



**NOTICE OF OPEN MEETING**  
**DECEMBER BOARD OF TRUSTEES**  
NBU Board Room, 263 Main Plaza, New Braunfels, Texas 78130  
December 12, 2024, at 1:00 PM  
[www.nbutexas.com](http://www.nbutexas.com)

---

## AGENDA

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE AND INVOCATION

Board Vice President Dr. Judith Dykes-Hoffmann

### PUBLIC COMMENT

### ITEMS FROM THE CHAIR

1. Introduction of Newly Appointed New Braunfels Utilities (“NBU”) Board Member Stuart Blythin
- [2.](#) NBU Board Committee Assignments
- [3.](#) NBU Board of Trustees Board Calendar Dates for Board Meetings, Board Strategic Workshops, Community Advisory Panel Meetings and Industry Conference Dates
4. Election of Officers for the NBU Board of Trustees for the Office of Vice President
5. Report from the Audit Committee
6. Any Other Items Permitted Under Section 551.0415 of the Texas Government Code

### ITEMS FROM STAFF

1. CEO's Update
  - a. NBU Celebrated One Million Man Hours with No Lost Time Incidents
  - b. NBU Ethics Week
  - c. Veteran's Day Celebration/Luncheon
  - d. Texas Aquatic Plant Management Society of Texas Event Hosted by Headwaters
  - e. Hill Country Alliance's and City of Boerne's Leadership Tour of One Water
  - f. Annual City of New Braunfels Holiday Tree Lighting
  - g. Texas Chapter Public Risk Management Association (“PRIMA”) 2024 Risk Management Achievement Award for NBU Risk Management Program
  - h. NBU and New Braunfels Food Bank Joint Food Drive Partnership & Thanksgiving Meal Distribution Event

- i. Wassailfest Celebration
  - j. Headwaters at the Comal Annual Luminaria Event
  - k. NBU Opens Customer Solutions Center Located at 1488 South Seguin, New Braunfels, Texas, 78130
  - l. Leadership Announcement of Position Change: Director of Technology Carlos Salas
  - m. Other Items Permitted Under Section 551.0415 of the Texas Government Code
2. Financial Update and Report, Including an Update on the Impact Fee Program Effective February 1, 2023 (referred to as Program E)
  3. Quarterly Investment Report
  4. Quarterly Capital Update
  5. Drought Update Report

#### **CONSENT ITEMS FOR ACTION**

1. Approve Minutes of the NBU Regular Board Meeting of October 31, 2024
2. Approve Minutes of the NBU Special Board Meeting of December 5, 2024
3. Approve the Change Order Log from September 15, 2024, through November 15, 2024
4. Approve the Reports for Water and Electric Engineering Contracts from August 1, 2024, through November 15, 2024
5. Approve the Electric Line of Business Alternative Procurements from September 15, 2024, through November 15, 2024
6. Approve the Guadalupe Blanco River Authority Canyon Hydroelectric Cost Reconciliation for Fiscal Year 2024
7. Approve 2024 Second Quarter Charge-Off Accounts
8. Approve Staff Recommendation to Reject All Proposals Submitted for the RFP #25-0005, Gruene Road Sewer Main Rehabilitation/Relocation Solicitation
9. Authorize the CEO or His Designee to Negotiate and Execute a Professional Services Agreement with Freese and Nichols, Inc. for the Water and Wastewater Master Plan Project
10. Authorize the CEO or His Designee to Negotiate and Execute a Professional Services Agreement with Freese and Nichols, Inc. for the Design of the Well 6 and Loop GST Improvements Project
11. Authorize the CEO or His Designee to Negotiate and Execute a Professional Services Agreement with CP&Y, Inc. dba STV Infrastructure for the Design of the Barbarosa Waterline Project



- [12.](#) Authorize the CEO or His Designee to Negotiate and Execute a Construction Contract with E-Z Bel Construction, LLC, for the Construction of the Landa Street and Elm Street Water Line Improvements Project
- [13.](#) Authorize the CEO or His Designee to Negotiate and Execute a Construction Contract with Capital Excavation Company for the Construction of the Goodwin/Conrads Adjustments Project Joint Bid with the City of New Braunfels
- [14.](#) Authorize the CEO or His Designee to Negotiate and Execute a First Amendment to the Professional Services Agreement with Quiddity Engineering, LLC, for the Design of the Western Downtown to Morningside Pressure Zone Conversion Project
- [15.](#) Authorize the CEO or His Designee to Execute a Professional Services Agreement with Burns & McDonnell Engineering Company, Inc. for Substation Construction Management Services for the Breaker and a Half Upgrades at the Henne Substation
- [16.](#) Authorize the CEO or His Designee to Negotiate and Execute a Cooperative Agreement with Doggett Freightliner of South Texas, LLC for the Purchase of One (1) Freightliner Sewer Equipment 900 ECO 12-Yard Combo Unit
- [17.](#) Authorize the CEO or His Designee to Negotiate and Execute a Cooperative Agreement with Holt Texas, Ltd. for the Purchase of Two (2) Caterpillar Backhoe Loaders, One (1) Model 420 C4EX and One (1) Model 420 C4SX
- [18.](#) Authorize the CEO or His Designee to Negotiate and Execute a Cooperative Agreement with Navistar, Inc. dba International Trucks for the Purchase of Three (3) Dump Trucks and Three (3) Service Trucks
- [19.](#) Authorize the CEO to Negotiate and Execute a Materials and Ongoing Services Agreement with Anixter, Inc. for the Purchase of Itron Network Integrated Devices, Software Tools, and Software as a Service
- [20.](#) Authorize the CEO or His Designee to Negotiate and Execute a Cooperative Agreement with Waypoint Business Solutions, LLC for the Replacement of Servers Within the Consolidated VxRail Cluster

## **ACTION ITEMS**

- [1.](#) Discuss and Consider Approval of the NBU Annual Comprehensive Financial Report and Red Flag and Cybersecurity Incidents Report
- [2.](#) Discuss Report Relating to the Proposed Integrated Resource Plan for Power Supply Resources for NBU and Consider Approving Proposed Action Plan
- [3.](#) Discuss and Consider Approval of Guidelines for the Community Advisory Panel (the “CAP”) to Contemplate in Developing Recommendations for the Rate Plan Design Process for Water, Wastewater, and Electric Rates
- [4.](#) Discuss and Consider Adoption of Resolution #2024-191 Approving the First Amendment to Revolving Credit Agreement and the Second Amendment to Note Purchase Agreement with

JPMorgan Chase Bank, National Association in Connection with the "City of New Braunfels, Texas Utility System Commercial Paper Notes, Series 2019A and Series 2019B," and Resolving Other Matters Incident and Related Thereto, Including the First Amendment to Fee Letter Related Thereto

5. Discuss and Consider Adoption of Resolution #2024-192 Approving the Second Amendment to Note Purchase Agreement (Taxable Notes) With JPMorgan Chase Bank, National Association in Connection with the "City of New Braunfels, Texas Utility System Program Notes, Taxable Series 2021," and Resolving Other Matters Incident and Related Thereto, Including the First Amendment to Fee Letter Related Thereto
6. Authorize the CEO or His Designee to Negotiate and Execute AIA Document A133—Guaranteed Maximum Price Amendment No. 1 with SpawGlass Contractors, Inc., for the New Braunfels Utilities Headquarters Facility Project Located on a 76-acre Tract of Property at the Intersection of Engel Road and IH-35

## **PRESENTATION ITEMS**

1. Construction Update and Transition Plan for NBU Customer Solutions Center located at 1488 South Seguin, New Braunfels, Texas

## **EXECUTIVE SESSION**

The Board of Trustees may recess into Executive Session for any purpose permitted by the Texas Open Meetings Act, including but not limited to:

1. Power Supply Resources – Competitive Matters  
(Section 551.086 – Texas Government Code)
2. Consultation with Attorney Regarding Pending or Contemplated Litigation, Settlement Offer, or Other Matters Protected by Attorney-Client Privilege  
(Section 551.071 – Texas Government Code)
  - a. Discuss Legal Matters Relating to Gonzales Carrizo Water Supply Project

The Board of Trustees, upon reconvening in Open Session, will discuss and consider any necessary action regarding closed session items.

## **RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY ACTION RELATING TO THE EXECUTIVE SESSION AS DESCRIBED ABOVE**

## **ADJOURN**

If you require assistance in participating at a public meeting due to a disability as defined under the Americans with Disabilities Act, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the Board Relations Coordinator at least three (3) days prior to the scheduled meeting date at (830) 629-8400 or the NBU Main Office at 263 Main Plaza, New Braunfels, Texas, for additional information.

**CERTIFICATE OF POSTING**

I, Ryan Kelso, Secretary to the Board of Trustees, do hereby certify that this Notice of Meeting was posted at the City of New Braunfels City Hall, 550 Landa Street, New Braunfels, Texas, and New Braunfels Utilities Main Office, 263 Main Plaza, New Braunfels, Texas, on the **6th day of December 2024**, and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting.



---

Ryan Kelso, Chief Executive Officer  
Secretary to the Board of Trustees

**NBU BOARD COMMITTEES AND MEETING SCHEDULES**  
**Effective 12/6/2024**

---

**Audit Committee**

**(MEETS ONCE PER YEAR IN AUGUST AND AS NEEDED)**

The Audit Committee is responsible for the oversight of financial reporting and internal controls, as well as the internal and external auditors' activities.

1. Yvette Villanueva Barrera
2. Stuart Blythin

**Budget Committee**

**(MEETS ONCE PER YEAR IN MAY)**

The Budget Committee is responsible for the oversight of development of the budget to ensure shared understanding in the Outcomes goals and their incorporation in the NBU budget.

1. Wayne Peters
2. Judith Dykes-Hoffmann

**Investment Committee**

**(MEETS ONCE PER YEAR IN FEBRUARY AND AS NEEDED)**

The Investment Committee is responsible for the oversight of NBU's investment assets, the review of the portfolio performance and investment policies of NBU, and to provide recommendations for the Board of Trustees' approval to ensure that investment activities are in compliance with the Texas Public Funds Investment Act and NBU's Investment Policy and in furtherance of the company guidelines and objectives.

1. Yvette Villanueva Barrera
2. Stuart Blythin

**Legislative Committee**

**(MEETS AS NEEDED – USUALLY DURING LEGISLATIVE SESSION)**

The Legislative Committee is responsible for the development of comprehensive legislative strategies for NBU, including determining which state or national legislative initiatives NBU would like to endorse or oppose; work with the CEO and staff on the effective and timely implementation of those strategies; develop NBU's positions on various legislative initiatives and undertaking such research as may be necessary to support such positions.

1. Wayne Peters
2. Yvette Villanueva Barrera

**Public Information Act Committee  
(MEETS AS NEEDED)**

The Public Information Act Committee is responsible for identifying procedures and methods for maintaining compliance with the Public Information Act and ensuring transparency.

1. Judith Dykes-Hoffmann
2. Stuart Blythin

**Records Management Committee  
(MEETS ONCE PER YEAR AND AS NEEDED – TIMELINE MAY DEPEND ON  
DESTRUCTION APPROVAL)**

The Records Management Committee is responsible for promoting sound records management practices through the development of a Records Management Policy for use by the NBU staff, review the performance of the program on a regular basis, propose changes and improvements if needed, and provide final approval for the destruction of records in accordance with approved records control schedules.

1. Yvette Villanueva Barrera

**Water Infrastructure Maintenance Committee  
(MEETS AS NEEDED)**

The Water Infrastructure Maintenance Committee is responsible for evaluating options related to NBU's obligation, through its water rights, for operating the Mill Pond Dam.

1. Judith Dykes-Hoffmann
2. Yvette Villanueva Barrera

**Ad hoc Community Advisory Panel Board Committee  
(MEETS AS NEEDED)**

The Board Compensation Ad hoc Committee is responsible for reviewing NBU Board compensation levels and determining when and if increases are necessary.

1. Wayne Peters
2. Mayor Neal Linnartz
3. Chair of Community Advisory Panel

**Ad hoc – Facilities Master Plan Committee  
(MEETS AS NEEDED)**

The Facilities Master Plan Ad hoc Committee is responsible for evaluating options related to the evaluation of NBU’s existing facilities, and how, when, and where to expand to meet current and future facility needs.

1. Wayne Peters
2. Judith Hoffmann

**Ad hoc – Governance and Personnel Committee  
(MEETS AS NEEDED)**

The Governance and Personnel Ad hoc Committee is responsible for providing guidance, oversight, and support for the development of Board policy and governance, along with the evaluation and compensation of the Chief Executive Officer.

1. Board President
2. Board Vice President

**Headwaters at the Comal Non-Profit Board  
(MEETS MONTHLY)**

The Headwaters non-profit board is responsible for the coordination and oversight of the development of NBU’s former warehouse yard located at 333 E. Klingemann, now referred to as “The Headwaters at the Comal.” The Headwaters non-profit board is comprised of the CEO, CFO, (2) appointed members from the NBU Board of Trustees, and (3) community members. This board meets at least monthly to provide direction and support on the implementation of the Master Plan developed for the property, including fundraising, program development, and a long-term sustainability plan for the project.

1. Wayne Peters
2. Judith Dykes-Hoffmann

<b><u>NBU Board of Trustees Schedule of Events</u></b>			
<b><u>Date</u></b>	<b><u>Event</u></b>	<b><u>Time</u></b>	<b><u>Location</u></b>
Thursday, December 5, 2024	Board Strategic Planning Meeting	9:00 AM	McKenna Events Center
Thursday, December 12, 2024	Board Meeting	1:00 PM	NBU Board Room
Friday, December 13, 2024	NBU Holiday Party	6:00 PM	McKenna Events Center
Tuesday, January 14, 2025	CAP Meeting	9:00 AM	McKenna Events Center
Thursday, January 16, 2025	Board Strategic Planning Meeting	9:00 AM	McKenna Events Center
Thursday, January 30, 2025	Board Meeting	1:00 PM	NBU Board Room
Tuesday, February 11, 2025	CAP Meeting	9:00 AM	McKenna Events Center
Thursday, February 27, 2025	Board Meeting	1:00 PM	NBU Board Room
March 18th - 21st, 2025	Texas Water Conference		Houston, TX
Thursday, March 27, 2025	Board Meeting	1:00 PM	NBU Board Room
Tuesday, April 15, 2025	CAP Meeting	9:00 AM	McKenna Events Center
Thursday, April 24, 2025	Board Meeting	1:00 PM	NBU Board Room
Thursday, May 15, 2025	Board Meeting	1:00 PM	NBU Board Room
Tuesday, May 20, 2025	CAP Meeting	9:00 AM	McKenna Events Center
Thursday, May 29, 2025	Board Meeting	1:00 PM	NBU Board Room
June 6th - 11th, 2025	APPA National Conference		New Orleans, LA
Tuesday, June 17, 2025	CAP Meeting	9:00 AM	McKenna Events Center
Thursday, June 26, 2025	Board Meeting	1:00 PM	NBU Board Room
Saturday, July 19, 2025	Texas Lineman's Rodeo	all day	Seguin, Tx
July 21st - 23rd, 2025	TPPA Annual Conference		San Antonio, TX
Thursday, August 7, 2025	NBU All-Employee Meeting	TBD	TBD
Tuesday, August 19, 2025	CAP Meeting	9:00 AM	McKenna Events Center
Thursday, August 28, 2025	Board Meeting	1:00 PM	NBU Board Room
Thursday, September 25, 2025	Board Meeting	1:00 PM	NBU Board Room
Thursday, October 30, 2025	Board Meeting	1:00 PM	NBU Board Room
Friday, November 7, 2025	NBU Veteran's Day Lunch	TBD	TBD
Thursday, December 11, 2025	Board Workshop	TBD	TBD
Thursday, December 18, 2025	Board Meeting	1:00 PM	NBU Board Room
Friday, December 19, 2025	NBU Holiday Party	6:00 PM	McKenna Events Center



**Meeting Date:** December 12, 2024      **Agenda Type:** Items from Staff

**From:** Kimberly Huffman      **Reviewed by:** John Warren  
Accounting Manager      Director of Finance

**Submitted by:** Dawn Schriewer      **Approved by:** Ryan Kelso  
Chief Financial Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Financial Update and Report, Including an Update on the Impact Fee Program Effective February 1, 2023 (referred to as Program E)

## **BACKGROUND**

NBU’s service territory experienced higher temperatures and lower rainfall during the month of October than historically. The average temperature was 78.4 degrees, which was 8.3 degrees higher than the historical average temperature of 70.1 degrees. Rainfall totaled zero inches for the month of October, which was 3.50 inches lower than the historical average rainfall of 3.5 inches.

For the month of October 2024, NBU recorded a change in net position after contributions (“CNPAC”) of \$5,402,000 which represents an increase of \$1,405,000 compared to the budgeted monthly CNPAC of \$3,997,000. Operating service revenues of \$22,122,000 were less than budget by \$1,322,000, or 6%, for the month of October. A \$2,228,000 decrease in electric revenue, \$962,000 increase in water revenue, and a \$56,000 decrease in wastewater revenue contributed to the overall service revenues. Other operating revenues of \$574,000 were less than budget by \$30,000 for the month of October. Purchased power costs were \$2,928,000 less than budget for October 2024 and \$14,300,000 less for Year-to-Date (“YTD”). A decrease in other operating expenses of \$1,273,000 resulted in total operating expenses to be \$4,201,000, or 20%, less than the budgeted amount of \$21,261,000. The net revenue and operating expense variances contributed to a favorable net operating income variance of \$2,851,000 from budget. Net non-operating items had a \$269,000 unfavorable variance compared to budget. Impact fees were less than budget by \$968,000, services income was less than budget by \$36,000, and capital participation fees was less than budget by \$173,000. October 2024 YTD CNPAC was \$18,198,000, which was \$4,357,000 greater than the budgeted amount of \$13,841,000.

## **FINANCIAL IMPACT**

### **Electric**

The Electric Line of Business reported total operating revenues of \$14,993,000, a \$2,244,000 decrease, from the October budgeted amount of \$17,237,000. The net rate realized per kWh was \$0.0925, which was 11% less than the budgeted rate of \$0.1040 for the month of October. October kWh sales were 157.2 million kWh, a 4.0 million kWh decrease, or 2%, in comparison to the budgeted amount of 161.2 million kWh.



