotes must be provided for all components. Incomplete bids will not be accepted.**

**A. General Fencing Repairs:** Consists of repairing/replacing chain-link fabric, posts, top rail and bottom rail within linear feet in question.

6' Chain Link Fence Repair	Cost per Linear Foot
Less than 20'	\$ 22.00
More than 20', but less than 50'	\$ 22.00
More than 50', but less than 80'	\$ 22.00
8' Chain Link Fence Repair	
Less than 20'	\$ 25.00
More than 20', but less than 50'	\$ 25.00
More than 50', but less than 80'	\$ 25.00

**B. New Fence Installation:** Consists of installing chain-link fabric, posts, top rail and bottom rail within linear feet in question.

6' Chain Link Fence Install	Cost per Linear Foot
0 to 100'	\$ 22.00
101 to 200'	\$ 22.00
201 to 300'	\$ 22.00
301 to 400'	\$ 22.00
More than 400'	\$ 22.00

<b>8' Chain Link Fence Install</b>	
0 to 100'	\$ 25.00
101 to 200'	\$ 25.00
201 to 300'	\$ 25.00
301 to 400'	\$ 25.00
More than 400'	\$ 25.00

**C. Gates:** Consists of installing chain-link fabric, posts and hinges per size gate in question.

<b>6' Gates</b>	<b>Cost Each</b>
3' Pedestrian Gate	\$ 250.00
5' Pedestrian Gate	\$ 250.00
10' Double Gate Drive Thru	\$ 375.00
12' Double Gate Drive Thru	\$ 400.00
<b>8' Gates</b>	
3' Pedestrian Gate	\$ 250.00
5' Pedestrian Gate	\$ 250.00
10' Double Gate Drive Thru	\$ 375.00
12' Double Gate Drive Thru	\$ 400.00

**D. Fence Post in Ground Rental:** Consists of delivery, set-up, tear-down and pick-up of post in ground, temporary rental fence, with access gates installed.

<b>Post Driven Fence Rental</b>	<b>Cost per Linear Foot</b>
4' Chain-link Fence, Post in Ground	\$ 5.00
6' Chain-link Fence, Post in Ground	\$ 6.00
<b>Post Driven Fence Gate Rental</b>	<b>Cost Each</b>
10' Double Access Gate Installed, 4' Fence	\$ 350.00
12' Double Access Gate Installed, 6' Fence	\$ 400.00

<b>TOTAL FOR ALL FENCING CATEGORIES, A, B, C, &amp; D (Also, Include on Cover Page)</b>	\$ 3,687.00
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**Add Alternate A**

<b>Wood Fence Installation Hurst Athletic Complex</b>	<b>Cost per Linear Foot</b>
8' Cedar Wood Fence; Board on Board Construction; Metal posts set in concrete; Top Cap; Four (4) Lateral rail support members evenly spaced; Stained and sealed on both sides.	\$ 40.00
<b>Wood Fence Repair</b>	<b>Labor and Materials</b>
The Contractor shall bid an hourly rate price, plus rate of discount from published list prices on materials used for manufacturing and installing.	\$ 125.00/hr

**Add Alternate B**

<b>Iron Fence Installation and Repair</b>	<b>Cost per Linear Foot</b>
8' Iron Fence; 1" x 1" pickets, 2" x 2" lateral rails; 4" x 4" posts.	\$ 75.00
<b>Iron Fence Repair</b>	<b>Labor and Materials</b>
The Contractor shall bid an hourly rate price, plus rate of discount from published list prices on materials used for manufacturing and installing.	\$ 175.00/hr.

NOTE:

**The above pricing is to include all costs necessary to perform the service requested. Pricing should include supervisory fees. No other costs or fees will be paid other than the above stated pricing. All pricing is to remain firm for the contract period.**

WE AGREE TO SERVE AS A SECONDARY VENDOR IF NOT SELECTED AS THE PRIMARY VENDOR..... YES ( ) NO

Bidder/Company Name: Latham Fence, Inc.

Authorized Representative: John Latham / Sheila Latham

Signed: John Latham / Sheila Latham

Title: MANAGER, SUPERVISOR / OWNER

Address: 709 Bert Drive

City, State, & Zip: ARLINGTON, TX 76012

Date: April 24, 2018

Telephone: (817) 903-7728

Fax Number: ( ) N/A

E-Mail Address: lathamfence@yahoo.com

Warranty (Please describe): ONE YEAR ON MAINTENANCE AND MATERIALS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT I

### REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references, in which the bidder has provided this or a similar service.

Company Name: NORTH TEXAS Contracting  
 Address: 4999 Keller Haslet ROAD, Keller, TX 76248  
 Contact Person: Andy Nord OR Jarvis Ward  
 Telephone: 817-430-9500  
 When Purchased by Reference: ON-going WORK FOR 20+ years

Company Name: NORTH TEXAS MUNICIPAL WATER District  
 Address: 810 NORTH Hwy. 78, Bldg. F, Wylie, TX 75098  
 Contact Person: Phil Bossingham  
 Telephone: 409-626-4582  
 When Purchased by Reference: Oct. 23, 2017, contract started

Company Name: Rebcon, INC.  
 Address: 1868 W. Northwest Highway, DALLAS, TX 75220  
 Contact Person: MARK GAINES  
 Telephone: 972-444-8230  
 When Purchased by Reference: ON-going WORK FOR 18 years

## ATTACHMENT II

### INSURANCE

**SECTION A.** Prior to the approval of this agreement/contract by the City, the successful Bidder/Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriters/insurance carriers to the coverages, limits, and termination provisions shown thereon. **THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.**

### INSURANCE COVERAGE REQUIRED

**SECTION B.** The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**SECTION C.** Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following types and amounts:

	TYPE	AMOUNT
1.	<b>Workers' Compensation and Employer's Liability</b>	Statutory  \$100,000/500,000/100,000
<b>NOTE: No other insurance can be substituted for the State approved workers' compensation coverage.</b>		

	TYPE	AMOUNT
2.	Commercial General (Public) Liability insurance including coverage for the following: a. Premises Operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability g. Medical payments	Combined single limit for bodily injury and property damage in the amount of \$500,000 per occurrence or its equivalent.



	TYPE	AMOUNT
3.	<b>Comprehensive Automobile insurance,</b> including coverage for loading and unloading hazards, for: a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit for bodily injury and property damage in the amount of \$500,000 per accident or its equivalent.

**ADDITIONAL POLICY ENDORSEMENTS**

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

**REQUIRED PROVISIONS**

The successful Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate, or its attachment, the following required provisions:

- A. Name the City of Hurst and its officer, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- B. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change; 10 days notice for workers' compensation coverage;
- C. The Contractor agrees to waive subrogation against the City of Hurst, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- D. All copies of the certificates of insurance shall reference the project name or bid number for which the insurance applies;
- E. Provide that all provisions of this agreement concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability sufficient to include such obligations within applicable policies;
- F. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an

extended discovery period for a minimum of 5 years which shall begin at the end of the warranty period;

- G. Provide for notice to the City of Hurst at the two addresses shown below by registered mail.