Purchased power costs totaled \$7,888,000, which was \$2,928,000 less than the budgeted amount of \$10,816,000. Electric gross margin, which is total operating revenues minus purchased power, resulted in the amount of \$7,105,000 for the month of October and \$17,583,000 YTD. These amounts were \$684,000 greater and \$2,972,000 less than the budgeted amount of \$6,421,000 Month-to-Date (“MTD”) and \$20,555,000 YTD. Other operating expenses were less than budget by \$437,000. These items resulted in the Electric Line of Business reporting net operating income of \$4,415,000, which was \$1,122,000 greater than the budgeted amount of \$3,293,000. Net non-operating items provided an unfavorable variance from budget of \$142,000. Services income was less than budget by \$5,000. The Electric Line of Business reported October 2024 CNPAC of \$3,736,000 and YTD CNPAC of \$8,231,000. These amounts were \$974,000 greater and \$625,000 less than their respective October 2024 MTD and October 2024 YTD budget amounts.

### **Water**

The Water Line of Business reported total operating revenues of \$4,506,000, a \$943,000 increase, or 26%, from the October budgeted amount of \$3,563,000. In October, water gallons sold of 422,991,000 was greater than the budgeted amount of 403,769,000 (a 19,222,000-gallon variance from budget, or 5%). NBU’s net realized price per 1,000 gallons sold in October was \$10.44, which was greater than the budgeted amount of \$8.56. Operating expenses for October were \$3,896,000, which was \$475,000 less than the budgeted amount of \$4,371,000. The net effect of greater revenues and less operating expenses than budgeted resulted in the Water’s net operating income of \$610,000, which was greater than budget. Net non-operating items provided an unfavorable variance of \$91,000 from budget. Impact fees of \$745,000 were less than budget by \$782,000, and services income was of \$87,000 were less than budget by \$31,000. The Water Line of Business reported October 2024 CNPAC of \$1,050,000 and YTD CNPAC of \$6,202,000. These amounts were \$514,000 greater than and \$3,173,000 greater than their respective October 2024 MTD and October 2024 YTD budget amounts.

### **Wastewater**

The Wastewater Line of Business reported total operating revenues of \$3,196,000, a \$52,000 decrease, or 2%, from the October budgeted amount of \$3,248,000. Total operating expenses of \$2,583,000 were \$362,000 less than the budgeted amount of \$2,945,000. As a result, the Wastewater Line of Business reported net operating income of \$613,000, which was \$310,000 greater than the budgeted amount of \$303,000. Net non-operating items provided an unfavorable variance of \$34,000 from budget. Impact fees were less than budget by \$186,000, and capital participation fees were less than budget by \$173,000. The Wastewater Line of Business reported October 2024 CNPAC of \$616,000 and YTD CNPAC of \$3,765,000. These amounts were \$83,000 less than and \$1,809,000 greater than their respective October 2024 MTD and October 2024 YTD budget amounts.
















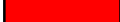

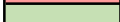












## **LINK TO STRATEGIC PLAN**

### **Financial Excellence**

## **EXHIBITS**





1. Overview Comparison to Budget and Prior Fiscal Year
2. Financial Statements
3. Capital Expenditure Summary
4. Statistics - Electric (Provided separately due to competitive matters)
5. Statistics - Water
6. Statistics - Wastewater

NEW BRAUNFELS UTILITIES  
 OVERVIEW COMPARISON TO BUDGET & PRIOR FISCAL YEAR  
 YTD Amounts for the Period Ending October 31, 2024

		AMOUNT	VARIANCE*	% CHANGE	FAV/UNFAV	Variance Explanation +/-30%
<b>ELECTRIC</b>						
Sales Volume (MWh)	Actual	504.0				
	Budget	540.4	(36.4)	-7%		
	Prior Year	532.1	(28.1)	-5%		
Revenues (\$M)	Actual	\$ 49.5				
	Budget	\$ 66.8	\$ (17.3)	-26%		
	Prior Year	65.9	\$ (16.4)	-25%		
Gross Margin (\$M) <i>(Total Operating Revenues Minus Purchased Pwr)</i>	Actual	\$ 17.6				
	Budget	\$ 20.6	\$ (3.0)	-14%		
	Prior Year	16.4	\$ 1.2	7%		
Operating Income (\$M)	Actual	\$ 9.9				
	Budget	\$ 10.4	\$ (0.5)	-5%		
	Prior Year	9.6	\$ 0.3	4%		
<b>WATER</b>						
Sales Volume (Million Gallons)	Actual	1.2				
	Budget	1.4	(0.2)	-15%		
	Prior Year	1.5	(0.3)	-19%		
Revenues (\$M)	Actual	\$ 12.3				
	Budget	\$ 12.8	\$ (0.5)	-4%		
	Prior Year	13.1	\$ (0.8)	-6%		
Gross Margin (\$M) <i>(Total Operating Revenues Minus Purchased Water)</i>	Actual	\$ 9.4				
	Budget	\$ 9.1	\$ 0.3	4%		
	Prior Year	10.1	\$ (0.7)	-7%		
Operating Income (\$M)	Actual	\$ 1.7				
	Budget	\$ (1.0)	\$ 2.7	*		
	Prior Year	3.2	\$ (1.5)	-46%		Higher operating revenues in the prior year, primarily from residential.
<b>WASTEWATER</b>						
Revenues (\$M)	Actual	\$ 9.6				
	Budget	\$ 9.9	\$ (0.3)	-3%		
	Prior Year	8.8	\$ 0.8	9%		
Operating Income (\$M)	Actual	\$ 2.3				
	Budget	\$ 0.8	\$ 1.5	*		
	Prior Year	2.0	\$ 0.3	14%		
<b>COMBINED</b>						
Operating Expenses (\$M)**	Actual	\$ 12.4				
	Budget	\$ 18.5	\$ (6.1)	-33%		Operating expenses are lower than budgeted across all LOBs mostly due to Payroll. Support Services O&M is lower at this time.
	Prior Year	11.1	\$ 1.2	11%		
Operating Income (\$M)	Actual	\$ 13.9				
	Budget	\$ 10.2	\$ 3.7	36%		Operating income is higher than budget primarily from Purchased Water and O&M expenses.
	Prior Year	14.8	\$ (0.8)	-6%		
Change in Net Position Before Contributions (\$M)	Actual	\$ 9.4				
	Budget	\$ 6.0	\$ 3.4	58%		Operating income is higher than budget primarily from Purchased Water and O&M expenses. High impact fees than planned.
	Prior Year	10.2	\$ (0.8)	-8%		
Impact Fees (\$M)	Actual	\$ 7.3				
	Budget	\$ 6.3	\$ 1.0	16%		One apartment complex and commercial property contributed to higher impact fees.
	Prior Year	4.0	\$ 3.3	84%		
Change in Net Position After Contributions (\$M)	Actual	\$ 18.2				
	Budget	\$ 13.8	\$ 4.4	31%		Higher YTD Net Operating Income from Water and Wastewater. Higher Impact Fees than budgeted.
	Prior Year	15.6	\$ 2.5	16%		

\*Note: Variances are based on rounding of actual numbers and not summary numbers in previous column.

\*\*Note: Operating expenses less purchased power, purchased water, and depreciation & amortization.

LEGEND			
Favorable		Unfavorable	
Within +10%		Within -10%	
Exceeds +10%		Exceeds -10%	

NEW BRAUNFELS UTILITIES  
Balance Sheet  
For the Period Ending October 31, 2024  
Amounts Shown in Thousands

	October 31 2024	September 30 2024	Variance	% Change
<b>ASSETS</b>				
<b>UTILITY PLANT</b>				
Utility Plant in Service	\$ 1,280,550	\$ 1,280,524	\$ 26	0%
Less: Accumulated Depreciation	(386,155)	(382,968)	(3,187)	1%
Construction in Progress	178,477	168,567	9,910	6%
<b>TOTAL UTILITY PLANT</b>	<b>\$ 1,072,872</b>	<b>\$ 1,066,123</b>	<b>\$ 6,749</b>	<b>1%</b>
<b>CURRENT &amp; ACCRUED ASSETS</b>				
Cash & Temporary Investments	\$ 44,866	\$ 17,435	\$ 27,430	157%
Accounts Receivable - Customers (Net of Allowance for Bad Debt)	20,448	23,184	(2,737)	-12%
Accounts Receivable - Other	8,800	9,853	(1,053)	-11%
Accrued Unbilled Revenue	15,325	16,021	(697)	-4%
Inventory	7,906	7,812	94	1%
Prepaid Expenses	25,963	25,588	375	1%
Accrued Interest Receivable	321	214	107	50%
Rents Receivable	-	3	(3)	-100%
<b>TOTAL CURRENT &amp; ACCRUED ASSETS</b>	<b>\$ 123,628</b>	<b>\$ 100,110</b>	<b>\$ 23,518</b>	<b>23%</b>
<b>RESTRICTED ASSETS &amp; DEFERRED DEBITS</b>				
Restricted Funds	\$ 89,230	\$ 94,830	\$ (5,600)	-6%
Designated Funds	84,901	83,095	1,805	2%
Pension Deferred Outflows	14,158	14,158	-	0%
Mid-Basin Regulatory Asset	3,593	3,685	(92)	-3%
Other Deferred Debits	3,158	3,204	(46)	-1%
<b>TOTAL RESTRICTED ASSETS &amp; DEFERRED DEBITS</b>	<b>\$ 195,039</b>	<b>\$ 198,972</b>	<b>\$ (3,933)</b>	<b>-2%</b>
<b>TOTAL ASSETS</b>	<b>\$ 1,391,539</b>	<b>\$ 1,365,206</b>	<b>\$ 26,333</b>	<b>2%</b>
<b>LIABILITIES &amp; NET POSITION</b>				
<b>BONDS PAYABLE</b>				
Bonds Payable	466,247	\$ 466,241	\$ 6	0%
Unamortized Bond Discount/Premium	25,327	25,559	(232)	-1%
<b>TOTAL BONDS PAYABLE</b>	<b>\$ 491,574</b>	<b>\$ 491,800</b>	<b>\$ (226)</b>	<b>0%</b>
<b>CURRENT &amp; ACCRUED LIABILITIES</b>				
Accounts Payable	\$ 11,683	\$ 10,634	\$ 1,049	10%
Accrued Purchased Power	6,890	8,998	(2,109)	-23%
Commercial Paper Payable	35,000	15,000	20,000	133%
Customer Deposits	14,523	14,494	29	0%
Accrued Payroll & Benefits (Including Compensated Absences)	4,359	4,063	296	7%
Interest Accrued on Long Term Debt	6,551	4,872	1,679	34%
Current Portion of Long Term Debt	8,700	8,700	-	0%
Other Payables	3,476	5,867	(2,391)	-41%
<b>TOTAL CURRENT &amp; ACCRUED LIABILITIES</b>	<b>\$ 91,183</b>	<b>\$ 72,628</b>	<b>\$ 18,555</b>	<b>26%</b>
<b>NONCURRENT LIABILITIES &amp; DEFERRED CREDITS</b>				
Accumulated Provision for Pension	\$ 26,716	\$ 26,716	\$ -	0%
Pension & OPEB Deferred Inflows	\$ 437	\$ 437	\$ -	0%
Power Cost Adjustments - Over-Recovered	23,843	20,867	2,976	14%
Other Deferred Credits	20,966	21,340	(374)	-2%
<b>TOTAL NONCURRENT LIABILITIES &amp; DEFERRED CREDITS</b>	<b>\$ 71,962</b>	<b>\$ 69,360</b>	<b>\$ 2,602</b>	<b>4%</b>
<b>TOTAL LIABILITIES</b>	<b>\$ 654,719</b>	<b>\$ 633,788</b>	<b>\$ 20,931</b>	<b>3%</b>
<b>NET POSITION</b>				
Reserve for Restricted Assets	\$ 79,478	\$ 78,866	\$ 613	1%
Reserve for Intergovernmental	10,452	10,544	(92)	-1%
Unrestricted Assets	369,266	364,384	4,883	1%
Contributed Capital	277,624	277,624	-	0%
<b>TOTAL NET POSITION</b>	<b>\$ 736,820</b>	<b>\$ 731,418</b>	<b>\$ 5,403</b>	<b>1%</b>
<b>TOTAL LIABILITIES &amp; NET POSITION</b>	<b>\$ 1,391,539</b>	<b>\$ 1,365,206</b>	<b>\$ 26,333</b>	<b>2%</b>

NEW BRAUNFELS UTILITIES  
 Statement of Revenues & Expenses  
 For the Period Ending October 31, 2024  
 Amounts Shown in Thousands

	MTD Actual	MTD Budget	Variance	% Variance	YTD Actual	YTD Budget	Variance	% Variance
<b>VOLUME/RATES</b>								
Electric Sales kWh	157,177	161,181	(4,003)	-2%	504,001	540,376	(36,375)	-7%
Electric Sales Rate Per kWh	\$ 0.0925	\$ 0.1040	\$ (0.0115)	-11%	\$ 0.0958	\$ 0.1210	\$ (0.0253)	-21%
Purchased kWh	179,761	157,877	21,883	14%	543,868	535,625	8,243	2%
Purchased Rate per kWh	\$ 0.0439	\$ 0.0685	\$ (0.0246)	-36%	\$ 0.0588	\$ 0.0864	\$ (0.0276)	-32%
Gallons Sold	422,991	403,769	19,222	5%	1,218,432	1,432,768	(214,336)	-15%
Rate per 1,000 Gallons Sold	\$ 10.44	\$ 8.56	\$ 1.89	22%	\$ 9.90	\$ 8.71	\$ 1.19	14%
<b>OPERATING REVENUES</b>								
<b>SERVICE REVENUE</b>								
Electric Service	\$ 14,541	\$ 16,769	\$ (2,228)	-13%	\$ 48,261	\$ 65,412	\$ (17,151)	-26%
Water Service	4,417	3,455	962	28%	12,063	12,478	(415)	-3%
Wastewater Service	3,164	3,220	(56)	-2%	9,466	9,782	(316)	-3%
<b>TOTAL SERVICE REVENUE</b>	<b>\$ 22,122</b>	<b>\$ 23,444</b>	<b>\$ (1,322)</b>	<b>-6%</b>	<b>\$ 69,790</b>	<b>\$ 87,672</b>	<b>\$ (17,882)</b>	<b>-20%</b>
<b>OTHER OPERATING REVENUE</b>								
Electric Other	\$ 171	\$ 122	\$ 49	40%	\$ 437	\$ 366	\$ 71	19%
Water Other	69	90	(21)	-23%	173	270	(97)	-36%
Wastewater Other	32	28	4	14%	84	85	(1)	-1%
Transmission System Revenue	243	308	(65)	-21%	731	925	(194)	-21%
Electric Pole Attachments	38	38	-	0%	115	113	2	2%
Water Tower Antenna Lease	21	18	3	17%	62	55	7	13%
<b>TOTAL OTHER OPERATING REVENUE</b>	<b>\$ 574</b>	<b>\$ 604</b>	<b>\$ (30)</b>	<b>-5%</b>	<b>\$ 1,602</b>	<b>\$ 1,814</b>	<b>\$ (212)</b>	<b>-12%</b>
<b>TOTAL OPERATING REVENUE</b>	<b>\$ 22,696</b>	<b>\$ 24,048</b>	<b>\$ (1,352)</b>	<b>-6%</b>	<b>\$ 71,392</b>	<b>\$ 89,486</b>	<b>\$ (18,094)</b>	<b>-20%</b>
<b>OPERATING EXPENSES</b>								
<b>ELECTRIC</b>								
Purchased Power	\$ 7,888	\$ 10,816	\$ (2,928)	-27%	\$ 31,961	\$ 46,261	\$ (14,300)	-31%
Electric O&M Expenses	700	844	(144)	-17%	1,452	2,841	(1,389)	-49%
Electric Depreciation & Amortization	1,048	1,242	(194)	-16%	3,633	3,726	(93)	-2%
Electric Support Services Allocated Operating Expenses	943	1,043	(100)	-10%	2,548	3,540	(992)	-28%
<b>TOTAL ELECTRIC OPERATING EXPENSE</b>	<b>\$ 10,579</b>	<b>\$ 13,945</b>	<b>\$ (3,366)</b>	<b>-24%</b>	<b>\$ 39,594</b>	<b>\$ 56,368</b>	<b>\$ (16,774)</b>	<b>-30%</b>
<b>WATER</b>								
Purchased Water	\$ 1,199	\$ 1,250	\$ (51)	-4%	\$ 2,924	\$ 3,749	\$ (825)	-22%
Water O&M Expenses	662	898	(236)	-26%	1,772	2,990	(1,218)	-41%
Water Depreciation & Amortization	1,013	1,065	(52)	-5%	3,122	3,195	(73)	-2%
Water Support Services Allocated Operating Expenses	1,023	1,159	(136)	-12%	2,778	3,873	(1,095)	-28%
<b>TOTAL WATER OPERATING EXPENSE</b>	<b>\$ 3,897</b>	<b>\$ 4,372</b>	<b>\$ (475)</b>	<b>-11%</b>	<b>\$ 10,596</b>	<b>\$ 13,807</b>	<b>\$ (3,211)</b>	<b>-23%</b>
<b>WASTEWATER</b>								
Wastewater O&M Expenses	\$ 752	\$ 870	\$ (118)	-14%	\$ 1,900	\$ 2,616	\$ (716)	-27%
Wastewater Depreciation & Amortization	1,126	1,290	(164)	-13%	3,455	3,870	(415)	-11%
Wastewater Support Services Allocated Operating Expenses	706	784	(78)	-10%	1,927	2,613	(686)	-26%
<b>TOTAL WASTEWATER OPERATING EXPENSE</b>	<b>\$ 2,584</b>	<b>\$ 2,944</b>	<b>\$ (360)</b>	<b>-12%</b>	<b>\$ 7,282</b>	<b>\$ 9,099</b>	<b>\$ (1,817)</b>	<b>-20%</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 17,060</b>	<b>\$ 21,261</b>	<b>\$ (4,201)</b>	<b>-20%</b>	<b>\$ 57,472</b>	<b>\$ 79,274</b>	<b>\$ (21,802)</b>	<b>-28%</b>
<b>NET OPERATING INCOME</b>								
ELECTRIC	\$ 4,415	\$ 3,292	\$ 1,123	34%	\$ 9,949	\$ 10,448	\$ (499)	-5%
WATER	610	(809)	1,419	*	1,701	(1,004)	2,705	*
WASTEWATER	613	304	309	*	2,267	767	1,500	*
<b>TOTAL NET OPERATING INCOME</b>	<b>\$ 5,638</b>	<b>\$ 2,787</b>	<b>\$ 2,851</b>	<b>*</b>	<b>\$ 13,917</b>	<b>\$ 10,211</b>	<b>\$ 3,706</b>	<b>36%</b>
<b>NONOPERATING REVENUES (EXPENSES)</b>								
Interest Income	\$ 550	\$ 515	\$ 35	7%	\$ 2,436	\$ 1,543	\$ 893	58%
Intergovernmental Expense	(979)	(992)	13	-1%	(2,938)	(2,977)	39	-1%
Interest and Amortization Expense	(1,455)	(1,705)	250	-15%	(4,548)	(5,114)	566	-11%
Other	204	771	(567)	-74%	550	2,312	(1,762)	-76%
<b>TOTAL NONOPERATING REVENUES (EXPENSES)</b>	<b>\$ (1,680)</b>	<b>\$ (1,411)</b>	<b>\$ (269)</b>	<b>19%</b>	<b>\$ (4,500)</b>	<b>\$ (4,236)</b>	<b>\$ (264)</b>	<b>-6%</b>
<b>CHANGE IN NET POSITION BEFORE CONTRIBUTIONS</b>	<b>\$ 3,958</b>	<b>\$ 1,376</b>	<b>\$ 2,582</b>	<b>*</b>	<b>\$ 9,417</b>	<b>\$ 5,975</b>	<b>\$ 3,442</b>	<b>58%</b>
<b>CAPITAL CONTRIBUTIONS</b>								
Impact Fees	\$ 1,130	\$ 2,098	\$ (968)	-46%	\$ 7,305	\$ 6,295	\$ 1,010	16%
Services	314	350	(36)	-10%	1,476	1,051	425	40%
GBRA Capital Participation Fee	-	173	(173)	-100%	-	520	(520)	-100%
<b>TOTAL CAPITAL CONTRIBUTIONS</b>	<b>\$ 1,444</b>	<b>\$ 2,621</b>	<b>\$ (1,177)</b>	<b>-45%</b>	<b>\$ 8,781</b>	<b>\$ 7,866</b>	<b>\$ 915</b>	<b>12%</b>
<b>CHANGE IN NET POSITION AFTER CONTRIBUTIONS</b>	<b>\$ 5,402</b>	<b>\$ 3,997</b>	<b>\$ 1,405</b>	<b>35%</b>	<b>\$ 18,198</b>	<b>\$ 13,841</b>	<b>\$ 4,357</b>	<b>31%</b>

\*Denotes variance greater than 100%

NEW BRAUNFELS UTILITIES  
ELECTRIC LINE OF BUSINESS  
Statement of Revenues & Expenses  
For the Period Ending October 31, 2024  
Amounts Shown in Thousands

	MTD Actual	MTD Budget	Variance	% Variance	YTD Actual	YTD Budget	Variance	% Variance
<b>ELECTRIC OPERATING REVENUES</b>								
<b>ELECTRIC SERVICE REVENUE</b>								
Electric Service	\$ 14,541	\$ 16,769	\$ (2,228)	-13%	\$ 48,261	\$ 65,412	\$ (17,151)	-26%
<b>TOTAL ELECTRIC SERVICE REVENUE</b>	<b>\$ 14,541</b>	<b>\$ 16,769</b>	<b>\$ (2,228)</b>	<b>-13%</b>	<b>\$ 48,261</b>	<b>\$ 65,412</b>	<b>\$ (17,151)</b>	<b>-26%</b>
<b>OTHER ELECTRIC OPERATING REVENUE</b>								
Electric Other	\$ 171	\$ 122	\$ 49	40%	\$ 437	\$ 366	\$ 71	19%
Transmission System Revenue	243	308	(65)	-21%	731	925	(194)	-21%
Electric Pole Attachments	38	38	-	0%	115	113	2	2%
<b>TOTAL OTHER ELECTRIC OPERATING REVENUE</b>	<b>\$ 452</b>	<b>\$ 468</b>	<b>\$ (16)</b>	<b>-3%</b>	<b>\$ 1,282</b>	<b>\$ 1,404</b>	<b>\$ (122)</b>	<b>-9%</b>
<b>TOTAL ELECTRIC OPERATING REVENUE</b>	<b>\$ 14,993</b>	<b>\$ 17,237</b>	<b>\$ (2,244)</b>	<b>-13%</b>	<b>\$ 49,544</b>	<b>\$ 66,816</b>	<b>\$ (17,272)</b>	<b>-26%</b>
<b>ELECTRIC OPERATING EXPENSES</b>								
Purchased Power & Other Power Supply	\$ 7,888	\$ 10,816	\$ (2,928)	-27%	\$ 31,961	\$ 46,261	\$ (14,300)	-31%
Transmission & Distribution	616	777	(161)	-21%	1,317	2,639	(1,322)	-50%
Customer Service	32	43	(11)	-26%	23	128	(105)	-82%
Administrative & General	52	23	29	*	112	74	38	51%
Depreciation & Amortization	1,048	1,242	(194)	-16%	3,633	3,726	(93)	-2%
Support Services Allocated Operating Expenses	943	1,043	(100)	-10%	2,548	3,540	(992)	-28%
<b>TOTAL ELECTRIC OPERATING EXPENSE</b>	<b>\$ 10,578</b>	<b>\$ 13,944</b>	<b>\$ (3,366)</b>	<b>-24%</b>	<b>\$ 39,594</b>	<b>\$ 56,368</b>	<b>\$ (16,774)</b>	<b>-30%</b>
<b>ELECTRIC NET OPERATING INCOME</b>	<b>\$ 4,415</b>	<b>\$ 3,293</b>	<b>\$ 1,122</b>	<b>34%</b>	<b>\$ 9,949</b>	<b>\$ 10,448</b>	<b>\$ (499)</b>	<b>-5%</b>
<b>NONOPERATING REVENUES (EXPENSES)</b>								
Interest Income	\$ 256	\$ 214	\$ 42	20%	\$ 1,122	\$ 643	\$ 479	74%
Intergovernmental Expense	(761)	(770)	9	-1%	(2,283)	(2,310)	27	-1%
Interest and Amortization Expense	(567)	(297)	(270)	91%	(1,842)	(891)	(951)	*
Other	166	90	76	84%	361	270	91	34%
<b>TOTAL NONOPERATING REVENUES (EXPENSES)</b>	<b>\$ (905)</b>	<b>\$ (763)</b>	<b>\$ (142)</b>	<b>19%</b>	<b>\$ (2,641)</b>	<b>\$ (2,288)</b>	<b>\$ (353)</b>	<b>-15%</b>
<b>CHANGE IN NET POSITION BEFORE CONTRIBUTIONS</b>	<b>\$ 3,509</b>	<b>\$ 2,530</b>	<b>\$ 979</b>	<b>39%</b>	<b>\$ 7,308</b>	<b>\$ 8,160</b>	<b>\$ (852)</b>	<b>-10%</b>
<b>ELECTRIC CAPITAL CONTRIBUTIONS</b>								
Services	\$ 227	\$ 232	\$ (5)	-2%	\$ 923	\$ 696	\$ 227	33%
<b>TOTAL ELECTRIC CAPITAL CONTRIBUTIONS</b>	<b>\$ 227</b>	<b>\$ 232</b>	<b>\$ (5)</b>	<b>-2%</b>	<b>\$ 923</b>	<b>\$ 696</b>	<b>\$ 227</b>	<b>33%</b>
<b>CHANGE IN NET POSITION AFTER CONTRIBUTIONS</b>	<b>\$ 3,736</b>	<b>\$ 2,762</b>	<b>\$ 974</b>	<b>35%</b>	<b>\$ 8,231</b>	<b>\$ 8,856</b>	<b>\$ (625)</b>	<b>-7%</b>

\*Denotes variance greater than 100%

NEW BRAUNFELS UTILITIES  
WATER LINE OF BUSINESS  
Statement of Revenues & Expenses  
For the Period Ending October 31, 2024  
Amounts Shown in Thousands

	MTD Actual	MTD Budget	Variance	% Variance	YTD Actual	YTD Budget	Variance	% Variance
<b>WATER OPERATING REVENUES</b>								
<b>WATER SERVICE REVENUE</b>								
Water Service	\$ 4,417	\$ 3,455	\$ 962	28%	\$ 12,063	\$ 12,478	\$ (415)	-3%
<b>TOTAL WATER SERVICE REVENUE</b>	<b>\$ 4,417</b>	<b>\$ 3,455</b>	<b>\$ 962</b>	<b>28%</b>	<b>\$ 12,063</b>	<b>\$ 12,478</b>	<b>\$ (415)</b>	<b>-3%</b>
<b>OTHER WATER OPERATING REVENUE</b>								
Water Other	\$ 69	\$ 90	\$ (21)	-23%	\$ 173	\$ 270	\$ (97)	-36%
Water Tower Antenna Lease	20	18	2	11%	62	55	7	13%
<b>TOTAL OTHER WATER OPERATING REVENUE</b>	<b>\$ 89</b>	<b>\$ 108</b>	<b>\$ (19)</b>	<b>-18%</b>	<b>\$ 234</b>	<b>\$ 325</b>	<b>\$ (91)</b>	<b>-28%</b>
<b>TOTAL WATER OPERATING REVENUE</b>	<b>\$ 4,506</b>	<b>\$ 3,563</b>	<b>\$ 943</b>	<b>26%</b>	<b>\$ 12,297</b>	<b>\$ 12,803</b>	<b>\$ (506)</b>	<b>-4%</b>
<b>WATER OPERATING EXPENSES</b>								
Purchased Water	\$ 1,199	\$ 1,250	\$ (51)	-4%	\$ 2,924	\$ 3,749	\$ (825)	-22%
Supply Source	2	8	(6)	-75%	8	25	(17)	-68%
Transmission & Distribution	211	341	(130)	-38%	564	1,146	(582)	-51%
Pumping	177	241	(64)	-27%	562	781	(219)	-28%
Water Treatment	239	253	(14)	-6%	561	843	(282)	-33%
Customer Service	16	7	9	*	15	22	(7)	-32%
Administrative & General	16	47	(31)	-66%	62	173	(111)	-64%
Depreciation & Amortization	1,013	1,065	(52)	-5%	3,122	3,195	(73)	-2%
Support Services Allocated Operating Expenses	1,023	1,159	(136)	-12%	2,778	3,873	(1,095)	-28%
<b>TOTAL WATER OPERATING EXPENSE</b>	<b>\$ 3,896</b>	<b>\$ 4,371</b>	<b>\$ (475)</b>	<b>-11%</b>	<b>\$ 10,596</b>	<b>\$ 13,807</b>	<b>\$ (3,211)</b>	<b>-23%</b>
<b>WATER NET OPERATING INCOME</b>	<b>\$ 610</b>	<b>\$ (808)</b>	<b>\$ 1,418</b>	<b>*</b>	<b>\$ 1,701</b>	<b>\$ (1,004)</b>	<b>\$ 2,705</b>	<b>*</b>
<b>NONOPERATING REVENUES (EXPENSES)</b>								
Interest Income	\$ 139	\$ 142	\$ (3)	-2%	\$ 621	\$ 425	\$ 196	46%
Intergovernmental Expense	(103)	(108)	5	-5%	(311)	(324)	13	-4%
Interest and Amortization Expense	(497)	(722)	225	-31%	(1,519)	(2,166)	647	-30%
Other	69	387	(318)	-82%	128	1,161	(1,033)	-89%
<b>TOTAL NONOPERATING REVENUES (EXPENSES)</b>	<b>\$ (392)</b>	<b>\$ (301)</b>	<b>\$ (91)</b>	<b>30%</b>	<b>\$ (1,081)</b>	<b>\$ (904)</b>	<b>\$ (177)</b>	<b>20%</b>
<b>CHANGE IN NET POSITION BEFORE CONTRIBUTIONS</b>	<b>\$ 218</b>	<b>\$ (1,109)</b>	<b>\$ 1,327</b>	<b>*</b>	<b>\$ 619</b>	<b>\$ (1,908)</b>	<b>\$ 2,527</b>	<b>*</b>
<b>WATER CAPITAL CONTRIBUTIONS</b>								
Impact Fees	\$ 745	\$ 1,527	\$ (782)	-51%	\$ 5,030	\$ 4,582	\$ 448	10%
Services	87	118	(31)	-26%	553	355	198	56%
<b>TOTAL WATER CAPITAL CONTRIBUTIONS</b>	<b>\$ 832</b>	<b>\$ 1,645</b>	<b>\$ (813)</b>	<b>-49%</b>	<b>\$ 5,583</b>	<b>\$ 4,937</b>	<b>\$ 646</b>	<b>13%</b>
<b>CHANGE IN NET POSITION AFTER CONTRIBUTIONS</b>	<b>\$ 1,050</b>	<b>\$ 536</b>	<b>\$ 514</b>	<b>96%</b>	<b>\$ 6,202</b>	<b>\$ 3,029</b>	<b>\$ 3,173</b>	<b>*</b>

\*Denotes variance greater than 100%

NEW BRAUNFELS UTILITIES  
WASTEWATER LINE OF BUSINESS  
Statement of Revenues & Expenses  
For the Period Ending October 31, 2024  
Amounts Shown in Thousands

	MTD Actual	MTD Budget	Variance	% Variance	YTD Actual	YTD Budget	Variance	% Variance
<b>WASTEWATER OPERATING REVENUES</b>								
<b>WASTEWATER SERVICE REVENUE</b>								
Wastewater Service	\$ 3,164	\$ 3,220	\$ (56)	-2%	\$ 9,466	\$ 9,782	\$ (316)	-3%
<b>TOTAL WASTEWATER SERVICE REVENUE</b>	<b>\$ 3,164</b>	<b>\$ 3,220</b>	<b>\$ (56)</b>	<b>-2%</b>	<b>\$ 9,466</b>	<b>\$ 9,782</b>	<b>\$ (316)</b>	<b>-3%</b>
<b>OTHER WASTEWATER OPERATING REVENUE</b>								
Wastewater Other	\$ 32	\$ 28	\$ 4	14%	\$ 84	\$ 85	\$ (1)	-1%
<b>TOTAL OTHER WASTEWATER OPERATING REVENUE</b>	<b>\$ 32</b>	<b>\$ 28</b>	<b>\$ 4</b>	<b>14%</b>	<b>\$ 84</b>	<b>\$ 85</b>	<b>\$ (1)</b>	<b>-1%</b>
<b>TOTAL WASTEWATER OPERATING REVENUE</b>	<b>\$ 3,196</b>	<b>\$ 3,248</b>	<b>\$ (52)</b>	<b>-2%</b>	<b>\$ 9,550</b>	<b>\$ 9,867</b>	<b>\$ (317)</b>	<b>-3%</b>
<b>WASTEWATER OPERATING EXPENSES</b>								
Transmission & Distribution	\$ 1	\$ -	\$ 1	100%	\$ 3	\$ -	\$ 3	100%
Wastewater Operations & Maintenance	646	658	(12)	-2%	1,780	2,056	(276)	-13%
Wastewater Treatment	-	109	(109)	-100%	-	383	(383)	-100%
Customer Service	14	7	7	100%	12	20	(8)	-40%
Administrative & General	90	97	(7)	-7%	105	157	(52)	-33%
Depreciation & Amortization	1,126	1,290	(164)	-13%	3,455	3,870	(415)	-11%
Support Services Allocated Operating Expenses	706	784	(78)	-10%	1,927	2,613	(686)	-26%
<b>TOTAL WASTERWATER OPERATING EXPENSE</b>	<b>\$ 2,583</b>	<b>\$ 2,945</b>	<b>\$ (362)</b>	<b>-12%</b>	<b>\$ 7,283</b>	<b>\$ 9,099</b>	<b>\$ (1,816)</b>	<b>-20%</b>
<b>WASTEWATER NET OPERATING INCOME</b>	<b>\$ 613</b>	<b>\$ 303</b>	<b>\$ 310</b>	<b>*</b>	<b>\$ 2,267</b>	<b>\$ 767</b>	<b>\$ 1,500</b>	<b>*</b>
<b>NONOPERATING REVENUES (EXPENSES)</b>								
Interest Income	\$ 155	\$ 158	\$ (3)	-2%	\$ 693	\$ 475	\$ 218	46%
Intergovernmental Expense	(115)	(114)	(1)	1%	(344)	(342)	(2)	1%
Interest and Amortization Expense	(391)	(686)	295	-43%	(1,187)	(2,057)	870	-42%
Other	(31)	294	(325)	*	61	881	(820)	-93%
<b>TOTAL NONOPERATING REVENUES (EXPENSES)</b>	<b>\$ (382)</b>	<b>\$ (348)</b>	<b>\$ (34)</b>	<b>10%</b>	<b>\$ (777)</b>	<b>\$ (1,043)</b>	<b>\$ 266</b>	<b>-26%</b>
<b>CHANGE IN NET POSITION BEFORE CONTRIBUTIONS</b>	<b>\$ 231</b>	<b>\$ (45)</b>	<b>\$ 276</b>	<b>*</b>	<b>\$ 1,490</b>	<b>\$ (276)</b>	<b>\$ 1,766</b>	<b>*</b>
<b>WASTEWATER CAPITAL CONTRIBUTIONS</b>								
Impact Fees	\$ 385	\$ 571	\$ (186)	-33%	\$ 2,275	\$ 1,712	\$ 563	33%
GBRA Capital Participation Fee	-	173	(173)	-100%	-	520	(520)	-100%
<b>TOTAL WASTEWATER CAPITAL CONTRIBUTIONS</b>	<b>\$ 385</b>	<b>\$ 744</b>	<b>\$ (359)</b>	<b>-48%</b>	<b>\$ 2,275</b>	<b>\$ 2,232</b>	<b>\$ 43</b>	<b>2%</b>
<b>CHANGE IN NET POSITION AFTER CONTRIBUTIONS</b>	<b>\$ 616</b>	<b>\$ 699</b>	<b>\$ (83)</b>	<b>-12%</b>	<b>\$ 3,765</b>	<b>\$ 1,956</b>	<b>\$ 1,809</b>	<b>92%</b>