**NOTICES**

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.

All notices shall be given to the City at the following two addresses:

Parks Department  
City of Hurst Service Center  
2003 Precinct Line Road  
Hurst, TX 76054

Risk/Purchasing  
City Hall  
1505 Precinct Line Road  
Hurst, TX 76054

**SECTION D.** Approval, disapproval, or failure to act by the City of Hurst regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerates the Contractor from liability.

### ATTACHMENT III

#### STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF HURST AND CONTRACTOR

THIS AGREEMENT is effective as of the date stated on the signatory page by and between the City of Hurst (hereinafter called OWNER) and

Latham Fence, Inc.

of the City of ARLINGTON, County of TARRANT, State of Texas

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### Article 1. WORK.

The PROJECT for the Work detailed under the Contract Documents (see Article 7 of this Agreement for items included in the "Contract Documents") is generally identified as follows:

Citywide Fence Repair, Rental and Construction Services  
Bid Reference Number: 18-013

#### Article 2. CONTRACT TIME

2.1. This contract will be for a twelve (12) month period effective the date of signature on this document. At the City's option, it may be renewed for four (4) additional 12-month periods.

#### Article 3. CONTRACT PRICE.

3.1 OWNER shall pay CONTRACTOR the prices in CONTRACTOR's bid quote plus additional work performed when authorized by OWNER. Additional work shall be paid based on an hourly basis, quoted for the facility where the work is to be performed.

#### Article 4. PAYMENT PROCEDURES.

4.1 Payment to CONTRACTOR will be after satisfactory completion of scheduled fence repair, rental and construction services or OWNER authorized fence repair, rental and construction services and receipt of invoice or other billing instrument used by CONTRACTOR. All charges are to be less sales tax as OWNER is tax exempt. Payment will only be made for services performed. Contractor must document each fence repair, rental and construction service at each location to receive payment. In no case shall the total contract be divided by the number of months in the contract for payment applications.

**Article 5. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract, Documents, Work to be performed, site(s), locality, tests, reports, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

5.2 CONTRACTOR has correlated the results of all such observations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

5.3 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by OWNER is acceptable to CONTRACTOR.

**Article 6. MISCELLANEOUS**

6.1 ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

6.3 TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of the termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the changes as have been previously made. Copies of all completed designs, plans, and specifications prepared under this Contract shall be delivered to OWNER when and if this Contract is terminated.

## 6.4 CLEANUP:

### **During Operations**

CONTRACTOR shall, at all times, keep the job site free from materials, debris, and rubbish as is practical and shall remove same from any portion of the job site when, in the opinion of the City's representative, it becomes objectionable, interferes with the project or endangers the safety of the general public.

### **Final**

Upon completion of the work, CONTRACTOR shall remove from the site, all materials, tools and equipment belonging to him, and leave the site with an appearance acceptable to the City's representative. CONTRACTOR shall thoroughly clean all equipment and material installed by him and shall deliver over such materials and equipment in a clean and new appearing condition. Any area damaged or disturbed by CONTRACTOR outside the City rights of way and easements shall be restored to original condition to the satisfaction of the property owner. A release from the property owner may be required. Restoration of all other areas outside the actual work site shall be to original condition or as outlined in the Contract Documents.

## 6.5 SUBCONTRACTING

1. CONTRACTOR may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

2. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.

3. CONTRACTOR shall be as fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

4. CONTRACTOR shall have a person that is on his payroll and with the authority to make decisions, on site at all times. This individual must be able to communicate in English.

5. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

6.6 PERMITS AND LICENSES: CONTRACTOR shall procure at his expense all permits and licenses necessary, pay all charges and fees and give all notices necessary and incident to the prosecution of the work. Fees, except for special licensing, such as Master Irrigator, etc., will be waived for required City permits.

- 6.7 **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay, or other forms of compensation, selection of training, including apprenticeship, and participating in recreational and education activities. CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration of employment without regard to race, color, sex, religion, national origin, or disability. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for standard commercial supplies, raw materials, and labor.
- 6.8 **INSURANCE:** Within ten (10) days of execution of this Contract, and before CONTRACTOR begins Work, CONTRACTOR must provide OWNER with proof of insurance as defined in the Contract Documents.
- 6.9 **SAFETY:** CONTRACTOR shall comply with all Occupational Safety and Health Act (OSHA) standards and any other Federal, State or Local rules and regulations applicable to construction and/or maintenance activities in the State of Texas.

City Safety Personnel or any supervisor may, but are not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk or loss for injuries or damage sustained as a result of a violation of these safety articles from CONTRACTOR to OWNER. CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.

**Article 7. CONTRACT DOCUMENTS.**

The Contract Documents, which comprise the entire agreement between CONTRACTOR and OWNER concerning the work, consist of the following:

- 7.1 Invitation to Bid
- 7.2 Bid Specifications and CONTRACTOR's Response
- 7.3 Insurance Attachment
- 7.4 Insurance Certificate (completed by CONTRACTOR's insurance agent/broker)

Executed on behalf of CONTRACTOR by its owner or authorized representative shown below, and on behalf of OWNER by its authorized representative, this agreement will be


effective 1<sup>st</sup> day of June, 2018.


OWNER:

City of Hurst  
1505 Precinct Line Road  
Hurst, TX 76054

CONTRACTOR:


Name: Latham Fence, Inc.  
Address: 709 Bert Drive  
City: ARLINGTON  
State: TX  
Zip: 76012

By:   
Clay Caruthers  
(Print Name)  
City Manager  
(Print Title)

By:   
Sheila Latham  
(Print Name)  
Owner  
(Print Title)

Seal (If Corporation)

Recommended By:

  
(Signature)  
Allan Heindel  
(Print Name)  
Deputy City Manager  
(Print Title)

Approved as to Form and Legality this 25 day of May, 2018.

  
City Attorney

[Texas Ethics Commission Electronic Filing Authority](#)

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

An **interested party** is: "(1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity."

(1) A **controlling interest** means: "(1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers."

(2) An **intermediary** means: "a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who: (1) receives compensation from the business entity for the person's participation; (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and (3) is not an employee of the business entity."

The definitions are located here: [https://www.ethics.state.tx.us/rules/adopted\\_Nov\\_2015.html#Ch46.3](https://www.ethics.state.tx.us/rules/adopted_Nov_2015.html#Ch46.3)

Login Here to complete the form: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Once the form is completed and notarized it must be submitted to Jerry Lewandowski in Purchasing who will officially acknowledge receipt of the form.