\*Denotes variance greater than 100%

NEW BRAUNFELS UTILITIES  
Statement of Cash Flows  
For the Period Ending October 31, 2024  
Amounts Shown in Thousands

	MTD	YTD
<b>NET POSITION BEFORE CONTRIBUTIONS</b>	<b>\$ 3,958</b>	<b>\$ 9,417</b>
<i>Operating activities, cash flows provided by or used in:</i>		
Depreciation	\$ 3,187	\$ 10,210
Decrease (increase) in accounts receivable	4,486	4,237
Decrease (increase) in inventories	(94)	460
Decrease (increase) in other assets	1,208	8,989
Increase (decrease) in current liabilities	20,235	8,250
Increase (decrease) in other liabilities	2,602	5,667
<b>Net Cash Flow from Operating Activities</b>	<b>\$ 35,581</b>	<b>\$ 47,229</b>
<i>Investing activities, cash flows provided by or used in:</i>		
Capital Expenditures	\$ (9,936)	\$ (21,881)
Investments	3,795	(10,508)
Rents/Interest Receivable	(104)	1
<b>Net Cash Flow from Investing Activities</b>	<b>\$ (6,245)</b>	<b>\$ (32,388)</b>
<i>Financing activities, cash flows provided by or used in:</i>		
Transfers to City of New Braunfels	\$ (1,680)	\$ (4,500)
Increase (decrease) in long-term debt	(226)	(677)
<b>Net Cash Flow from Financing Activities</b>	<b>\$ (1,906)</b>	<b>\$ (5,177)</b>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	<b>\$ 27,430</b>	<b>\$ 9,664</b>



**CAPITAL EQUIPMENT SUMMARY - FY 2025**  
**YTD for the Period Ending October 31, 2024**

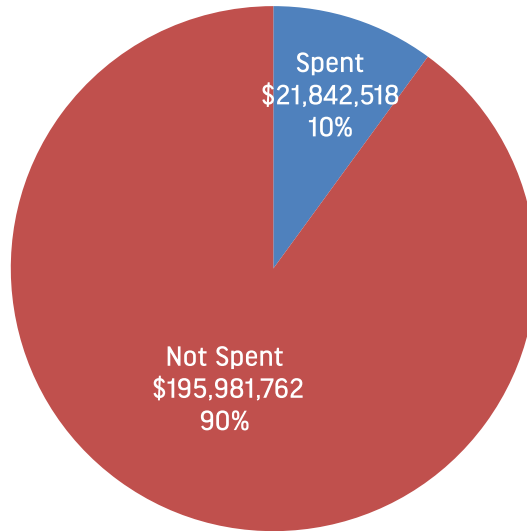


Department	Capital Equipment Description	YTD Actual	FY 2025 Budget	Budget Remaining
<b>ELECTRIC</b>				
117	Ford F-550 Electric/International CV	-	120,000	120,000
117	Ford Maverick	-	30,000	30,000
119	Ford Explorer	-	40,000	40,000
119	Transformer Winding Resistance Rest Set	-	33,000	33,000
119	Vanguard ATRT-03 S2 Transformer Turns Ratio Tester	21,454	24,200	2,746
119	Megger MIT 1525 15kv Diagnostic Insulation Resistance Tester	-	11,000	11,000
	<b>TOTAL ELECTRIC</b>	<b>\$ 21,454</b>	<b>\$ 258,200</b>	<b>\$ 236,746</b>
<b>WATER</b>				
220	Ford Escape	-	25,000	25,000
220	Small Utility Vehicle (Mule)	-	20,000	20,000
	<b>TOTAL WATER</b>	<b>\$ -</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>
<b>WASTEWATER</b>				
320	Ford Escape	-	50,000	50,000
	<b>TOTAL WASTEWATER</b>	<b>\$ -</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>
<b>SHARED WATER/WASTEWATER</b>				
217/317	SEA Combo Unit	-	440,000	440,000
217/317	International Dump Truck	-	405,000	405,000
217/317	Ford F-550 Water / International CV	-	260,000	260,000
217/317	CAT Backhoe w/Ext	-	160,000	160,000
217/317	CAT Backhoe	-	140,000	140,000
217/317	CCTV Camera for unit 206	-	85,000	85,000
217/317	Ford F-150	-	56,000	56,000
217/317	Large CCTV camera for new CCTV truck	-	50,000	50,000
217/317	Tools to outfit two F550s for FY25 new employees	-	30,000	30,000
	<b>TOTAL SHARED WATER/WASTEWATER</b>	<b>\$ -</b>	<b>\$ 1,626,000</b>	<b>\$ 1,626,000</b>
<b>FLEET/FACILITIES</b>				
528	Flatbed Equipment Trailer	-	20,000	20,000
	<b>TOTAL FLEET/FACILITIES</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ 20,000</b>
<b>TECHNOLOGY</b>				
531	Copiers and Printers	-	20,000	20,000
531	Firewall and VPN Replacement	-	150,000	150,000
531	Meraki Wifi Replacements	-	50,000	50,000
531	Network Equipment	-	250,000	250,000
531	PC Replacements	4,355	200,000	195,645
531	Server Replacements	-	750,000	750,000
531	Software Replacements	-	130,000	130,000
531	Tele-Communications Equipment and Enhancements	-	30,000	30,000
531	UPS Replacements	-	10,000	10,000
	<b>TOTAL TECHNOLOGY</b>	<b>\$ 4,355</b>	<b>\$ 1,590,000</b>	<b>\$ 1,585,645</b>
<b>TOTAL CAPITAL EQUIPMENT</b>		<b>\$ 25,809</b>	<b>\$ 3,589,200</b>	<b>\$ 3,563,391</b>

### FY 2025 Capital Expenditure Summary As of Oct 31, 2024

25% of Year  
Completed

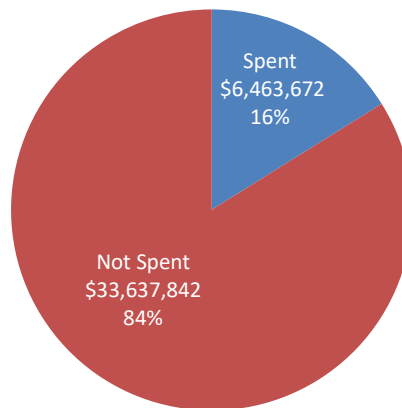
	<u>Spent</u>	<u>Not Spent</u>	<u>Total Budget</u>	<u>% of Total Budget Spent</u>
Electric \$	6,463,672	\$ 33,637,842	\$ 40,101,514	16%
Water	6,457,276	40,256,195	46,713,471	14%
Wastewater	7,995,495	59,949,160	67,944,655	12%
Support Services	926,075	62,138,565	63,064,640	1%
<b>TOTAL</b>	<b>\$ 21,842,518</b>	<b>\$ 195,981,762</b>	<b>\$ 217,824,280</b>	
	<i>10%</i>	<i>90%</i>	<i>100%</i>	



**Electric Line of Business  
FY 2025 Capital Expenditure Summary  
As of Oct 31, 2024**

25% of Year Completed

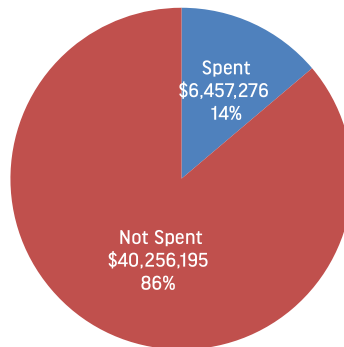
Project	<sup>1</sup> Total Spent YTD	<sup>2</sup> FY25 Project Budget	FY25 Budget Remaining	Project Life Total Budget	<sup>(1)/(2)</sup> % Spent YTD	% Physical Completion
<b>Budgeted Projects:</b>						
System Extensions	\$ 2,033,671	\$ 4,499,398	\$ 2,465,727	\$ 4,499,398	45%	16%
Distribution Transformers	1,599,216	4,346,602	2,747,386	4,346,602	37%	16%
Electric Meters	481,998	2,421,653	1,939,655	2,421,653	20%	16%
Electric Aging Infrastructure	821,271	2,770,172	1,948,901	2,770,172	30%	16%
Three-Phase Extensions	7,264	511,297	504,033	6,347,869	1%	5%
Fiber Optic Extensions	67,110	202,828	135,718	1,174,164	33%	15%
Hueco Springs Substation	117,347	6,909,113	6,791,766	15,540,487	2%	56%
Sheriff's Posse to Marion, T-340 Upgrade	-	788,776	788,776	10,641,695	0%	8%
Kohlenberg Rd Substation	29,921	6,321,475	6,291,554	17,597,009	0%	29%
Electric Aging Infrastructure, Substation	83,352	281,706	198,354	1,823,651	30%	36%
Freiheit Breaker Additions & Control House	56,112	1,690,234	1,634,122	3,073,262	3%	15%
EC23 FM 482 Feeder	325,196	760,605	435,409	1,024,804	43%	50%
HE11 Conrads Rd Feeder	9,272	169,023	159,751	2,469,894	5%	80%
Transmission Access & Wildlife Protection	-	281,706	281,706	1,759,682	0%	0%
Comal T3 Replacement & Feeder C033	56,954	1,352,187	1,295,233	3,302,113	4%	66%
Distribution Feeder Breaker Addition & Replacements	-	845,117	845,117	1,234,730	0%	10%
FR24 Kowald Ln. Feeder	-	833,849	833,849	889,714	0%	10%
Henne Substation Breaker & Half	-	1,802,916	1,802,916	4,432,574	0%	44%
CONB Road Widening Adjustments	2,792	1,270,492	1,267,700	2,397,056	0%	10%
HW14 to FM 3009 Extension Phase 2	-	816,946	816,946	3,218,668	0%	5%
HW23 NB West Feeder	-	211,279	211,279	2,012,570	0%	10%
TxDOT Road Widening	-	1,014,140	1,014,140	7,688,940	0%	40%
<b>Total Budgeted Projects</b>	<b>\$ 5,691,476</b>	<b>\$ 40,101,514</b>	<b>\$ 34,410,038</b>	<b>\$ 100,666,708</b>	<b>14%</b>	
<b>Unbudgeted Projects:</b>						
E.C. Mornhinweg T2 & Feeders	\$ 30,617	\$ -	\$ (30,617)	\$ 4,870,353	0%	99%
Freiheit Feeder 11, Alves Ln	79,012	-	(79,012)	1,993,218	0%	100%
C014 Kentucky Rd Feeder	263,873	-	(263,873)	2,567,357	0%	90%
HE23 IH-35 Stolte Feeder	72,297	-	(72,297)	2,409,963	0%	60%
Industrial Substation PWT Replacement (TXI T1)	324,980	-	(324,980)	1,155,967	0%	100%
Residential OH to UG Conversion	1,418	-	(1,418)	4,235,178	0%	99%
<b>Total Unbudgeted Projects</b>	<b>\$ 772,196</b>	<b>\$ -</b>	<b>\$ (772,196)</b>	<b>\$ 17,232,036</b>		
<b>TOTAL</b>	<b>\$ 6,463,672</b>	<b>\$ 40,101,514</b>	<b>\$ 33,637,842</b>	<b>\$ 117,898,744</b>	<b>16%</b>	



Water Line of Business  
 FY 2025 Capital Expenditure Summary  
 As of Oct 31, 2024

25% of Year Completed

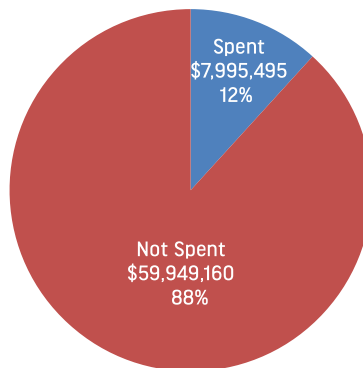
Project	<sup>1</sup> Total Spent YTD	<sup>2</sup> FY25 Project Budget	FY25 Budget Remaining	Project Life Total Budget	<sup>(1)/(2)</sup> % Spent YTD	% Physical Completion
<b>Budgeted Projects:</b>						
System Extensions	\$ 290,568	\$ 370,490	\$ 79,922	\$ 370,490	78%	86%
Water Meters	1,603,271	2,078,926	475,655	2,078,926	77%	56%
Water Technology Upgrades	-	115,626	115,626	115,626	0%	100%
Aging System Replacements	238,851	1,057,360	818,509	1,057,360	23%	25%
Aquifer Strg & Recovery Project	31,060	1,889,411	1,858,351	31,951,732	2%	57%
AC Pipe Replacement - Solms	-	224,854	224,854	2,097,767	0%	0%
Wood Meadows Water Line River Crossing	176,801	194,513	17,712	4,216,879	91%	28%
Infrastructure Replacement Package 2-W	-	97,422	97,422	1,252,966	0%	11%
Infrastructure Replacement Package 3-W	-	158,104	158,104	1,414,187	0%	3%
Solms Pump Station and Ground Storage Tank	44,225	739,119	694,894	21,475,643	6%	2%
SWTP Expansion - Water Supply Facilities	78,574	825,607	747,033	59,429,772	10%	7%
Western Downtown to Morningside PZ Conversion	41,577	416,357	374,780	10,300,329	10%	21%
FM 306 Pump Station & Discharge Pipeline	125,962	760,070	634,108	12,529,892	17%	86%
Conrads EST	559,820	3,036,292	2,476,472	10,731,648	18%	76%
Landa Pump Station Phase 2/Well 5	482,951	704,243	221,292	15,613,992	69%	97%
Trinity Expansion Treatment Plant - TWDB	887,368	4,248,631	3,361,263	31,982,203	21%	95%
Trinity Expansion Well Field - TWDB	850,983	1,978,567	1,127,584	9,620,996	43%	58%
FM 1044 EST	82,238	6,820,635	6,738,397	19,995,586	1%	6%
Goodwin/Conrads Water Adjustments (CNB)-W	-	545,256	545,256	927,246	0%	4%
Mision/Westpointe Connection Waterlines - TWDB	657,607	4,035,347	3,377,740	7,363,190	16%	48%
Senate Bill 3 EPP Generators	27,903	570,742	542,839	1,401,078	5%	9%
Water Tank Rehabilitations	12,202	4,853,686	4,841,484	5,290,513	0%	10%
FM 1101 Pump Station & GST	27,834	1,808,657	1,780,823	21,693,333	2%	0%
FM 1101 Discharge Line	-	683,611	683,611	15,689,532	0%	0%
Broken and Critical Valve Replacements	9,501	249,127	239,626	1,539,620	4%	0%
Barbarosa Waterline CNB	-	546,469	546,469	8,573,616	0%	0%
Central Downtown to Morningside PZ Conversion	12,149	615,553	603,404	6,464,237	2%	0%
City Widening Street Projects	-	432,743	432,743	4,942,366	0%	0%
Hwy 46 Water Line (Mission) Phase 2	-	279,468	279,468	5,504,231	0%	0%
Downtown to Loop PZ Conversion	-	510,060	510,060	5,031,675	0%	0%
Landa Street and Elm Street Water Line Improvements	94,709	1,311,064	1,216,355	1,311,064	7%	0%
Loop GST Improvements	-	400,832	400,832	2,658,794	0%	0%
Rio to Keuhler River Crossing	-	318,211	318,211	1,870,654	0%	0%
Simon Avenue Improvements	-	707,991	707,991	707,991	0%	0%
San Antonio St Rehabilitation Phase 3 CNB	89,429	499,315	409,886	1,722,054	18%	0%
San Antonio Street Phase 4 CNB W	-	127,763	127,763	1,648,798	0%	0%
Senate Bill 3 EPP Generators Phase 2	-	279,468	279,468	4,063,289	0%	10%
Solms Road Relocations CNB	-	97,422	97,422	1,052,939	0%	0%
Hueco Springs SWTP 2	-	218,786	218,786	1,650,378	0%	0%
Union Avenue Water Replacement CNB	-	1,228,627	1,228,627	1,228,627	0%	0%
Well 6 Site Improvements	-	400,832	400,832	4,294,853	0%	0%
Water Infrastructure Replacement	-	273,400	273,400	2,204,216	0%	0%
<b>Total Budgeted Projects</b>	<b>\$ 6,425,583</b>	<b>\$ 46,710,657</b>	<b>\$ 40,285,074</b>	<b>\$ 345,070,289</b>	<b>14%</b>	
<b>Unbudgeted Projects:</b>						
I-35 Water Line (Downtown)	\$ 10,832	\$ -	\$ (10,832)	\$ 11,218,692		95%
GBRA Interconnect Metering Station	13,500	2,814	(10,686)	1,732,520		99%
Well 4 to Grandview Pump Station & Discharge Line Upgrades	7,361	-	(7,361)	9,666,252		100%
<b>Total Unbudgeted Projects</b>	<b>\$ 31,693</b>	<b>\$ 2,814</b>	<b>\$ (28,879)</b>	<b>\$ 22,617,464</b>		
<b>TOTAL</b>	<b>\$ 6,457,276</b>	<b>\$ 46,713,471</b>	<b>\$ 40,256,195</b>	<b>\$ 367,687,753</b>	<b>14%</b>	



**Wastewater Line of Business  
FY 2025 Capital Expenditure Summary  
As of Oct 31, 2024**

25% of Year Completed

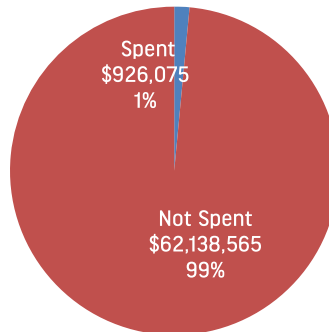
Project	<sup>1</sup> Total Spent YTD	<sup>2</sup> FY25 Project Budget	FY25 Budget Remaining	Project Life Total Budget	<sup>(1)(2)</sup> % Spent YTD	% Physical Completion
<b>Budgeted Projects:</b>						
System Extensions	\$ 188,655	\$ 205,479	\$ 16,824	\$ 205,479	92%	79%
Aging System Replacements	565,710	940,815	375,105	940,815	60%	14%
Wastewater Technology Upgrades	-	104,011	104,011	104,011	0%	1%
Manhole Rehabilitation	897	859,806	858,909	859,806	0%	48%
South Kuehler Interceptor Phase 1	22,920	168,096	145,176	11,545,878	14%	20%
Gruene Rd Sewer Main Rehabilitation/Relocation	5,424	1,269,663	1,264,239	4,429,206	0%	9%
Infrastructure Replacement Package 1-WW	788,392	1,214,821	426,429	1,349,555	65%	20%
Infrastructure Replacement Package 2-WW	-	80,513	80,513	1,819,662	0%	10%
Infrastructure Replacement Package 3-WW	-	152,075	152,075	1,766,431	0%	10%
McKenzie WRF Expansion	4,270,197	33,397,956	29,127,759	81,744,108	13%	37%
Solms Lift Station Expansion	439,419	406,813	(32,606)	2,033,534	108%	83%
I-35 Interceptor Upgrade	83,333	1,825,571	1,742,238	17,622,616	5%	8%
Kuehler WRF Access Road-Courtyard Dr	5,408	163,226	157,818	2,162,923	3%	18%
McKenzie Interceptor Upgrade	51,689	12,651,763	12,600,074	48,567,847	0%	4%
Kuehler WRF Rehabilitation	269,048	912,059	643,011	48,501,897	29%	3%
Sewer Infrastructure Replacement Package 2	39,812	4,129,702	4,089,890	9,144,824	1%	9%
Saengerhalle North Interceptor	11,846	136,054	124,208	6,026,601	9%	14%
Goodwin/Conrads Adjustments (CNB)-WW	-	492,794	492,794	884,674	0%	6%
North Kuehler Interceptor - Segment 3	11,651	431,759	420,108	10,649,997	3%	0%
Kuehler WRF Clarifier Rehabilitation	1,291,317	4,422,261	3,130,944	6,485,144	29%	53%
Dove Crossing Force Main	-	921,097	921,097	6,201,224	0%	1%
City Street Projects CNB	-	393,776	393,776	3,284,840	0%	0%
Coll Street Relocations CNB	30,823	107,534	76,711	968,243	29%	1%
Gruene Lift Station Expansion	-	472,501	472,501	2,382,361	0%	0%
NKI Odor Control Facility	34,587	579,309	544,722	579,309	6%	0%
Simon Avenue Improvements CNB	-	524,517	524,517	524,517	0%	0%
San Antonio St Rehabilitation Phase 3 CNB	82,017	452,363	370,346	1,638,667	18%	0%
San Antonio St Phase 4 CNB WW	-	125,373	125,373	1,625,372	0%	0%
Solms Road Relocations CNB	-	98,671	98,671	1,069,036	0%	0%
Wastewater Infrastructure Replacement	-	304,277	304,277	2,681,693	0%	0%
<b>Total Budgeted Projects</b>	<b>\$ 8,193,144</b>	<b>\$ 67,944,655</b>	<b>\$ 59,751,511</b>	<b>\$ 277,800,270</b>	<b>12%</b>	
<b>Unbudgeted Projects:</b>						
Gruene Rd Sewer Main Odor Control	43,506	-	(43,506)	362,506	0%	18%
Schmidt I-35 N Sewer Main Replacement	(241,155)	-	241,155	398,686	0%	97%
<b>Total Unbudgeted Projects</b>	<b>\$ (197,649)</b>	<b>\$ -</b>	<b>\$ 197,649</b>	<b>\$ 761,192</b>		
<b>TOTAL</b>	<b>\$ 7,995,495</b>	<b>\$ 67,944,655</b>	<b>\$ 59,949,160</b>	<b>\$ 278,561,462</b>	<b>12%</b>	



**Support Services Line of Business  
FY 2025 Capital Expenditure Summary  
As of Oct 31, 2024**

25% of Year Completed

Project	<sup>1</sup> Total Spent YTD	<sup>2</sup> FY25 Project Budget	FY25 Budget Remaining	Project Life Total Budget	<sup>(1)/(2)</sup> % Spent YTD	% Physical Completion
<b>Budgeted Projects:</b>						
Headwaters at the Comal	\$ 97,116	\$ 5,000,000	\$ 4,902,884	\$ 26,646,396	2%	60%
Personnel Workstations	-	30,000	30,000	30,000	0%	0%
NBU Headquarters, Maint & Support Facility	56,312	45,858,000	45,801,688	186,016,611	0%	10%
Backup Operations Center	8,118	3,437,640	3,429,522	8,902,316	0%	20%
Upgrade or Replace all NBU Radios	-	200,000	200,000	1,230,231	0%	10%
Data Center Relocation	-	350,000	350,000	700,000	0%	0%
Fiber Network Distribution Expansion	-	1,000,000	1,000,000	1,528,700	0%	10%
GIS Utility Network Migration	-	2,000,000	2,000,000	2,000,000	0%	15%
Water SCADA Replacement & Integration	-	800,000	800,000	1,984,920	0%	50%
Customer Bill Pay Portal	1,008	160,000	158,992	277,485	1%	0%
Future Facilities Rehab Projects	-	162,000	162,000	914,400	0%	0%
CIS Functionality Upgrade	-	50,000	50,000	50,000	0%	0%
Ipads for Cityworks Mobile & mcare	-	40,000	40,000	60,500	0%	30%
New Braunfels Police Department / Annex	694,919	615,000	(79,919)	1,189,894	113%	0%
RuggedCom Switch Replacement	34,156	200,000	165,844	400,000	17%	10%
Cyber Security Systems	33,800	125,000	91,200	625,000	27%	0%
EGM Line Sensor Pilot	-	50,000	50,000	50,000	0%	50%
Electric SCADA	-	75,000	75,000	75,000	0%	50%
Equipment Lifecycle Management	-	750,000	750,000	6,000,000	0%	50%
Emerging Technologies Data Strategy Initiatives	-	500,000	500,000	2,500,000	0%	0%
Milsoft Field Syte	-	50,000	50,000	50,000	0%	50%
Next Gen AI	-	250,000	250,000	1,250,000	0%	0%
GP Replacement	-	200,000	200,000	1,200,000	0%	0%
OT Cybersecurity	-	250,000	250,000	500,000	0%	0%
River Chase Fence	-	32,000	32,000	32,000	0%	0%
Security Department Enhancements	-	300,000	300,000	1,500,000	0%	0%
Settlement Software	-	500,000	500,000	500,000	0%	0%
Northstar Smart VX	-	80,000	80,000	80,000	0%	0%
<b>Total Budgeted Projects</b>	<b>\$ 925,430</b>	<b>\$ 63,064,640</b>	<b>\$ 62,139,210</b>	<b>\$ 246,293,454</b>	<b>1%</b>	
<b>Unbudgeted Projects:</b>						
Fleet AVL	\$ 543	\$ -	\$ (543)	\$ 6,452		0%
Smartsheet Control Center	\$ 102	\$ -	\$ (102)	\$ -		0%
<b>Total</b>	<b>\$ 645</b>	<b>\$ -</b>	<b>\$ (645)</b>	<b>\$ 6,452</b>		
<b>Total</b>	<b>\$ 926,075</b>	<b>\$ 63,064,640</b>	<b>\$ 62,138,565</b>	<b>\$ 246,299,906</b>	<b>1%</b>	



Electric Statistics are provided separately due to competitive matters.