# 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.**  
Latham Fence, Inc.  
Arlington, TX United States

Certificate Number:  
2018-344272

Date Filed:  
04/25/2018

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

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.**  
Bid Reference Number 18-013  
Citywide Fence Repair, Rental and Construction Services

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.

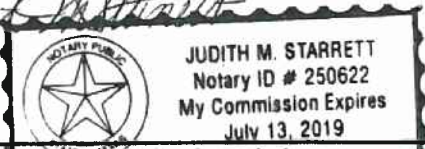
### 6 UNSWORN DECLARATION

My name is John Latham, and my date of birth is 9-15-57.

My address is 709 Bert Drive, Arlington, TX, 76012, 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 25<sup>th</sup> day of April, 2018.  
(month) (year)

*Judith M. Starrett*  


*John Latham*  
Signature of authorized agent of contracting business entity (Declarant)



# CERTIFICATE OF LIABILITY INSURANCE

Section 1, Item 6.

5/2/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 800-962-7132      FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Latham Fence, Inc. 709 Bert St Arlington TX 76012	<b>INSURER A:</b> American States Insurance Company <b>NAIC #</b> 19704	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 41671609      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			01CI78520140	10/6/2017	10/6/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			01CT13488720	10/6/2017	10/6/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N    N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name - Bid Reference Number 18-013, Project (CityWide Fence Repair, Rental And Construction Services)  
The City Of Hurst is Additional Insured if required in a written contract, agreement, permit or schedule.  
Waiver of Subrogation applies.

<b>CERTIFICATE HOLDER</b>  The City Of Hurst 1505 Precinct Line Rd Hurst TX 76054	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE   Jeremy Cupp





**CITY OF CORINTH**  
**Staff Report**

<b>Meeting Date:</b>	12/1/2022	<b>Title:</b>	Contract   Access and Security Controls – DAC, Inc.
<b>Ends:</b>	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
<b>Governance Focus:</b>	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder		
	<i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
<b>Owner Support:</b>	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

**Item/Caption**

Consider an act on a service agreement with DAC, Inc for the purchase and installation of access controls and video surveillance systems through Buyboard Contract #654-21.

**Item Summary/Background/Prior Action**

Staff recently conducted a Facility Security Assessment to ensure that necessary security controls are integrated into the design and improvement of city facilities. As a result, Staff is recommending the purchase and installation of access controls and video surveillance systems for the following city facilities.

- City Hall Gate Access Controls and Video Surveillance: \$27,000
- Fire Station 2 Field Training Gate Access Controls and Video Surveillance: \$19,586
- City Hall Access Controls and Security Camera Additions: \$18,627
- Public Safety Complex Gate Assess Controls and Surveillance System: \$40,920

**Financial Impact**

The American Rescue Plan provides funding for local governments to broadly respond to the COVID19 public health emergency, to respond to workers performing essential work during the COVID-19 public health emergency and to make necessary investments in infrastructure. The City was awarded \$5,486,641 in American Rescue Plan that will fund the proposed security project.

**Staff Recommendation/Motion**

Staff recommends approval of a service agreement with DAC, Inc for the purchase and installation of access controls and video surveillance systems through Buyboard Contract #654-21 not to exceed \$106,133.

**SERVICE CONTRACT  
SECURITY/ACCESS CONTROL INSTALLATION SERVICES THROUGH  
BUYBOARD CONTRACT #654-21**

This Contract, is made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 by and between DAC Inc, a corporation organized under the laws of the State of Texas, (hereinafter called the “Contractor”) and the City of Corinth, Texas, a municipal corporation, organized and existing under laws of State of Texas, acting through its City Manager or other duly authorized designee, (hereinafter called the “City”).

Quantities are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchases orders will be issued on an as-needed basis. The amount of this contract shall not exceed \$106,133.00.

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

**1. TERM**

This Contract shall commence beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and shall expire upon completion and acceptance of the project.

**2. SCOPE OF SERVICES**

The Contractor agrees to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform Security/Access Control Installation Services in accordance with the provisions of this Contract and Attachments referenced below, which are incorporated for reference.

This Contract is composed of the following Contract Documents:

- a) This Contract
- b) The City’s Standard Terms & Conditions for Procurements, and Vendor Insurance Requirements– Attachment A
- c) Vendor quotes with cooperative pricing and contract number including Form 1295 electronically filed and signed - Attachment B
- d) Vendor Cooperative Contract Documentation with Buyboard Contract #654-21 - Attachment C

Any conflict in the foregoing documents shall be resolved by giving precedence first to this written Contract, and then to the Contract Documents in the sequential order listed above.

### 3. PAYMENT

Invoices shall be mailed or emailed directly to:

City of Corinth  
Accounts Payable  
3300 Corinth Parkway  
Corinth, Texas 76208  
[accountspayable@cityofcorinth.com](mailto:accountspayable@cityofcorinth.com)

The City shall pay invoices for services properly performed within 30 days of receipt; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within 30 days of receipt of the documentation. The City's payment obligations are payable only and solely from funds available for the purposes of this Contract.

### 4. CHANGES

The City may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Contractor, become effective when incorporated in a written amendment to this Contract executed by both parties.

### 5. TERMINATION OF CONTRACT

The City may terminate this Contract for any reason upon 10 days' notice to Contractor. Upon termination, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided the Contractor shall have delivered to the City such statements, accounts, reports and other materials as required herein, and provided that Contractor shall have delivered to the City all reports, documents and other materials prepared by Contractor prior to termination. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.

### 6. COMPLETENESS OF CONTRACT

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties hereto.

### 7. INDEMNITY AND INSURANCE

a) **The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the**

manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

- b) Contractor shall maintain and shall be caused to be in force at all times during the term of this Contract the insurance coverages required by the attached City's Vendor Insurance Requirements.
- c) This Contract is not intended to extend the liability of the parties beyond that provided by law. The City does not waive, limit, or surrender any immunity or defense available to the City.

**8. ASSIGNMENT**

The parties hereby agree that Contractor may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of the City.

**9. NOTICES**

Any notices required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the address noted below and shall be effective upon receipt:

Scott Campbell  
 City Manager  
 City of Corinth  
 3300 Corinth Parkway  
 Corinth, TX 76208

Becky Richter  
 Corporate Administration Manager  
 Digital Air Control (DAC), Inc.  
 1179 Corporate Dr. West, Ste. 107  
 Arlington, TX 76006

Either party may change its address by giving written notice to become effective upon five days' notice.

**10. MISCELLANEOUS**

- (a) This Contract shall be governed by the laws of the State of Texas and any action relating to this Contract shall be filed in district court in Denton County, Texas.
- (b) Contractor is an independent contractor and not an employee of the City.
- (c) In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including those pertaining to equal employment opportunity and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.
- (d) This Contract may be amended or supplemented only by the mutual written consent of the parties' authorized representatives.
- (e) No provision of this Contract may be waived unless in writing, and signed by both of the parties hereto. Waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of such provision nor shall a waiver of any one provision of this Contract be deemed to be a waiver of any other provision.
- (f) The Section headings in this Contract are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of this Contract or of any particular Section.
- (g) Nothing in this Contract shall be construed to create any right in any third party not a signatory to this Contract, and the parties do not intend to create any third party beneficiaries by entering into this Contract.
- (h) The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either party shall not apply.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the date first written above.

**CITY OF CORINTH**

**DIGITAL AIR CONROL, INC.**

\_\_\_\_\_  
**Scott Campbell, City Manager**

\_\_\_\_\_  
**Sean Goings, President**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**Lana Wylie, City Secretary**

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



**Attachment A - City's Standard Terms & Conditions for  
Procurements and Vendor Insurance Requirements**

**Attachment B – Vendor Quotes with Cooperative Pricing &  
Contract Number including Form 1295 electronically filed and  
signed and Federally Required Contract Clauses**

**Attachment C – Vendor Cooperative Contract Documentation with  
Buyboard Contract #654-21**

## STANDARD TERMS AND CONDITIONS

The terms and conditions set forth in this request for proposal shall be incorporated into and be a part of any proposal submitted to the City of Corinth for the goods and/or services specified. No other terms and conditions shall apply unless approved in writing by the City of Corinth, Texas.

1. **ADDENDA:** Any interpretations, corrections or changes to the information or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Corinth Purchasing Agent. Addenda will be posted at <https://cityofcorinth.bonfirehub.com>. It is the responsibility of the Respondent to check the Bonfire website for addenda. Respondents shall acknowledge receipt of all addenda by submitting a signed copy with their bid/proposal.
2. **ADVERTISING:** The successful Respondent shall not advertise or publish, without the City's prior approval, the fact that the City has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or local government.
3. **ALTERING BID/PROPOSAL PRICING:** Prices offered shall be submitted for units of quantity as specified in the bid/proposal document, extended and totaled. In the case of a discrepancy in the extended price, the unit price shall govern and control. Any alteration, strike-through or erasure made prior to bid/proposal opening shall be initialed by the signer of the bid/proposal, guaranteeing authenticity.

**FOR BIDS ONLY:** Prices offered **cannot** be altered or amended after the submission deadline. Bids may not be changed for the purpose of correcting an error in bid price after bid opening.

4. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City.
5. **AWARD:** The City reserves the right to award by line item, section, or by entire bid/proposal; whichever is most advantageous to the City. The City may also consider administration costs when awarding to multiple vendors.

The City may award bids/proposals to the lowest responsive responsible vendor(s), or to the vendor(s) who provides goods or services at the best value to the City. If using the best value method, the selection criteria will be clearly identified in the bid/proposal document. The best value method may take into consideration, in whole or in part, by way of illustration and not limitation, the following criteria:

- A. The reputation of the respondent and of the respondent's goods or services;
  - B. The quality of the respondent's goods or services;
  - C. The extent to which the goods or services meet the City's needs;
  - D. The respondent's past relationship with the City;
  - E. The total long-term cost to the City to acquire the respondent's goods or services;
  - F. Any relevant criteria specifically listed herein.
6. **BID/PROPOSAL SUBMITTAL:** The City utilizes Bonfire to advertise and receive bids/proposals electronically. Bids will be received electronically through Bonfire as specified in the bid/proposal packet. Electronic submittals must be submitted through the Bonfire portal at <https://cityofcorinth.bonfirehub.com>; and must include all required information and attachments; with required signatures. All response documents must be uploaded and included with your submittal in order to be considered.
  7. **BRAND NAME, CATALOG OR MANUFACTURER'S REFERENCE:** Any reference to brand name, catalog or manufacturer's reference is used to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids/proposals on similar items of like quality may be considered if the bid/proposal is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the respondent is proposing exact item specified. Successful respondent will not be allowed to make unauthorized substitutions after award.
  8. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Corinth's Purchasing Agent will make all change orders to the contract in writing as allowed by law.
  9. **COMMUNICATION:** The successful respondent shall direct all contact with the City through the Contract Administrator identified in the Contract. The Respondent will not directly respond to, make inquiries of, survey or solicit information from, or otherwise interact with any departments, divisions, employees, or agents of the City unless specifically approved, or requested by the Contract Administrator.
  10. **COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION:** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Seller affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
  11. **CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City's Purchasing Office.
  12. **CONTRACT ADMINISTRATOR:** Under the contract, the City may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. If appointed, the administrator will serve as liaison between the City and the successful contractor.

**13. CONTRACT ENFORCEMENT:**

- A. The City reserves the right to enforce the performance of any contract that results from an award of this bid/proposal packet. Enforcement shall be in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. Breach of contract authorizes the City to make an award to another respondent, purchase the service elsewhere and to charge the full increase in cost and handling to the defaulting contractor. Additionally, the City will remove the defaulting contractor from the City's list of approved vendors for a period of two years.
- B. Respondents who submit proposals for this service agree that the City shall not be liable to prosecution for damages in the event that the City declares the successful contractor in default.
- C. Any notice provided by this bid/proposal packet (or required by law) to be given to the successful Respondent by the City shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail at the City of Corinth, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the successful Respondent at the address provided in the bid/proposal; this shall not prevent the giving of actual notice in any other manner.
- D. The successful Respondent and the City agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code (UCC). In case of a conflict between the terms of this bid/proposal packet and the UCC, the bid/proposal packet will control.

**14. DELIVERY:**

- A. Delivery date is important to the City and may be required to be a part of each bid/proposal. The City considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery to the City of Corinth. Failure of the respondent to meet guaranteed delivery dates or service performance could affect future City orders.
- B. The City may reject and refuse any delivery, which falls below the quality designated in the specifications. The cost of return and/or replacement will be at the Respondent's expense.
- C. The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Respondent fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. Pricing shall include all charges for freight, F.O.B. inside to specified delivery location.
- D. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

**15. ETHICS:** The Respondent shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City except in accordance with City Policy.

**16. EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this bid/proposal packet will be considered for award. Respondents taking exception to the instructions, specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their bid/proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the instructions, specifications, terms and conditions of the bid/proposal packet. The City of Corinth reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

**17. FELONY CRIMINAL CONVICTIONS:** The Respondent represents and warrants that neither the Respondent nor the Respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the Respondent has fully advised the City as to the facts and circumstances surrounding the conviction.

**18. FORCE MAJEURE:** *Force majeure* is defined as an act of God, war, strike, fire or explosion. Neither the successful Respondent nor the City is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the occurrence of an event of *force majeure*.