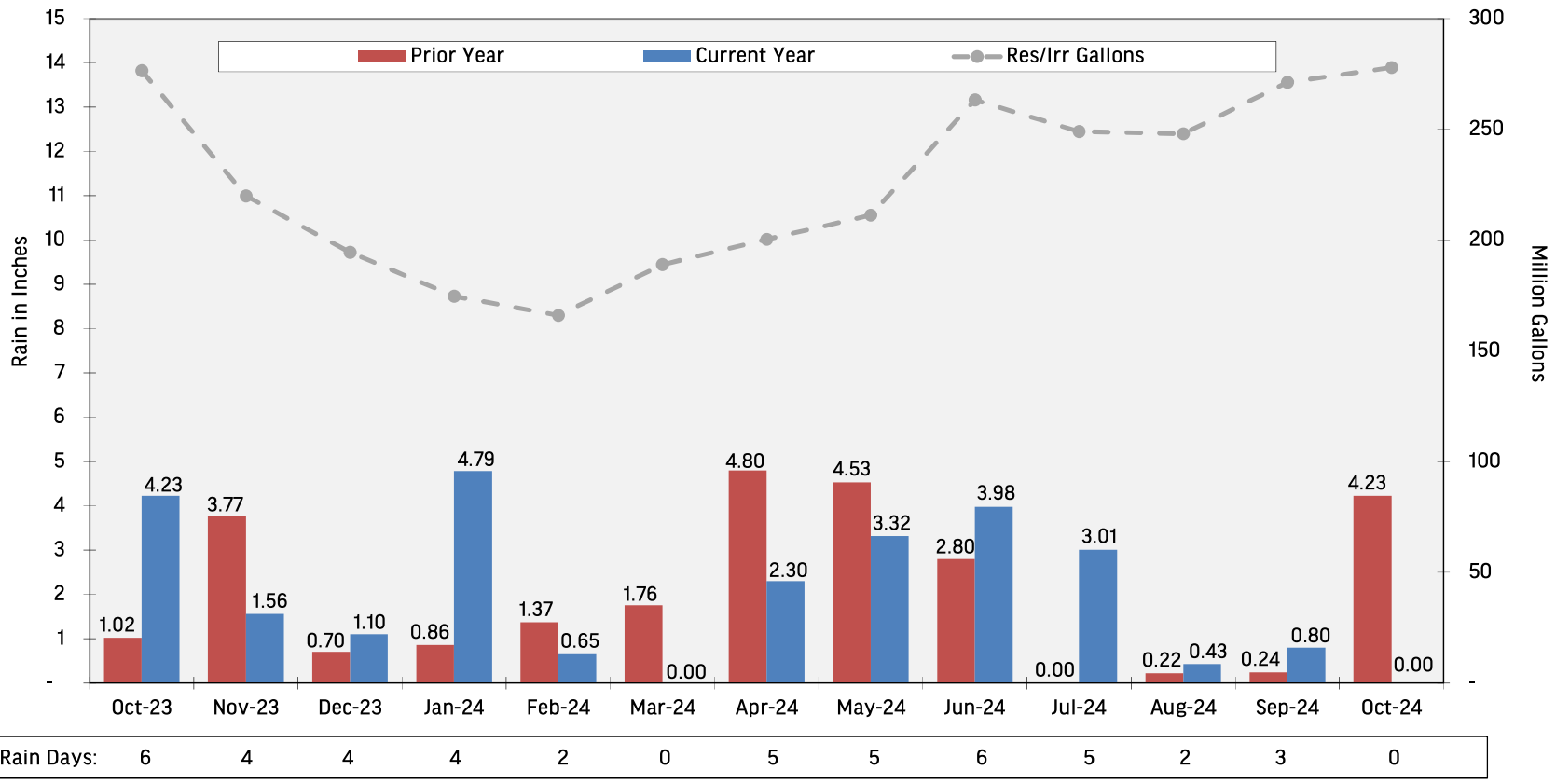
# WATER STATISTICS

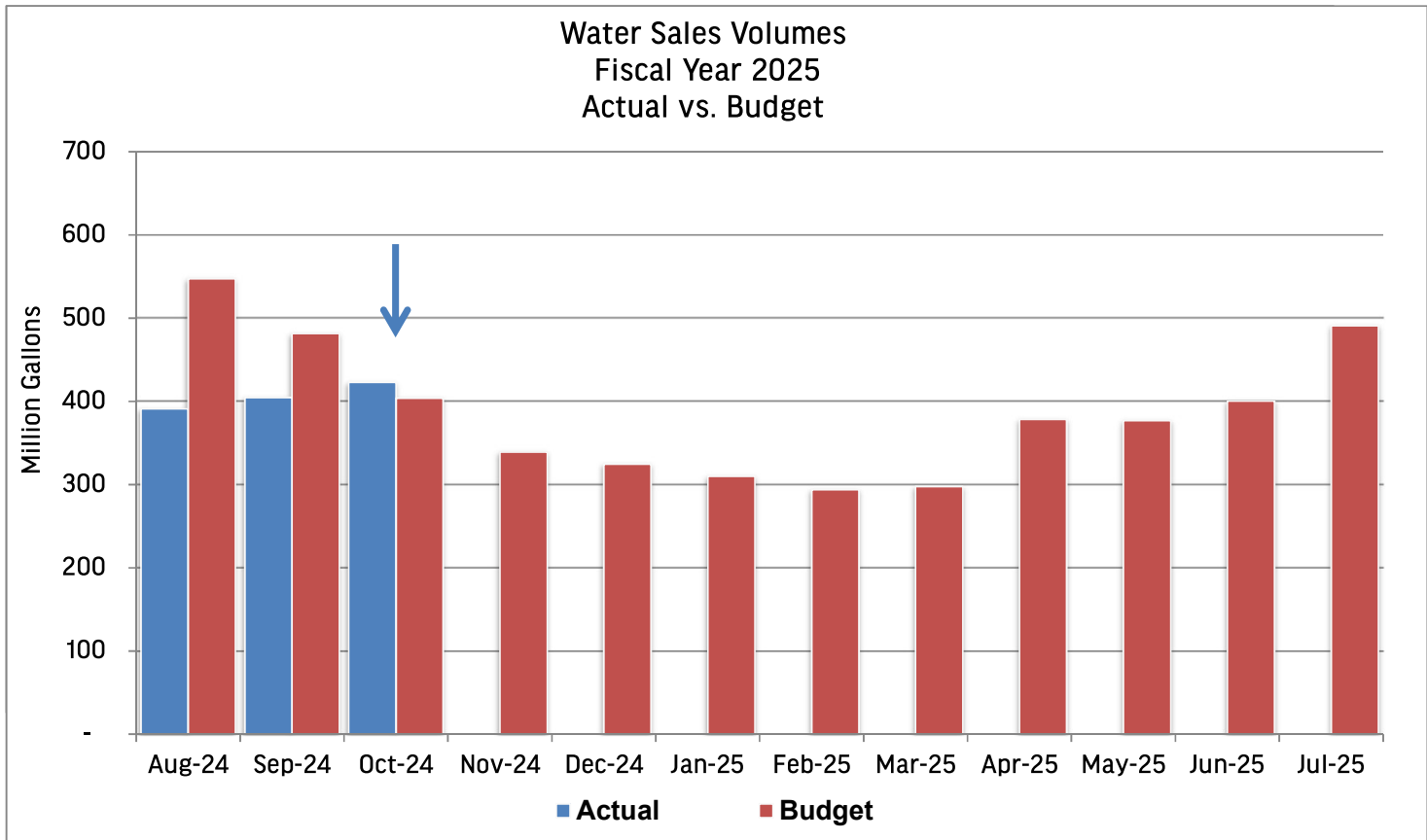


**NEW BRAUNFELS UTILITIES  
WATER STATISTICS  
HIGHLIGHTS OVERVIEW**

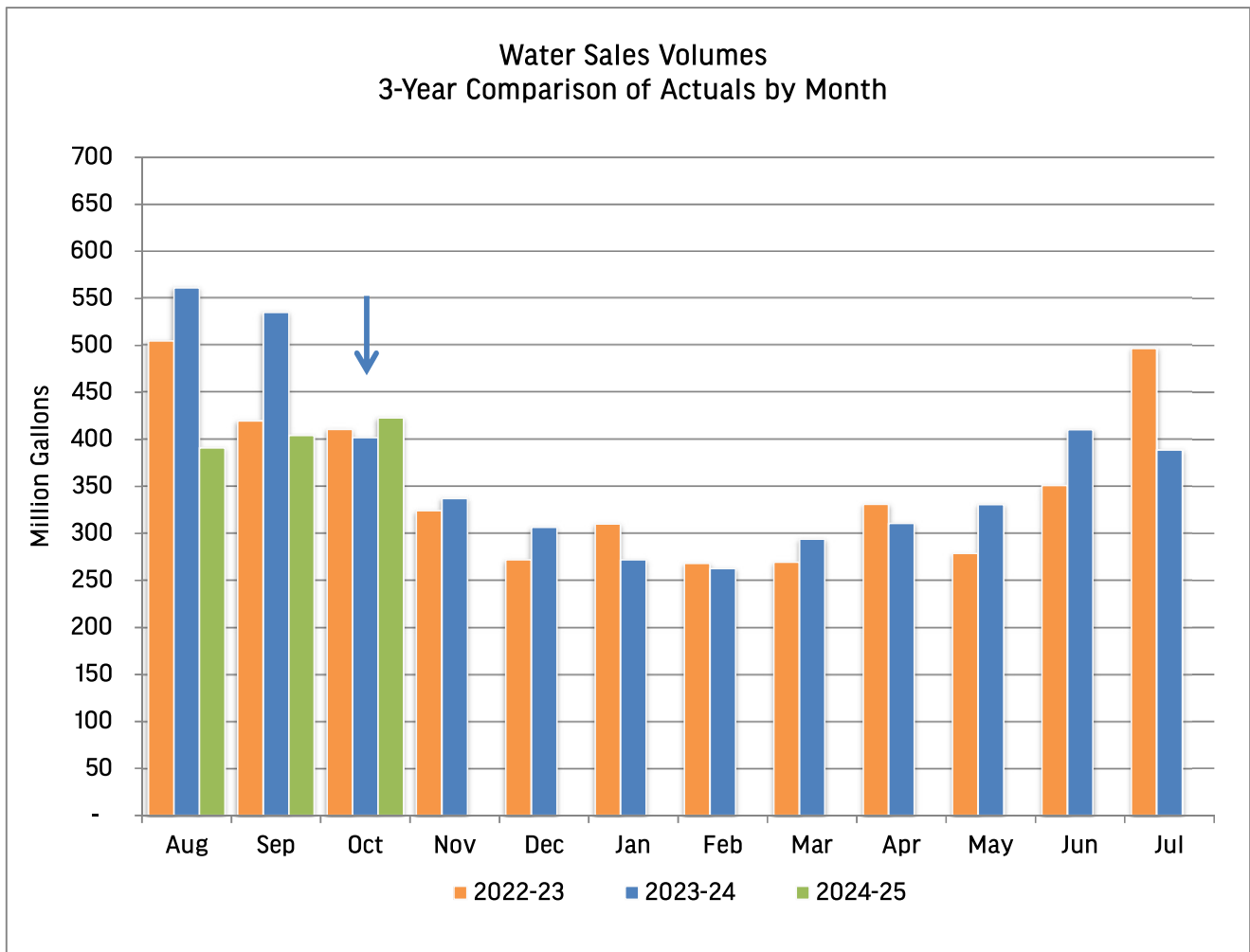
- October MTD rainfall was lower than the prior year rainfall, totaling 0.00 inches for the month. The October rainfall total of 0.00 inches was 3.50 inches lower than the historical average rainfall of 3.50 inches. For October 2024, there were zero rain days during the month compared to six rain day in 2023.
- October YTD rainfall totaled 1.23 inches compared to the prior year total of 4.69 inches, which is a decrease of 3.46 inches compared to prior year YTD. For YTD, there have been five rain days compared to eight rain days for prior year YTD.
- Average MTD consumption by residential water customer in October 2024 was 5,512 gallons compared to 5,704 gallons in October 2023, reflecting a 3.4% decrease.
- Actual YTD consumption by residential water customer through October 2024 was 16,162 gallons compared to 21,248 for YTD through October 2023, reflecting a decrease of 23.9%.
- Overall trend for fiscal year-to-date in total water sales volume is less than the sales volume over the same period for the previous year with the change being 279.8 million gallons, or 18.7% (1,218.4 million gallons for FY 2025 YTD vs. 1,498.2 million gallons for FY 2024 YTD).
- Actual total water sales volume for year-to-date FY 2025 is 1,218.4 million gallons, which is 214.4 million less than the budgeted amount of 1,432.8 million gallons for the same time period.
  - The following are major contributors, by rate classification, towards the 214.4 million gallons change from budget:
    - Residential – decrease of 150.7 million gallons (down 19.9% from budget)
    - Multi-Unit 2-4 - decrease of 1.3 million gallons (down 20.4% from budget)
    - Multi-Unit 5+ - increase of 6.8 million gallons (up 8.2% from budget)
    - Residential Irrigation – decrease of 94.6 million gallons (down 32.9% from budget)
    - Small General Services – increase of 20.1 million gallons (up 28.6% from budget)
    - Large General Services – decrease of 13.5 million gallons (down 10.0% from budget)
    - Other Sales – increase of 14.6 million gallons (up 138.4% from budget)
    - ReUse Water – increase of 3.8 million gallons (up 857.1% from budget)

Monthly Rain Data  
 Prior Year vs. Current Year  
 Rolling 13 Months



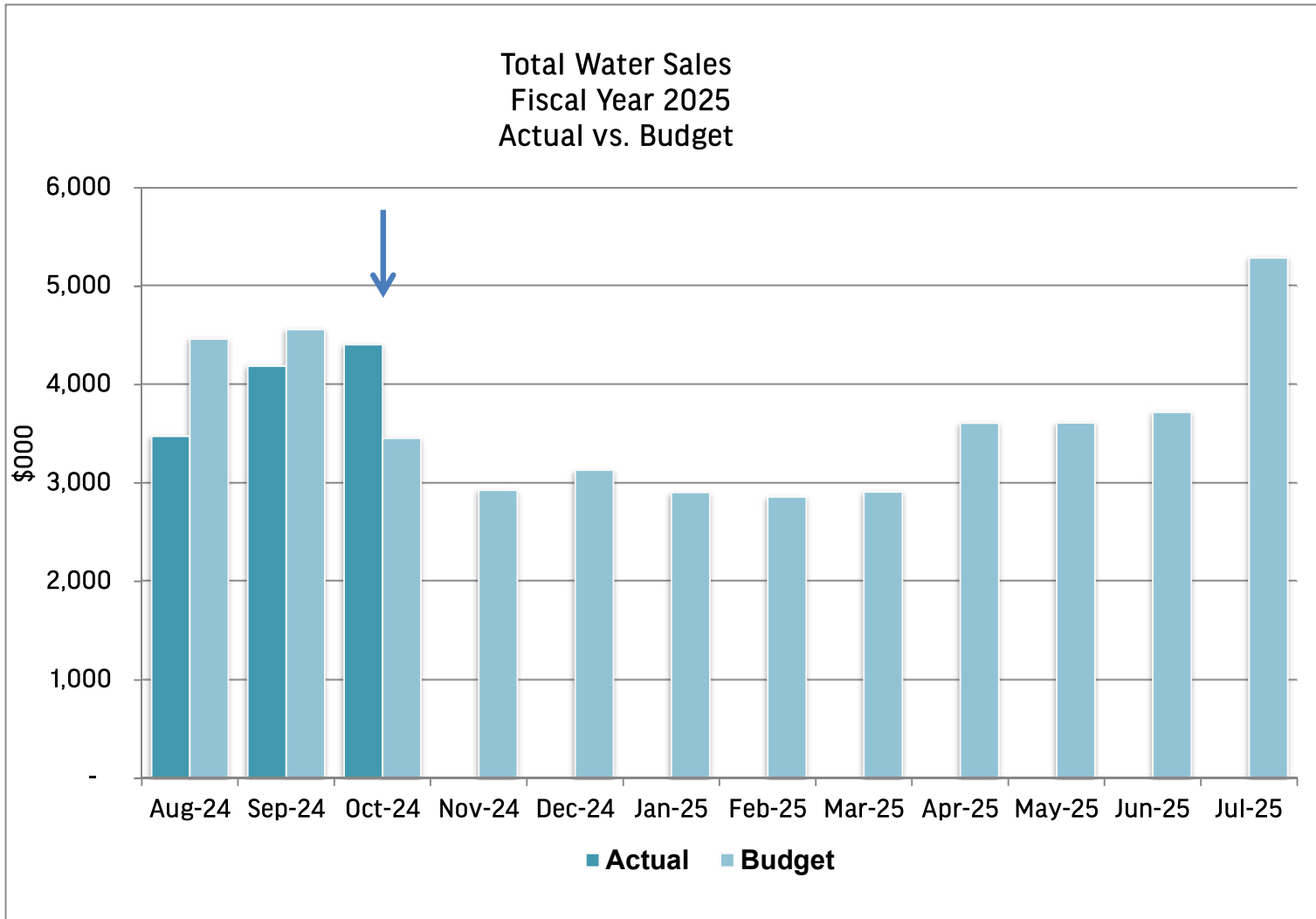


Month	Actual	Budget
Aug-24	391	547
Sep-24	404	482
Oct-24	423	404
Nov-24	-	339
Dec-24	-	325
Jan-25	-	310
Feb-25	-	294
Mar-25	-	298
Apr-25	-	378
May-25	-	377
Jun-25	-	400
Jul-25	-	491
<b>TOTAL</b>	<b>1,218</b>	<b>4,644</b>



Month	Water Sales Volumes (Million Gallons)		
	2022-23	2023-24	2024-25
Aug	505	561	391
Sep	420	535	404
Oct	411	402	423
Nov	324	337	-
Dec	272	306	-
Jan	310	272	-
Feb	268	263	-
Mar	269	294	-
Apr	331	311	-
May	279	331	-
Jun	351	410	-
Jul	497	389	-
<b>TOTAL</b>	<b>4,237</b>	<b>4,411</b>	<b>1,218</b>

Meter Count	FY 2023	% Change 2022-2023	FY 2024	% Change 2023-2024	FY 2025
Residential	35,058	2.76%	36,027	4.28%	37,569
Irrigation	13,518	6.69%	14,423	9.55%	15,801
Other	2,980	4.06%	3,101	2.23%	3,170
<b>TOTAL</b>	<b>51,556</b>	<b>3.87%</b>	<b>53,551</b>	<b>5.58%</b>	<b>56,540</b>



Month	Total Water Sales (\$000)	
	Actual	Budget
Aug-24	\$ 3,477	\$ 4,465
Sep-24	\$ 4,188	\$ 4,558
Oct-24	\$ 4,407	\$ 3,455
Nov-24	\$ -	\$ 2,927
Dec-24	\$ -	\$ 3,131
Jan-25	\$ -	\$ 2,903
Feb-25	\$ -	\$ 2,858
Mar-25	\$ -	\$ 2,910
Apr-25	\$ -	\$ 3,611
May-25	\$ -	\$ 3,612
Jun-25	\$ -	\$ 3,718
Jul-25	\$ -	\$ 5,287
<b>TOTAL</b>	<b>\$ 12,071</b>	<b>\$ 43,437</b>

# WATER SUPPLEMENTAL INFORMATION

**NEW BRAUNFELS UTILITIES**  
**Water Volume (Gallons)**  
**For Month Ending October 31, 2024**

DESCRIPTION	2024	2024	2024	FY 2025 YTD	
	AUG	SEP	OCT	ACT	AVG
<b>Residential</b>					
Actuals	192,108,425	205,543,129	207,065,331	604,716,885	201,572,295
Budget	291,271,306	247,900,466	216,223,789	755,395,561	251,798,520
Prior Year	286,378,437	269,971,015	205,507,686	761,857,138	253,952,379
<b>Multi-Unit 2-4</b>					
Actuals	1,670,719	1,676,809	1,899,216	5,246,744	1,748,915
Budget	2,399,281	2,273,504	1,917,365	6,590,151	2,196,717
Prior Year	2,241,863	2,314,345	1,899,923	6,456,131	2,152,044
<b>Multi-Unit 5+</b>					
Actuals	28,154,639	27,570,909	34,347,858	90,073,406	30,024,469
Budget	28,153,423	28,343,956	26,739,234	83,236,614	27,745,538
Prior Year	27,135,318	27,407,982	22,473,477	77,016,777	25,672,259
<b>Residential Irrigation</b>					
Actuals	55,966,659	65,719,450	70,875,949	192,562,058	64,187,353
Budget	113,192,169	99,533,902	74,445,398	287,171,469	95,723,823
Prior Year	99,066,089	94,465,846	70,964,442	264,496,377	88,165,459
<b>Commercial Irrigation</b>					
Actuals	26,389,798	28,723,908	29,793,867	84,907,573	28,302,524
Budget	30,527,603	30,879,044	22,993,554	84,400,202	28,133,401
Prior Year	39,196,600	41,949,117	32,913,746	114,059,463	38,019,821
<b>SGS</b>					
Actuals	30,873,784	30,151,514	29,262,346	90,287,644	30,095,881
Budget	25,268,650	23,898,240	21,036,055	70,202,945	23,400,982
Prior Year	88,144,880	36,085,131	31,847,997	156,078,008	52,026,003
<b>LGS</b>					
Actuals	47,717,660	39,542,643	34,050,545	121,310,848	40,436,949
Budget	51,137,660	44,700,916	38,954,200	134,792,777	44,930,926
Prior Year	-	48,367,404	27,029,314	75,396,718	25,132,239
<b>Other Sales</b>					
Actuals	8,156,536	5,168,502	11,806,035	25,131,073	8,377,024
Budget	4,843,538	4,354,736	1,341,836	10,540,109	3,513,370
Prior Year	14,773,264	12,569,962	7,367,839	34,711,065	11,570,355
<b>ReUse Water</b>					
Actuals	31	305,818	3,889,988	4,195,837	1,398,612
Budget	613,050	(292,400)	117,738	438,388	146,129
Prior Year	4,312,900	1,955,900	1,821,400	8,090,200	2,696,733
<b>Total Sales</b>					
Actuals	391,038,251	404,402,682	422,991,135	1,218,432,068	406,144,023
Budget	547,406,680	481,592,365	403,769,170	1,432,768,215	477,589,405
Prior Year	561,249,351	535,086,702	401,825,824	1,498,161,877	499,387,292

**NEW BRAUNFELS UTILITIES**  
**Water Volume (Gallons) Variance**  
**For Month Ending October 31, 2024**

DESCRIPTION	2024	2024	2024	FY 2025 YTD	
	AUG	SEP	OCT	ACT	AVG
<b>Residential</b>					
Actuals	192,108,425	205,543,129	207,065,331	604,716,885	201,572,295
Actual vs Budget	(99,162,881)	(42,357,337)	(9,158,458)	(150,678,676)	(50,226,225)
Actual vs Prior Year	(94,270,012)	(64,427,886)	1,557,645	(157,140,253)	(52,380,084)
<b>Multi-Unit 2-4</b>					
Actuals	1,670,719	1,676,809	1,899,216	5,246,744	1,748,915
Actual vs Budget	(728,562)	(596,695)	(18,149)	(1,343,407)	(447,802)
Actual vs Prior Year	(571,144)	(637,536)	(707)	(1,209,387)	(403,129)
<b>Multi-Unit 5+</b>					
Actuals	28,154,639	27,570,909	34,347,858	90,073,406	30,024,469
Actual vs Budget	1,216	(773,047)	7,608,624	6,836,792	2,278,931
Actual vs Prior Year	1,019,321	162,927	11,874,381	13,056,629	4,352,210
<b>Residential Irrigation</b>					
Actuals	55,966,659	65,719,450	70,875,949	192,562,058	64,187,353
Actual vs Budget	(57,225,510)	(33,814,452)	(3,569,449)	(94,609,411)	(31,536,470)
Actual vs Prior Year	(43,099,430)	(28,746,396)	(88,493)	(71,934,319)	(23,978,106)
<b>Commercial Irrigation</b>					
Actuals	26,389,798	28,723,908	29,793,867	84,907,573	28,302,524
Actual vs Budget	(4,137,805)	(2,155,136)	6,800,313	507,371	169,124
Actual vs Prior Year	(12,806,802)	(13,225,209)	(3,119,879)	(29,151,890)	(9,717,297)
<b>SGS</b>					
Actuals	30,873,784	30,151,514	29,262,346	90,287,644	30,095,881
Actual vs Budget	5,605,134	6,253,274	8,226,291	20,084,699	6,694,900
Actual vs Prior Year	(57,271,096)	(5,933,617)	(2,585,651)	(65,790,364)	(21,930,121)
<b>LGS</b>					
Actuals	47,717,660	39,542,643	34,050,545	121,310,848	40,436,949
Actual vs Budget	(3,420,000)	(5,158,273)	(4,903,655)	(13,481,929)	(4,493,976)
Actual vs Prior Year	47,717,660	(8,824,761)	7,021,231	45,914,130	15,304,710
<b>Other Sales</b>					
Actuals	8,156,536	5,168,502	11,806,035	25,131,073	8,377,024
Actual vs Budget	3,312,998	813,766	10,464,199	14,590,964	4,863,655
Actual vs Prior Year	(6,616,728)	(7,401,460)	4,438,196	(9,579,992)	(3,193,331)
<b>ReUse Water</b>					
Actuals	31	305,818	3,889,988	4,195,837	1,398,612
Actual vs Budget	(613,019)	598,218	3,772,250	3,757,449	1,252,483
Actual vs Prior Year	(4,312,869)	(1,650,082)	2,068,588	(3,894,363)	(1,298,121)
<b>Total Sales</b>					
Actuals	391,038,251	404,402,682	422,991,135	1,218,432,068	406,144,023
Actual vs Budget	(156,368,429)	(77,189,683)	19,221,965	(214,336,147)	(71,445,382)
Actual vs Prior Year	(170,211,100)	(130,684,020)	21,165,311	(279,729,809)	(93,243,270)



**NEW BRAUNFELS UTILITIES**  
**Water Revenue**  
**For Month Ending October 31, 2024**

DESCRIPTION	2024	2024	2024	FY 2025 YTD	
	AUG	SEP	OCT	ACT	AVG
<b>Residential</b>					
Actuals	\$ 1,356,816	\$ 1,802,196	\$ 1,856,391	\$ 5,015,403	\$ 1,671,801
Budget	\$ 1,672,787	\$ 1,747,674	\$ 1,395,810	\$ 4,816,272	\$ 1,605,424
Prior Year	\$ 1,827,272	\$ 2,392,640	\$ 1,747,250	\$ 5,967,162	\$ 1,989,054
<b>Multi-Unit 2-4</b>					
Actuals	\$ 17,710	\$ 18,734	\$ 20,131	\$ 56,575	\$ 18,858
Budget	\$ 21,618	\$ 23,850	\$ 19,868	\$ 65,336	\$ 21,779
Prior Year	\$ 19,957	\$ 20,786	\$ 18,489	\$ 59,233	\$ 19,744
<b>Multi-Unit 5+</b>					
Actuals	\$ 285,155	\$ 304,890	\$ 333,706	\$ 923,751	\$ 307,917
Budget	\$ 283,223	\$ 295,768	\$ 293,848	\$ 872,839	\$ 290,946
Prior Year	\$ 260,228	\$ 257,270	\$ 230,761	\$ 748,258	\$ 249,419
<b>Residential Irrigation</b>					
Actuals	\$ 755,605	\$ 932,040	\$ 993,138	\$ 2,680,783	\$ 893,594
Budget	\$ 1,393,278	\$ 1,369,057	\$ 931,965	\$ 3,694,299	\$ 1,231,433
Prior Year	\$ 1,117,789	\$ 1,105,950	\$ 869,979	\$ 3,093,718	\$ 1,031,239
<b>Commercial Irrigation</b>					
Actuals	\$ 337,179	\$ 423,268	\$ 438,365	\$ 1,198,812	\$ 399,604
Budget	\$ 388,614	\$ 429,953	\$ 284,545	\$ 1,103,112	\$ 367,704
Prior Year	\$ 477,522	\$ 504,909	\$ 398,908	\$ 1,381,339	\$ 460,446
<b>SGS</b>					
Actuals	\$ 293,265	\$ 324,047	\$ 312,548	\$ 929,860	\$ 309,953
Budget	\$ 347,774	\$ 302,604	\$ 221,694	\$ 872,071	\$ 290,690
Prior Year	\$ 765,231	\$ 343,842	\$ 309,028	\$ 1,418,101	\$ 472,700
<b>LGS</b>					
Actuals	\$ 317,115	\$ 292,964	\$ 262,253	\$ 872,332	\$ 290,777
Budget	\$ 290,436	\$ 325,951	\$ 289,257	\$ 905,644	\$ 301,881
Prior Year	\$ -	\$ 288,946	\$ 208,593	\$ 497,539	\$ 165,846
<b>Other Sales</b>					
Actuals	\$ 113,708	\$ 87,073	\$ 155,394	\$ 356,176	\$ 118,725
Budget	\$ 64,305	\$ 64,501	\$ 17,226	\$ 146,033	\$ 48,678
Prior Year	\$ 179,419	\$ 155,792	\$ 105,303	\$ 440,514	\$ 146,838
<b>ReUse Water</b>					
Actuals	\$ 57	\$ 2,517	\$ 34,775	\$ 37,349	\$ 12,450
Budget	\$ 2,984	\$ (1,250)	\$ 606	\$ 2,340	\$ 780
Prior Year	\$ 12,545	\$ 173	\$ 165	\$ 12,882	\$ 4,294
<b>Total Sales</b>					
Actuals	\$ 3,476,609	\$ 4,187,731	\$ 4,406,700	\$ 12,071,040	\$ 4,023,680
Budget	\$ 4,465,019	\$ 4,558,109	\$ 3,454,819	\$ 12,477,948	\$ 4,159,316
Prior Year	\$ 4,659,963	\$ 5,070,307	\$ 3,888,476	\$ 13,618,746	\$ 4,539,582