**19. INDEMNITY AGREEMENT:** The Contractor hereby agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents and employees from and against any and all claims, losses, damages, demands, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorneys' fees, for injury to or death of any person, for loss of use or revenue, or for damage to any property arising out of or in connection with the actual or alleged malfunction, design or workmanship in the manufacture of equipment, the fulfillment of this Contract, or the breach of any express or implied warranties under this Contract. Such indemnity shall apply where the claims, losses, damages, causes of action, suits or liability arise in part from (i) the negligence of the Contractor, and/or their respective officers, agents and/or employees or (ii) the negligence of the Contractor, its officers, agents and employees. It is the expressed intention of the parties hereto, both Contractor and the City, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect the City from the consequence of (I) the Contractor's own negligence where that negligence is the cause of the injury, death, or damage. Furthermore, the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit and liability where in injury, death or damage results from the negligence of the City. In the event any action or proceeding is brought against the City by reason of any of the above, the Contractor agrees and covenants to defend the action or proceeding by counsel acceptable to the City. The indemnity provided for herein shall survive the termination or expiration of this Contract.

- 20. **INVOICES:** Each invoice shall be fully documented as to the Contractor's/vendor's name and address, receiving department's name and address, labor, materials and equipment provided, if applicable, and must reference the City of Corinth purchase order number in order to be processed. No payments shall be made on invoices not listing a purchase order number. Invoices shall be mailed directly to the City of Corinth, Attention: Accounts Payable, 3300 Corinth Pkwy., Corinth, Texas, 76208.
- 21. **LATE SUBMITTALS:** The City will reject late bids/proposals. The City is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the Purchasing Office shall be the official time of receipt. The Respondent is responsible for ensuring that packets are delivered to the Purchasing Office. Respondents may confirm receipt of packets by contacting Cindy Troyer, Purchasing Agent at 940-498-3286.
- 22. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective vendor must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
  - A. Have adequate financial resources or the ability to obtain such resources.
  - B. Ability to comply with the required or proposed delivery schedule.
  - C. Have a satisfactory record of performance.
  - D. Have a satisfactory record of integrity and ethics.
  - E. Be otherwise qualified and eligible to receive an award.
- 23. **NO BOYCOTT OF ISRAEL:** Pursuant to Texas Government Code Chapter 2270, the successful Respondent agrees that acceptance of these Terms & Conditions serves as written verification that Contractor: (i) either meets an exemption criteria under Section 2270.002; or it (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract. This requirement does not apply to sole proprietorships, companies with fewer than ten employees; or contracts that are less than \$100,000.00.
- 24. **NO BOYCOTT OF ENERGY COMPANIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
- 25. **NON-APPROPRIATION CLAUSE:** If the governing body of the City fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year under this Contract, an event of non-appropriation ("Event of Non-appropriation") will have occurred, the terms of this Contract will not be renewed, and Contractor or City may terminate this Contract at the end of the then current Fiscal Year, whereupon City will be obligated to pay those amounts then due subject to the provisions herein. Nothing in this Section or elsewhere in this Contract will be deemed in any way to obligate the City or create a debt of City beyond its current Fiscal Year. CONTRACTOR HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CITY.
- 26. **NONDISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES:** Pursuant to Texas Government Code Chapter 2274, the successful Respondent verifies that it 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 this contract against a firearm entity or firearm trade association. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.
- 27. **PATENTS/COPYRIGHTS:** The successful Respondent agrees to protect the City from claims involving infringements of patents and/or copyrights.
- 28. **PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code.
- 29. **PRICES HELD FIRM:**
  - A. All prices quoted in the proposals will remain firm for a minimum of 90 days from the date of the proposal unless it is otherwise specified by the City of Corinth.
  - B. If during the life of the contract, the successful Respondent's net prices to other customers for the items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.
- 30. **PURCHASE ORDER:** The City shall generate a purchase order(s) to the successful Respondent. The purchase order number must appear on all itemized invoices.
- 31. **QUANTITIES:** Quantities indicated on the Bid/Proposal Form are estimates based upon the best available information. The City reserves the right to increase or decrease quantities to meet its actual needs without any adjustments in bid/proposal price. Individual purchase orders will be issued on an as-needed basis.
- 32. **REFERENCES:** The City requests each Respondent to supply, with its bid/proposal, a list of at least three (3) references where their firm supplied like services within the last three to five years. It is preferred that the list identify municipalities that are customers of Respondent. For each reference, include the name of firm, address, contact employee of firm, with telephone number and e-mail address, what services are provided to this reference, and how long your firm has provided this service to the reference entity.

- 33. RELEASE OF INFORMATION AND PUBLIC INSPECTION:** After sealed bids have been opened, bids are open for public viewing upon request. If the bid contains trade secrets or confidential information, the Respondent must specifically list that portion as confidential. All other parts of the bid are open for public viewing upon request.

For processes other than low bid or best value bid, only the names of respondents will be read aloud at the scheduled opening. Pricing information will not be released until after award of the contract.

- 34. REQUIRED DOCUMENTATION:** In response to this bid/proposal packet, all required documentation must be provided.
- 35. SALES TAX:** The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-1453222.
- 36. SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these instructions, specifications, terms and conditions, shall be held invalid, such holding shall not affect the remaining portions of these instructions, specifications, terms and conditions and it is hereby declared that such remaining portions would have been included in these instructions, specifications, terms and conditions as though the invalid portion had been omitted.
- 37. SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specifications shall be made based on this statement.
- 38. SUBCONTRACTORS:** The Contractor shall be the sole source of contact for the Contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the Contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- 39. TAX/DEBT ARREARAGE:** The City shall pay no money upon any claim, debt, demand, or account whatsoever, to any person, firm or corporation, who is in arrears to the City for taxes or otherwise; and, the City shall be entitled to a counter-claim and offset against any such debt, claim, demand, or account, in the amount of taxes or other debt in arrears, and no assignment or transfer of such debts are due, shall affect the right, authority, and power of the City to offset the taxes or other debts against the same.
- 40. TERMINATION FOR DEFAULT:** The City 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 City in the event of breach or default of the contract. The City reserves the right to terminate the contract in the manner set forth in the attached Contract.

As soon as practicable after receipt of notice of termination, the Company shall submit a statement showing in detail the pro-rated payment, in a form satisfactory to the City, that reflects the appropriate charges. The City shall then pay the charges as required by law.

- 41. TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a ten (10) day written notice prior to any cancellation. The successful Respondent must state therein the reasons for such cancellation. The City may, by written notice to the selected company, cancel this contract immediately without liability to the selected company if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise contrary to City Policy, were offered or given by the successful proposing party, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract.
- 42. TRAVEL AND DIRECT CHARGES:** The City shall not compensate the Respondent for any travel costs incurred in delivery of services under the contract.
- 43. VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondent's operation under this contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Denton County, Texas, where venue for any proceeding arising hereunder will lie.
- 44. WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn any time prior to the official opening, as long as the request is received in writing from an authorized representative.

**CITY OF CORINTH**  
**GENERAL SERVICES**  
**INSURANCE REQUIREMENTS EFFECTIVE MARCH 21, 2021**

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**1.0 DEFINITION**

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

**A. Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability, "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
  - a. Premises/Operations
  - b. Broad Form Contractual Liability
  - c. Products and Completed Operations
  - d. Personal Injury
  - e. Broad Form Property Damage
  - f. Independent Contractors
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

**B. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

**C. Other Insurance Provisions:** The policies are to contain or endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
  - b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
  - d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.
4. The City may request different limits of coverage depending on the scope or cost of the project.
- D. **Acceptability of Insurers:** The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
- E. **Verification of Coverage:** Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Insurance Waiver Request.** Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.1.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

## 1.1 GENERAL SERVICES REQUIREMENTS

- A. **Definition:** General Services are defined as services performed on City property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Concessions, etc.
- B. **Minimum Limits of Insurance:**
1. Commercial General Liability: \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
  5. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.
  2. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.



Attachment B

Attachment B

# PROPOSAL

Date: Monday, November 7, 2022

RE: **CITY OF CORINTH – CITY HALL GATE**  
DAC Proposal No. 2201213  
BuyBoard # 654-21 Fire and Security Systems and Monitoring Services

## BASIS OF PROPOSAL

This proposal is based on:

- City Representative and DAC Sales project walk 10/25/22
- Customer Narrative of scope of work and plan
- Existing DNA Fusion panels
- Existing Avigilon server and storage, City to provide open POE ports and IP Addresses
- City to provide cable path underground to Gate Controls and Poles.
- DAC Standard Terms and Conditions attached.
- This proposal is valid for thirty (30) days.
- Tax Not Included

## SCOPE OF WORK

This proposal includes providing and installation of (1) Access-controlled Gate with Tolltag Reader and Tomar Emergency Strobeswitch and (1) Exterior Camera. Our scope of work includes all low voltage cabling and installation of these devices, project management, engineering and labor, commissioning, miscellaneous installation materials, one-year warranty.

- Access Controls – DAC will install the DNA Fusion devices and make final connections at Gate Controller.
  - Provide and install 2-card reader controller
  - 1ea. Card Readers on a pedestal
  - Cabling provided and installed by DAC, City to provide path.
- Tolltag Reader – Encompass4 SeGo Wiegand Reader and Cypress Converter – DAC will install devices and make final connections with the DNA Fusion.
- Tomar Emergency Strobeswitch – DAC will install devices and make final connections with the Gate Controller.
  - Gate, Gate Controller, Fire Department Code Requirements by others
- Video Surveillance System – Camera and licenses
  - 1ea. Fixed Bullet Camera on Southwest corner Exterior Model # 5.0C-H5A-BO2-IR
  - Existing Local Video Storage Server VMS – Avigilon
  - Video Cabling provided and installed by DAC, City to provide path and conduit

## INVESTMENT

Access Controls	\$9,640.00
TollTag	\$8,995.00
Tomar	\$2,992.00
Video Cameras	\$5,373.00
<b>TOTAL</b>	<b>\$27,000.00</b>

Should you have any questions regarding the terms of this proposal, please feel free to contact me.

Michael Gonzales | DAC, Inc. | Mobile: 214-843-5727 | MGonzales@DAC-Inc.com  
 Security \* Access Control \* Video Surveillance  
 1179 Corporate Dr. West, Suite 107, Arlington, TX 76006

## CLARIFICATIONS AND EXCLUSIONS

- DAC operates under the following licensure:
  - License B16589 by the Texas Department of Public Safety
- This proposal is valid for 30 days from the date issued.
- We include a one (1) year system warranty, which will begin from date of final acceptance.
- This proposal is based on work being performed during normal working hours.
- DAC shall provide submittals and O&M Manuals in accordance with the specification.
- Any reference to liquidated damages must be clear and concise, stipulating penalty amount and scheduled date.
- This proposal shall become part of the subcontract and listed as an attached exhibit.
- We assume a mutually acceptable contract and insurance terms shall be negotiated.
- We assume a mutually acceptable schedule shall be negotiated.
- There will be no monthly lien release requirements from our vendors and subcontractors unless required by the owner.
- We reserve the right to negotiate certain terms and conditions of your contract agreement. We will not agree to Broad Form Indemnity and Hold Harmless Clauses requiring us to be responsible for the actions of others.
- Builders Risk insurance shall be provided by others and shall provide total coverage for DAC, Inc.
- Work shall not start until an executed contract has been received. Additional project related work shall not be executed until a change order has been issued.
- We have not included costs nor will agree to supplement a composite cleanup crew. DAC only assumes responsibility for the waste it generates.
- This proposal excludes all access doors, access hatches, roof penetrations, all patching and painting.
- This proposal excludes payment and performance bonds.

## TERMS AND CONDITIONS

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of DAC, Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party.
2. **Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses.

Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.

3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described, which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (7:00 a.m. to 4:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours,

# Security

overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.

6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
7. **Delays.** Buyer shall prepare all work areas to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Seller warrants to Buyer that all tangible articles installed by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Ownership.** Prior to completion of the Work, any drawings, specifications and equipment list developed in connection with the design for the Work shall remain the property of Seller whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Seller on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Seller unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Buyer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Seller; and (c) are not to be reproduced in whole or in part without prior written consent of Seller. Upon substantial completion of the Work and final payment in full by Buyer, ownership of drawings, specifications and equipment lists shall become Buyer's.
10. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.

12. **Indemnification.** When Buyer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Buyer shall indemnify, save, defend and hold harmless Seller from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Seller and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Buyer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Seller, its employees, agents or assigns. Buyer agrees to indemnify Seller against, and to defend and hold Seller harmless from any action for subrogation which may be brought against Seller by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees. Design Development, Programming, Drawings, Ownership, and Software License(s).
13. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.
14. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given, or premium paid by Seller for insurance afforded by others.
15. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
16. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.

## PROPOSAL

Date: Monday, November 7, 2022

RE: **CITY OF CORINTH – FIRE STATION 2 FIELD TRAINING GATE**  
 DAC Proposal No. 2201215  
 BuyBoard # 654-21 Fire and Security Systems and Monitoring Services

### BASIS OF PROPOSAL

This proposal is based on:

- City Representative and DAC Sales project walk 10/25/22
- Customer Narrative of scope of work and plan
- Existing DNA Fusion panels
- Existing Avigilon server and storage, City to provide open POE ports and IP Addresses
- City to provide cable path underground to Gate Controls and Poles.
- DAC Standard Terms and Conditions attached.
- This proposal is valid for thirty (30) days.
- Tax Not Included

### SCOPE OF WORK

This proposal includes providing and installation of (1) Access-controlled Gate with Tomar Emergency Strobeswitch and an Exterior Camera. Our scope of work includes all low voltage cabling and installation of these devices, project management, engineering and labor, commissioning, miscellaneous installation materials, one-year warranty.