**NEW BRAUNFELS UTILITIES**  
**Water Revenue Variance**  
**For Month Ending October 31, 2024**

DESCRIPTION	2024	2024	2024	FY 2025 YTD	
	AUG	SEP	OCT	ACT	AVG
<b>Residential</b>					
Actuals	\$ 1,356,816	\$ 1,802,196	\$ 1,856,391	\$ 5,015,403	\$ 1,671,801
Actual vs Budget	\$ (315,972)	\$ 54,522	\$ 460,581	\$ 199,131	\$ 66,377
Actual vs Prior Year	\$ (470,456)	\$ (590,444)	\$ 109,141	\$ (951,759)	\$ (317,253)
<b>Multi-Unit 2-4</b>					
Actuals	\$ 17,710	\$ 18,734	\$ 20,131	\$ 56,575	\$ 18,858
Actual vs Budget	\$ (3,908)	\$ (5,116)	\$ 262	\$ (8,762)	\$ (2,921)
Actual vs Prior Year	\$ (2,247)	\$ (2,052)	\$ 1,641	\$ (2,658)	\$ (886)
<b>Multi-Unit 5+</b>					
Actuals	\$ 285,155	\$ 304,890	\$ 333,706	\$ 923,751	\$ 307,917
Actual vs Budget	\$ 1,932	\$ 9,122	\$ 39,858	\$ 50,911	\$ 16,970
Actual vs Prior Year	\$ 24,926	\$ 47,621	\$ 102,945	\$ 175,492	\$ 58,497
<b>Residential Irrigation</b>					
Actuals	\$ 755,605	\$ 932,040	\$ 993,138	\$ 2,680,783	\$ 893,594
Actual vs Budget	\$ (637,673)	\$ (437,016)	\$ 61,173	\$ (1,013,516)	\$ (337,839)
Actual vs Prior Year	\$ (362,184)	\$ (173,910)	\$ 123,158	\$ (412,935)	\$ (137,645)
<b>Commercial Irrigation</b>					
Actuals	\$ 337,179	\$ 423,268	\$ 438,365	\$ 1,198,812	\$ 399,604
Actual vs Budget	\$ (51,435)	\$ (6,685)	\$ 153,820	\$ 95,700	\$ 31,900
Actual vs Prior Year	\$ (140,343)	\$ (81,640)	\$ 39,456	\$ (182,527)	\$ (60,842)
<b>SGS</b>					
Actuals	\$ 293,265	\$ 324,047	\$ 312,548	\$ 929,860	\$ 309,953
Actual vs Budget	\$ (54,509)	\$ 21,443	\$ 90,854	\$ 57,788	\$ 19,263
Actual vs Prior Year	\$ (471,966)	\$ (19,795)	\$ 3,520	\$ (488,241)	\$ (162,747)
<b>LGS</b>					
Actuals	\$ 317,115	\$ 292,964	\$ 262,253	\$ 872,332	\$ 290,777
Actual vs Budget	\$ 26,679	\$ (32,987)	\$ (27,004)	\$ (33,312)	\$ (11,104)
Actual vs Prior Year	\$ 317,115	\$ 4,019	\$ 53,660	\$ 374,793	\$ 124,931
<b>Other Sales</b>					
Actuals	\$ 113,708	\$ 87,073	\$ 155,394	\$ 356,176	\$ 118,725
Actual vs Budget	\$ 49,403	\$ 22,572	\$ 138,168	\$ 210,143	\$ 70,048
Actual vs Prior Year	\$ (65,711)	\$ (68,719)	\$ 50,092	\$ (84,338)	\$ (28,113)
<b>ReUse Water</b>					
Actuals	\$ 57	\$ 2,517	\$ 34,775	\$ 37,349	\$ 12,450
Actual vs Budget	\$ (2,927)	\$ 3,767	\$ 34,169	\$ 35,009	\$ 11,670
Actual vs Prior Year	\$ (12,488)	\$ 2,345	\$ 34,610	\$ 24,467	\$ 8,156
<b>Total Sales</b>					
Actuals	\$ 3,476,609	\$ 4,187,731	\$ 4,406,700	\$ 12,071,040	\$ 4,023,680
Actual vs Budget	\$ (988,411)	\$ (370,378)	\$ 951,881	\$ (406,908)	\$ (135,636)
Actual vs Prior Year	\$ (1,183,354)	\$ (882,576)	\$ 518,224	\$ (1,547,707)	\$ (515,902)

**NEW BRAUNFELS UTILITIES**  
**Water Meters**  
**For Month Ending October 31, 2024**

DESCRIPTION	2024	2024	2024	FY 2025 YTD
	AUG	SEP	OCT	AVG
<b>Residential</b>				
Actuals	37,250	37,416	37,569	37,412
Budget	37,178	37,313	37,447	37,313
Prior Year	35,651	35,942	36,027	35,873
<b>Multi-Unit 2-4</b>				
Actuals	220	220	219	220
Budget	234	234	234	234
Prior Year	208	221	225	218
<b>Multi-Unit 5+</b>				
Actuals	286	297	312	298
Budget	289	289	290	289
Prior Year	262	269	270	267
<b>Residential Irrigation</b>				
Actuals	14,693	14,817	14,918	14,809
Budget	14,645	14,786	14,926	14,786
Prior Year	13,351	13,533	13,592	13,492
<b>Commercial Irrigation</b>				
Actuals	873	882	883	879
Budget	825	828	830	828
Prior Year	884	830	831	848
<b>SGS</b>				
Actuals	2,287	2,298	2,303	2,296
Budget	2,080	2,082	2,084	2,082
Prior Year	2,412	2,282	2,276	2,323
<b>LGS</b>				
Actuals	234	235	234	234
Budget	133	134	134	134
Prior Year	-	198	213	137
<b>Other Sales</b>				
Actuals	95	99	101	98
Budget	92	92	93	92
Prior Year	109	111	116	112
<b>ReUse Water</b>				
Actuals	1	1	1	1
Budget	1	1	1	1
Prior Year	1	1	1	1
<b>Total Meters</b>				
Actuals	55,939	56,265	56,540	56,248
Budget	55,478	55,758	56,039	55,758
Prior Year	52,878	53,387	53,551	53,272

New Meters	(2)	326	275	200
------------	-----	-----	-----	-----

New Meter Growth	0.0%	0.6%	0.5%	0.4%
------------------	------	------	------	------

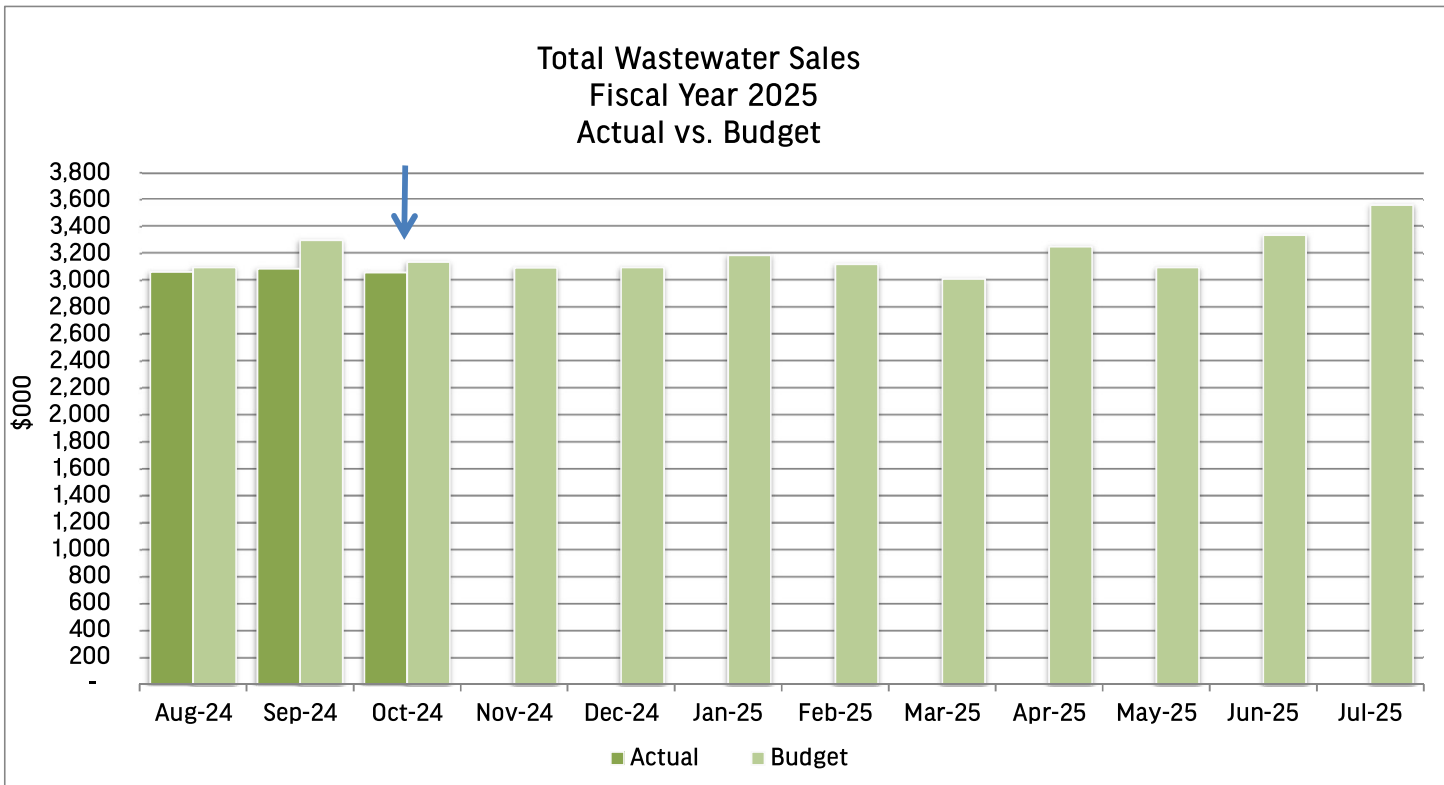
**NEW BRAUNFELS UTILITIES**  
**Water Volume per Meter (Gallons)**  
**For Month Ending October 31, 2024**

DESCRIPTION	2024 AUG	2024 SEP	2024 OCT	FY 2025 YTD	
				ACT	AVG
<b>Residential</b>					
Actuals	5,157	5,493	5,512	16,162	5,387
Budget	7,834	6,644	5,774	20,252	6,751
Prior Year	8,033	7,511	5,704	21,248	7,083
<b>Multi-Unit 2-4</b>					
Actuals	7,594	7,622	8,672	23,888	7,963
Budget	10,258	9,714	8,187	28,160	9,387
Prior Year	10,778	10,472	8,444	29,694	9,898
<b>Multi-Unit 5+</b>					
Actuals	98,443	92,831	110,089	301,363	100,454
Budget	97,504	97,976	92,253	287,734	95,911
Prior Year	103,570	101,888	83,235	288,693	96,231
<b>Residential Irrigation</b>					
Actuals	3,809	4,435	4,751	12,996	4,332
Budget	7,729	6,732	4,988	19,448	6,483
Prior Year	7,420	6,980	5,221	19,622	6,541
<b>Commercial Irrigation</b>					
Actuals	30,229	32,567	33,742	96,537	32,179
Budget	36,995	37,302	27,689	101,986	33,995
Prior Year	44,340	50,541	39,607	134,489	44,830
<b>SGS</b>					
Actuals	13,500	13,121	12,706	39,327	13,109
Budget	12,146	11,480	10,094	33,720	11,240
Prior Year	36,544	15,813	13,993	66,350	22,117
<b>LGS</b>					
Actuals	203,922	168,267	145,515	517,703	172,568
Budget	384,494	333,589	290,703	1,008,786	336,262
Prior Year	-	-	-	-	-
<b>Other Sales</b>					
Actuals	85,858	52,207	116,891	254,957	84,986
Budget	52,714	47,203	14,487	114,404	38,135
Prior Year	135,535	113,243	63,516	312,293	104,098
<b>ReUse Water</b>					
Actuals	31	305,818	3,889,988	4,195,837	1,398,612
Budget	613,050	(292,400)	117,738	438,388	146,129
Prior Year	4,312,900	1,955,900	1,821,400	8,090,200	2,696,733

**NEW BRAUNFELS UTILITIES**  
**Water Rates (per Gallon)**  
**For Month Ending October 31, 2024**

DESCRIPTION	2024	2024	2024	FY 2025 YTD
	AUG	SEP	OCT	AVG
<b>Residential</b>				
Actuals	\$ 0.0071	\$ 0.0088	\$ 0.0090	\$ 0.0083
Budget	\$ 0.0057	\$ 0.0070	\$ 0.0065	\$ 0.0064
Prior Year	\$ 0.0064	\$ 0.0089	\$ 0.0085	\$ 0.0079
<b>Multi-Unit 2-4</b>				
Actuals	\$ 0.0106	\$ 0.0112	\$ 0.0106	\$ 0.0108
Budget	\$ 0.0090	\$ 0.0105	\$ 0.0104	\$ 0.0100
Prior Year	\$ 0.0089	\$ 0.0090	\$ 0.0097	\$ 0.0092
<b>Multi-Unit 5+</b>				
Actuals	\$ 0.0101	\$ 0.0111	\$ 0.0097	\$ 0.0103
Budget	\$ 0.0101	\$ 0.0104	\$ 0.0110	\$ 0.0105
Prior Year	\$ 0.0096	\$ 0.0094	\$ 0.0103	\$ 0.0097
<b>Residential Irrigation</b>				
Actuals	\$ 0.0135	\$ 0.0142	\$ 0.0140	\$ 0.0139
Budget	\$ 0.0123	\$ 0.0138	\$ 0.0125	\$ 0.0129
Prior Year	\$ 0.0113	\$ 0.0117	\$ 0.0123	\$ 0.0118
<b>Commercial Irrigation</b>				
Actuals	\$ 0.0128	\$ 0.0147	\$ 0.0147	\$ 0.0141
Budget	\$ 0.0127	\$ 0.0139	\$ 0.0124	\$ 0.0130
Prior Year	\$ 0.0122	\$ 0.0120	\$ 0.0121	\$ 0.0121
<b>SGS</b>				
Actuals	\$ 0.0095	\$ 0.0107	\$ 0.0107	\$ 0.0103
Budget	\$ 0.0138	\$ 0.0127	\$ 0.0105	\$ 0.0123
Prior Year	\$ 0.0087	\$ 0.0095	\$ 0.0097	\$ 0.0093
<b>LGS</b>				
Actuals	\$ 0.0066	\$ 0.0074	\$ 0.0077	\$ 0.0073
Budget	\$ 0.0057	\$ 0.0073	\$ 0.0074	\$ 0.0068
Prior Year	\$ -	\$ -	\$ -	\$ -
<b>Other Sales</b>				
Actuals	\$ 0.0139	\$ 0.0168	\$ 0.0132	\$ 0.0146
Budget	\$ 0.0133	\$ 0.0148	\$ 0.0128	\$ 0.0136
Prior Year	\$ 0.0121	\$ 0.0124	\$ 0.0143	\$ 0.0129
<b>ReUse Water</b>				
Actuals	\$ 1.8242	\$ 0.0082	\$ 0.0089	\$ 0.6138
Budget	\$ 0.0049	\$ 0.0043	\$ 0.0051	\$ 0.0048
Prior Year	\$ 0.0029	\$ 0.0001	\$ 0.0001	\$ 0.0010

# WASTEWATER STATISTICS



Month	Total Wastewater Sales (\$000)	
	Actual	Budget
Aug-24	\$ 3,067	\$ 3,098
Sep-24	\$ 3,089	\$ 3,302
Oct-24	\$ 3,062	\$ 3,137
Nov-24	\$ -	\$ 3,097
Dec-24	\$ -	\$ 3,098
Jan-25	\$ -	\$ 3,190
Feb-25	\$ -	\$ 3,123
Mar-25	\$ -	\$ 3,013
Apr-25	\$ -	\$ 3,252
May-25	\$ -	\$ 3,098
Jun-25	\$ -	\$ 3,339
Jul-25	\$ -	\$ 3,565
<b>TOTAL</b>	<b>\$ 9,218</b>	<b>\$ 38,313</b>