- Access Controls – DAC will install the DNA Fusion devices and make final connections at (1) Gate Controller.
  - Provide and install 1-card reader controller, one for reader/keypad
  - 1ea. Card Readers on a pedestal
  - Cabling provided and installed by DAC, City to provide path.
- 1ea. Tomar Emergency Strobeswitch – DAC will install devices and make final connections with the Gate Controller.
  - Gate, Gate Controller, Fire Department Code Requirements by others
- 1ea. Video Surveillance System – Camera and licenses
  - 1ea. Fixed Bullet Camera Model # 5.0C-H5A-BO2-IR
  - NEW Local Video Storage 8 port appliance VMS – Avigilon Model # VMA-ENVR1-8P4A-NA
  - Video Cabling provided and installed by DAC, City to provide path and conduit

### INVESTMENT

Access Controls	\$12,597.00
Tomar	\$2,992.00
Video Cameras	\$3,997.00
<b>TOTAL</b>	<b>\$19,586.00</b>



Should you have any questions regarding the terms of this proposal, please feel free to contact me.

Michael Gonzales | DAC, Inc. | Mobile: 214-843-5727 | MGonzales@DAC-Inc.com  
 Security \* Access Control \* Video Surveillance  
 1179 Corporate Dr. West, Suite 107, Arlington, TX 76006

## CLARIFICATIONS AND EXCLUSIONS

- DAC operates under the following licensure:
  - License B16589 by the Texas Department of Public Safety
- This proposal is valid for 30 days from the date issued.
- We include a one (1) year system warranty, which will begin from date of final acceptance.
- This proposal is based on work being performed during normal working hours.
- DAC shall provide submittals and O&M Manuals in accordance with the specification.
- Any reference to liquidated damages must be clear and concise, stipulating penalty amount and scheduled date.
- This proposal shall become part of the subcontract and listed as an attached exhibit.
- We assume a mutually acceptable contract and insurance terms shall be negotiated.
- We assume a mutually acceptable schedule shall be negotiated.
- There will be no monthly lien release requirements from our vendors and subcontractors unless required by the owner.
- We reserve the right to negotiate certain terms and conditions of your contract agreement. We will not agree to Broad Form Indemnity and Hold Harmless Clauses requiring us to be responsible for the actions of others.
- Builders Risk insurance shall be provided by others and shall provide total coverage for DAC, Inc.
- Work shall not start until an executed contract has been received. Additional project related work shall not be executed until a change order has been issued.
- We have not included costs nor will agree to supplement a composite cleanup crew. DAC only assumes responsibility for the waste it generates.
- This proposal excludes all access doors, access hatches, roof penetrations, all patching and painting.
- This proposal excludes payment and performance bonds.

## TERMS AND CONDITIONS

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of DAC, Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

1. Quotations and Acceptance. The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire

understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party.

2. **Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses.

Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.

3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described, which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (7:00 a.m. to 4:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.
6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
7. **Delays.** Buyer shall prepare all work areas to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.

# Security

8. **Warranty.** Seller warrants to Buyer that all tangible articles installed by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Ownership.** Prior to completion of the Work, any drawings, specifications and equipment list developed in connection with the design for the Work shall remain the property of Seller whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Seller on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Seller unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Buyer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Seller; and (c) are not to be reproduced in whole or in part without prior written consent of Seller. Upon substantial completion of the Work and final payment in full by Buyer, ownership of drawings, specifications and equipment lists shall become Buyer's.
10. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
12. **Indemnification.** When Buyer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Buyer shall indemnify, save, defend and hold harmless Seller from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Seller and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Buyer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Seller, its employees, agents or assigns. Buyer agrees to indemnify Seller against, and to defend and hold Seller harmless from any action for subrogation which may be brought against Seller by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees. Design Development, Programming, Drawings, Ownership, and Software License(s).
13. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any

rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.

14. Insurance. The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given, or premium paid by Seller for insurance afforded by others.
15. Clean Up. Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
16. Severability. The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.

# PROPOSAL

Date: Wednesday, November 9, 2022

RE: **CITY OF CORINTH – CITY HALL ADDITIONS - ACCESS CONTROLS AND CAMERAS**

DAC Proposal No. 2201212-1

BuyBoard # 654-21 Fire and Security Systems and Monitoring Services

## BASIS OF PROPOSAL

This proposal is based on:

- City Representative and DAC Sales project walk 10/25/22
- Customer Narrative of scope of work and plan
- Existing DNA Fusion panels and open ports
- Existing Avigilon server and storage, City to provide open POE ports and IP Addresses
- This quote does not include electric door hardware.
- DAC Standard Terms and Conditions attached.
- This proposal is valid for thirty (30) days.
- Tax Not Included

## SCOPE OF WORK

This proposal includes providing and installation of (2) access-controlled doors (2<sup>nd</sup> Floor), (4) Interior Dome Cameras (2<sup>nd</sup> Floor), and (1) Exterior Cameras. Our scope of work includes all low voltage cabling and installation of these devices, project management, engineering and labor, commissioning, miscellaneous installation materials, one-year warranty.

- Access Controls – DAC will install the DNA Fusion devices and make final connections on new doors.
  - Utilize existing open ports on 2<sup>nd</sup> floor and one on 1<sup>st</sup> floor
  - 2ea. Card Readers, 1ea. Mullion Mount or Wall Mount
  - 2ea. Door Contacts
  - 2ea. REX motions
  - City to provide electric locking hardware
  - Cabling and Cabling Structure provided and installed by DAC.
- Video Surveillance System – Cameras and licenses
  - 1ea. Exterior Cameras
    - 1ea. Fixed Bullet Camera on Southwest corner Exterior Model # 5.0C-H5A-BO2-IR
  - 4ea. Interior DOME Cameras (2<sup>nd</sup> Floor)
    - 2ea. 2<sup>nd</sup> Floor Lobby Model # 2.0C-H5A-DC1
    - 2ea. 2<sup>nd</sup> Floor Corridors Model # 2.0C-H5A-DC2
  - Existing Local Video Storage Server VMS – Avigilon
  - Video Cabling provided and installed by DAC

## INVESTMENT

Access Controls	\$8,243.00
Video Cameras	\$10,384.00
<b>TOTAL</b>	<b>\$18,627.00</b>

Should you have any questions regarding the terms of this proposal, please feel free to contact me.

Michael Gonzales | DAC, Inc. | Mobile: 214-843-5727 | MGonzales@DAC-Inc.com  
 Security \* Access Control \* Video Surveillance  
 1179 Corporate Dr. West, Suite 107, Arlington, TX 76006

## CLARIFICATIONS AND EXCLUSIONS

- DAC operates under the following licensure:
  - License B16589 by the Texas Department of Public Safety
- This proposal is valid for 30 days from the date issued.
- We include a one (1) year system warranty, which will begin from date of final acceptance.
- This proposal is based on work being performed during normal working hours.
- DAC shall provide submittals and O&M Manuals in accordance with the specification.
- Any reference to liquidated damages must be clear and concise, stipulating penalty amount and scheduled date.
- This proposal shall become part of the subcontract and listed as an attached exhibit.
- We assume a mutually acceptable contract and insurance terms shall be negotiated.
- We assume a mutually acceptable schedule shall be negotiated.
- There will be no monthly lien release requirements from our vendors and subcontractors unless required by the owner.
- We reserve the right to negotiate certain terms and conditions of your contract agreement. We will not agree to Broad Form Indemnity and Hold Harmless Clauses requiring us to be responsible for the actions of others.
- Builders Risk insurance shall be provided by others and shall provide total coverage for DAC, Inc.
- Work shall not start until an executed contract has been received. Additional project related work shall not be executed until a change order has been issued.
- We have not included costs nor will agree to supplement a composite cleanup crew. DAC only assumes responsibility for the waste it generates.
- This proposal excludes all access doors, access hatches, roof penetrations, all patching and painting.
- This proposal excludes payment and performance bonds.

## TERMS AND CONDITIONS

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of DAC, Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersedes all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party.
2. **Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses.

Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.

3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described, which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.

# Security

5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (7:00 a.m. to 4:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.
6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
7. **Delays.** Buyer shall prepare all work areas to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Seller warrants to Buyer that all tangible articles installed by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Ownership.** Prior to completion of the Work, any drawings, specifications and equipment list developed in connection with the design for the Work shall remain the property of Seller whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Seller on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Seller unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Buyer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Seller; and (c) are not to be reproduced in whole or in part without prior written consent of Seller. Upon substantial completion of the Work and final payment in full by Buyer, ownership of drawings, specifications and equipment lists shall become Buyer's.
10. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid



for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.

12. **Indemnification.** When Buyer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Buyer shall indemnify, save, defend and hold harmless Seller from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Seller and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Buyer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Seller, its employees, agents or assigns. Buyer agrees to indemnify Seller against, and to defend and hold Seller harmless from any action for subrogation which may be brought against Seller by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees. Design Development, Programming, Drawings, Ownership, and Software License(s).
13. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.
14. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given, or premium paid by Seller for insurance afforded by others.
15. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
16. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.

# PROPOSAL

Date: Wednesday, November 9, 2022

RE: **CITY OF CORINTH – PUBLIC SAFETY COMPLEX GATES**  
DAC Proposal No. 2201214-1  
BuyBoard # 654-21 Fire and Security Systems and Monitoring Services

## BASIS OF PROPOSAL

This proposal is based on:

- City Representative and DAC Sales project walk 10/25/22
- Customer Narrative of scope of work and plan
- Existing DNA Fusion panels
- Existing Avigilon server and storage, City to provide open POE ports and IP Addresses
- City to provide cable path underground to Gate Controls and Poles.
- DAC Standard Terms and Conditions attached.
- This proposal is valid for thirty (30) days.
- Tax Not Included

## SCOPE OF WORK

This proposal includes providing and installation of (1) Access-controlled Gates with Tolltag Reader and Tomar Emergency Strobeswitch and an Exterior Camera, (1) Access-controlled Gates with Tomar Emergency Strobeswitch and an Exterior Camera. Our scope of work includes all low voltage cabling and installation of these devices, project management, engineering and labor, commissioning, miscellaneous installation materials, one-year warranty.

- Access Controls – DAC will install the DNA Fusion devices and make final connections at (2) Gate Controllers and (1) Storage door at FDHQ.
  - Utilize existing open DNA Fusion port and power at Storage Door at FDHQ.
  - Install electric strike, DC and REX
  - Provide and install 2-card reader controller, one for reader/keypad, one for Tolltag reader at gates
  - 2ea. Card Readers on a pedestal
  - Cabling provided and installed by DAC, City to provide path.
- 1ea. Tolltag Reader – Encompass4 SeGo Wiegand Reader and Cypress Converter – DAC will install devices and make final connections with the DNA Fusion.
- 2ea. Tomar Emergency Strobeswitch – DAC will install devices and make final connections with the Gate Controller.
  - Gate, Gate Controller, Fire Department Code Requirements by others
- 2ea. Video Surveillance System – Camera and licenses
  - 2ea. Fixed Bullet Camera Model # 5.0C-H5A-BO2-IR
    - 2ea. At gates
  - Existing Local Video Storage Server VMS – Avigilon
  - Video Cabling provided and installed by DAC, City to provide path and conduit

## INVESTMENT

Access Controls	\$17,984.00
TollTag	\$8,995.00
Tomar	\$5,984.00
<u>Video Cameras</u>	<u>\$7,957.00</u>
<b>TOTAL</b>	<b>\$40,920.00</b>

Should you have any questions regarding the terms of this proposal, please feel free to contact me.

Michael Gonzales | DAC, Inc. | Mobile: 214-843-5727 | MGonzales@DAC-Inc.com  
 Security \* Access Control \* Video Surveillance  
 1179 Corporate Dr. West, Suite 107, Arlington, TX 76006

## CLARIFICATIONS AND EXCLUSIONS

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  - License B16589 by the Texas Department of Public Safety
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1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party.
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Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.

3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described, which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (7:00 a.m. to 4:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours,

overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.

6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
7. **Delays.** Buyer shall prepare all work areas to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Seller warrants to Buyer that all tangible articles installed by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Ownership.** Prior to completion of the Work, any drawings, specifications and equipment list developed in connection with the design for the Work shall remain the property of Seller whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Seller on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Seller unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Buyer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Seller; and (c) are not to be reproduced in whole or in part without prior written consent of Seller. Upon substantial completion of the Work and final payment in full by Buyer, ownership of drawings, specifications and equipment lists shall become Buyer's.
10. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.

12. **Indemnification.** When Buyer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Buyer shall indemnify, save, defend and hold harmless Seller from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Seller and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Buyer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Seller, its employees, agents or assigns. Buyer agrees to indemnify Seller against, and to defend and hold Seller harmless from any action for subrogation which may be brought against Seller by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees. Design Development, Programming, Drawings, Ownership, and Software License(s).
13. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must be commenced within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. Seller shall have the right to suspend affected services pending resolution of disputes.
14. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given, or premium paid by Seller for insurance afforded by others.
15. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
16. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.