Customer Count	FY 2023	% Change 2022-2023	FY 2024	% Change 2023-2024	FY 2025
Residential	31,602	3.03%	32,558	4.65%	34,073
Other	2,564	2.46%	2,627	2.82%	2,701
<b>TOTAL</b>	<b>34,166</b>	<b>2.98%</b>	<b>35,185</b>	<b>4.52%</b>	<b>36,774</b>

# WASTEWATER SUPPLEMENTAL INFORMATION



**NEW BRAUNFELS UTILITIES**  
**Wastewater Revenue**  
**For Month Ending October 31, 2024**

DESCRIPTION	2024	2024	2024	FY 2025 YTD	
	AUG	SEP	OCT	ACT	AVG
<b>Residential</b>					
Actuals	\$ 1,856,484	\$ 1,956,314	\$ 1,922,362	\$ 5,735,160	\$ 1,911,720
Budget	\$ 1,781,520	\$ 1,956,385	\$ 1,891,737	\$ 5,629,642	\$ 1,876,547
Prior Year	\$ 1,620,385	\$ 1,780,256	\$ 1,690,795	\$ 5,091,436	\$ 1,697,145
<b>Multi-Unit 2-4</b>					
Actuals	\$ 16,214	\$ 16,604	\$ 16,267	\$ 49,085	\$ 16,362
Budget	\$ 16,106	\$ 17,441	\$ 17,097	\$ 50,644	\$ 16,881
Prior Year	\$ 14,354	\$ 16,278	\$ 15,918	\$ 46,549	\$ 15,516
<b>Multi-Unit 5+</b>					
Actuals	\$ 359,519	\$ 366,806	\$ 406,821	\$ 1,133,146	\$ 377,715
Budget	\$ 393,126	\$ 417,412	\$ 388,736	\$ 1,199,274	\$ 399,758
Prior Year	\$ 362,783	\$ 369,364	\$ 327,198	\$ 1,059,346	\$ 353,115
<b>SGS</b>					
Actuals	\$ 833,399	\$ 747,585	\$ 714,808	\$ 2,295,793	\$ 765,264
Budget	\$ 905,202	\$ 909,308	\$ 838,181	\$ 2,652,692	\$ 884,231
Prior Year	\$ 897,364	\$ 818,036	\$ 720,079	\$ 2,435,479	\$ 811,826
<b>Schertz Sewer</b>					
Actuals	\$ 1,586	\$ 1,575	\$ 1,547	\$ 4,708	\$ 1,569
Budget	\$ 1,670	\$ 1,638	\$ 1,570	\$ 4,878	\$ 1,626
Prior Year	\$ 1,307	\$ 1,320	\$ 1,296	\$ 3,923	\$ 1,308
<b>Total Sales</b>					
Actuals	\$ 3,067,203	\$ 3,088,884	\$ 3,061,806	\$ 9,217,892	\$ 3,072,631
Budget	\$ 3,097,625	\$ 3,302,184	\$ 3,137,320	\$ 9,537,130	\$ 3,179,043
Prior Year	\$ 2,896,192	\$ 2,985,254	\$ 2,755,286	\$ 8,636,733	\$ 2,878,911

**NEW BRAUNFELS UTILITIES**  
**Wastewater Revenue Variance**  
**For Month Ending October 31, 2024**

DESCRIPTION	2024	2024	2024	FY 2025 YTD	
	AUG	SEP	OCT	ACT	AVG
<b>Residential</b>					
Actuals	\$ 1,856,484	\$ 1,956,314	\$ 1,922,362	\$ 5,735,160	\$ 1,911,720
Actual vs Budget	\$ 74,964	\$ (71)	\$ 30,625	\$ 105,518	\$ 35,173
Actual vs Prior Year	\$ 236,099	\$ 176,058	\$ 231,567	\$ 643,725	\$ 214,575
<b>Multi-Unit 2-4</b>					
Actuals	\$ 16,214	\$ 16,604	\$ 16,267	\$ 49,085	\$ 16,362
Actual vs Budget	\$ 108	\$ (837)	\$ (830)	\$ (1,559)	\$ (520)
Actual vs Prior Year	\$ 1,861	\$ 326	\$ 349	\$ 2,536	\$ 845
<b>Multi-Unit 5+</b>					
Actuals	\$ 359,519	\$ 366,806	\$ 406,821	\$ 1,133,146	\$ 377,715
Actual vs Budget	\$ (33,607)	\$ (50,607)	\$ 18,086	\$ (66,128)	\$ (22,043)
Actual vs Prior Year	\$ (3,264)	\$ (2,558)	\$ 79,623	\$ 73,801	\$ 24,600
<b>SGS</b>					
Actuals	\$ 833,399	\$ 747,585	\$ 714,808	\$ 2,295,793	\$ 765,264
Actual vs Budget	\$ (71,802)	\$ (161,723)	\$ (123,373)	\$ (356,899)	\$ (118,966)
Actual vs Prior Year	\$ (63,965)	\$ (70,451)	\$ (5,271)	\$ (139,687)	\$ (46,562)
<b>Schertz Sewer</b>					
Actuals	\$ 1,586	\$ 1,575	\$ 1,547	\$ 4,708	\$ 1,569
Actual vs Budget	\$ (84)	\$ (63)	\$ (23)	\$ (170)	\$ (57)
Actual vs Prior Year	\$ 279	\$ 255	\$ 251	\$ 785	\$ 262
<b>Total Sales</b>					
Actuals	\$ 3,067,203	\$ 3,088,884	\$ 3,061,806	\$ 9,217,892	\$ 3,072,631
Actual vs Budget	\$ (30,422)	\$ (213,301)	\$ (75,515)	\$ (319,238)	\$ (106,413)
Actual vs Prior Year	\$ 171,011	\$ 103,630	\$ 306,519	\$ 581,160	\$ 193,720

**NEW BRAUNFELS UTILITIES**  
**Wastewater Usage (Gallons)**  
**For Month Ending October 31, 2024**

DESCRIPTION	2024 AUG	2024 SEP	2024 OCT	FY 2025 YTD	
				ACT	AVG
<b>Residential</b>					
Actuals	107,725,389	103,067,687	98,354,470	309,147,547	103,049,182
Prior Year	104,591,818	110,400,361	98,017,580	313,009,759	104,336,586
<b>Multi-Unit 2-4</b>					
Actuals	812,350	772,528	729,738	2,314,616	771,539
Prior Year	835,859	859,259	803,385	2,498,503	832,834
<b>Multi-Unit 5+</b>					
Actuals	24,068,802	23,716,877	26,822,264	74,607,943	24,869,314
Prior Year	26,464,494	26,498,569	21,294,621	74,257,684	24,752,561
<b>SGS</b>					
Actuals	135,445,189	120,298,662	112,932,883	368,676,734	122,892,245
Prior Year	147,287,980	131,416,134	111,637,606	390,341,721	130,113,907
<b>Schertz Sewer</b>					
Actuals	434,200	431,300	423,500	1,289,000	429,667
Prior Year	144,400	145,900	143,167	433,467	144,489
<b>Total Sales</b>					
Actuals	268,485,930	248,287,054	239,262,855	756,035,840	252,011,947
Prior Year	279,324,551	269,320,223	231,896,359	780,541,134	260,180,378

**NEW BRAUNFELS UTILITIES**  
**Wastewater Customers**  
**For Month Ending October 31, 2024**

DESCRIPTION	2024	2024	2024	FY 2025 YTD
	AUG	SEP	OCT	AVG
<b>Residential</b>				
Actuals	33,760	33,920	34,073	33,918
Budget	33,700	33,832	33,965	33,833
Prior Year	32,187	32,472	32,558	32,406
<b>Multi-Unit 2-4</b>				
Actuals	186	186	185	186
Budget	187	187	187	187
Prior Year	173	186	189	183
<b>Multi-Unit 5+</b>				
Actuals	280	291	306	292
Budget	271	271	272	271
Prior Year	261	268	269	266
<b>SGS</b>				
Actuals	2,196	2,207	2,209	2,204
Budget	2,202	2,205	2,207	2,205
Prior Year	2,158	2,167	2,168	2,164
<b>Schertz Sewer</b>				
Actuals	1	1	1	1
Budget	1	1	1	1
Prior Year	1	1	1	1
<b>Total Accounts</b>				
Actuals	36,423	36,605	36,774	36,601
Budget	36,361	36,497	36,633	36,497
Prior Year	34,780	35,094	35,185	35,020

New Customers	(38)	182	169	104
---------------	------	-----	-----	-----

New Customer Growth %	-0.1%	0.5%	0.5%	0.3%
-----------------------	-------	------	------	------

**NEW BRAUNFELS UTILITIES**  
**Wastewater Rates (per Customer)**  
**For Month Ending October 31, 2024**

DESCRIPTION	2024	2024	2024	FY 2025 YTD
	AUG	SEP	OCT	AVG
<b>Residential</b>				
Actuals	\$ 54.99	\$ 57.67	\$ 56.42	\$ 56.36
Budget	\$ 52.86	\$ 57.83	\$ 55.70	\$ 55.46
Prior Year	\$ 50.34	\$ 54.82	\$ 51.93	\$ 52.37
<b>Multi-Unit 2-4</b>				
Actuals	\$ 87.17	\$ 89.27	\$ 87.93	\$ 88.12
Budget	\$ 86.07	\$ 93.13	\$ 91.23	\$ 90.14
Prior Year	\$ 82.97	\$ 87.52	\$ 84.22	\$ 84.90
<b>Multi-Unit 5+</b>				
Actuals	\$ 1,284.00	\$ 1,260.50	\$ 1,329.48	\$ 1,291.33
Budget	\$ 1,452.23	\$ 1,537.93	\$ 1,428.54	\$ 1,472.90
Prior Year	\$ 1,389.97	\$ 1,378.22	\$ 1,216.35	\$ 1,328.18
<b>SGS</b>				
Actuals	\$ 379.51	\$ 338.73	\$ 323.59	\$ 347.28
Budget	\$ 411.00	\$ 412.41	\$ 379.73	\$ 401.04
Prior Year	\$ 415.83	\$ 377.50	\$ 332.14	\$ 375.16
<b>Schertz Sewer</b>				
Actuals	\$ 1,585.92	\$ 1,575.32	\$ 1,546.83	\$ 1,569.36
Budget	\$ 1,670.33	\$ 1,637.99	\$ 1,569.84	\$ 1,626.05
Prior Year	\$ 1,306.75	\$ 1,320.32	\$ 1,295.59	\$ 1,307.55





# Financial Update

- October 2024 Financials

- Kimberly Huffman, Accounting Manager



# Board Financial Policy Compliance - October 2024 YTD

	FY 2024 Actual**	FY 2025 Budget	Financial Policy	FY 2025 Actual*
<b>Debt to Capitalization (lower is better)</b>	41.1%	45.5%	≤55.0%	<b>40.4%</b>
<b>Debt Service Coverage (higher is better)</b>	5.14	4.71	≥2.40	<b>5.11</b>
<b>Days Cash on Hand (higher is better)</b>	208	224	≥140	<b>212</b>
<b>Days Liquidity on Hand (higher is better)</b>	495	N/A	N/A	<b>441</b>

\* Amounts are calculated by annualizing the YTD results

\*\* Unaudited amounts

**Mission**

Strengthening our community by providing resilient essential services

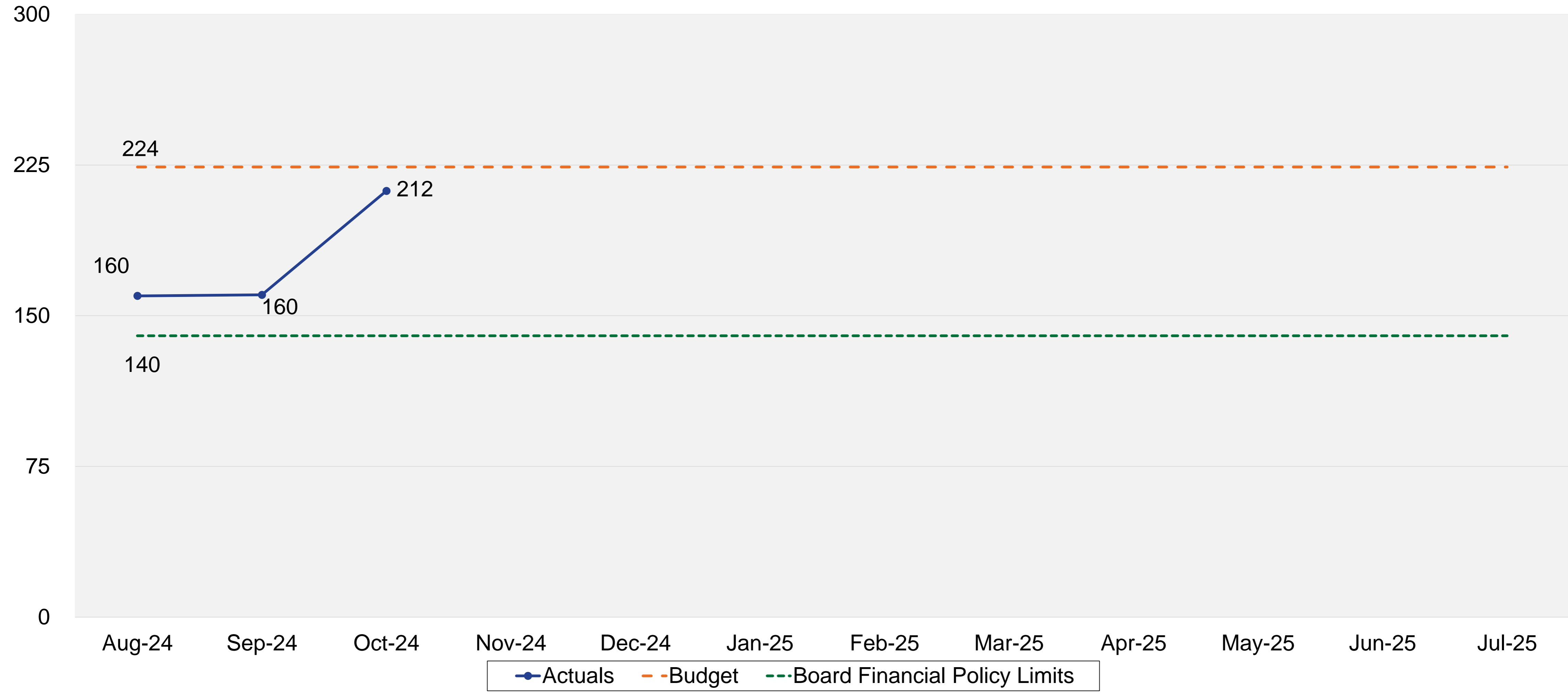
**+ Vision**

Be a trusted community partner dedicated to excellence in service

**+ Core Values**

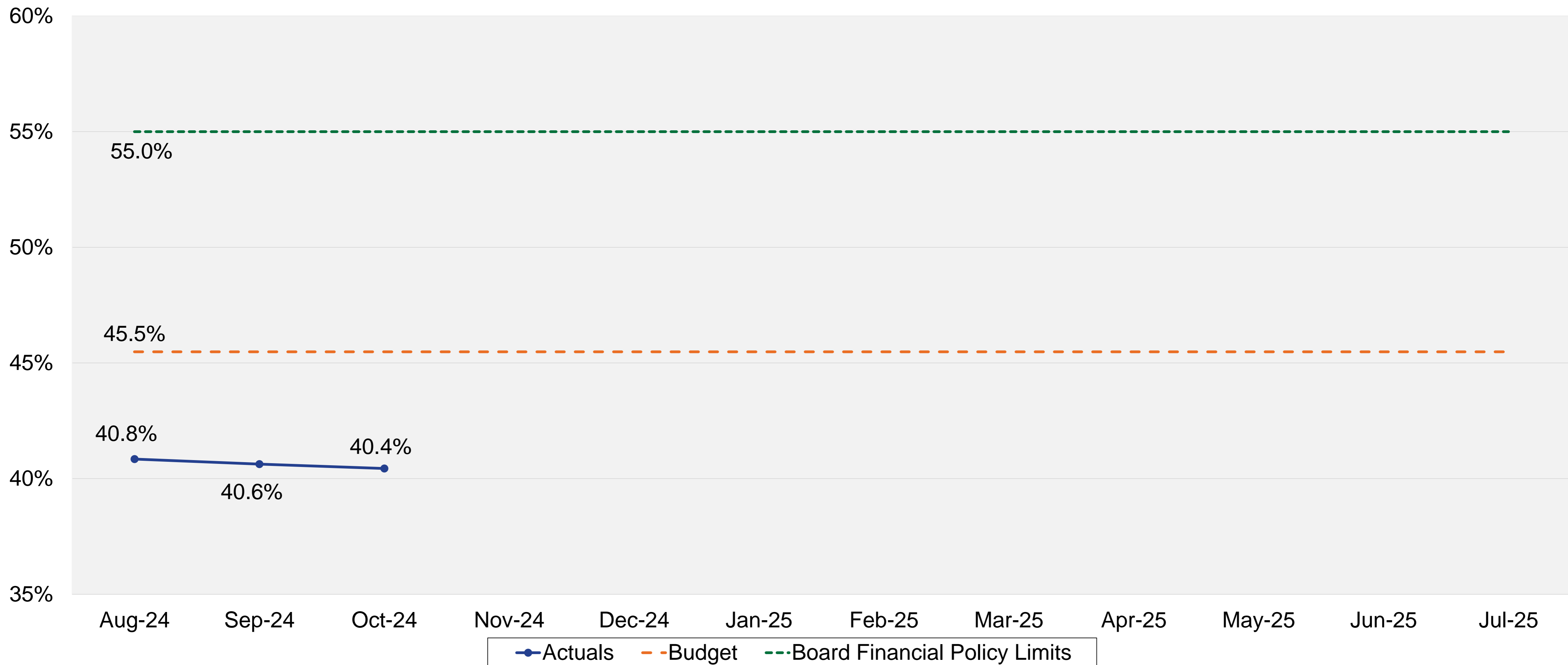
Safety, Team, Integrity, Culture, and Stewardship

# Days Cash on Hand - October 2024 YTD

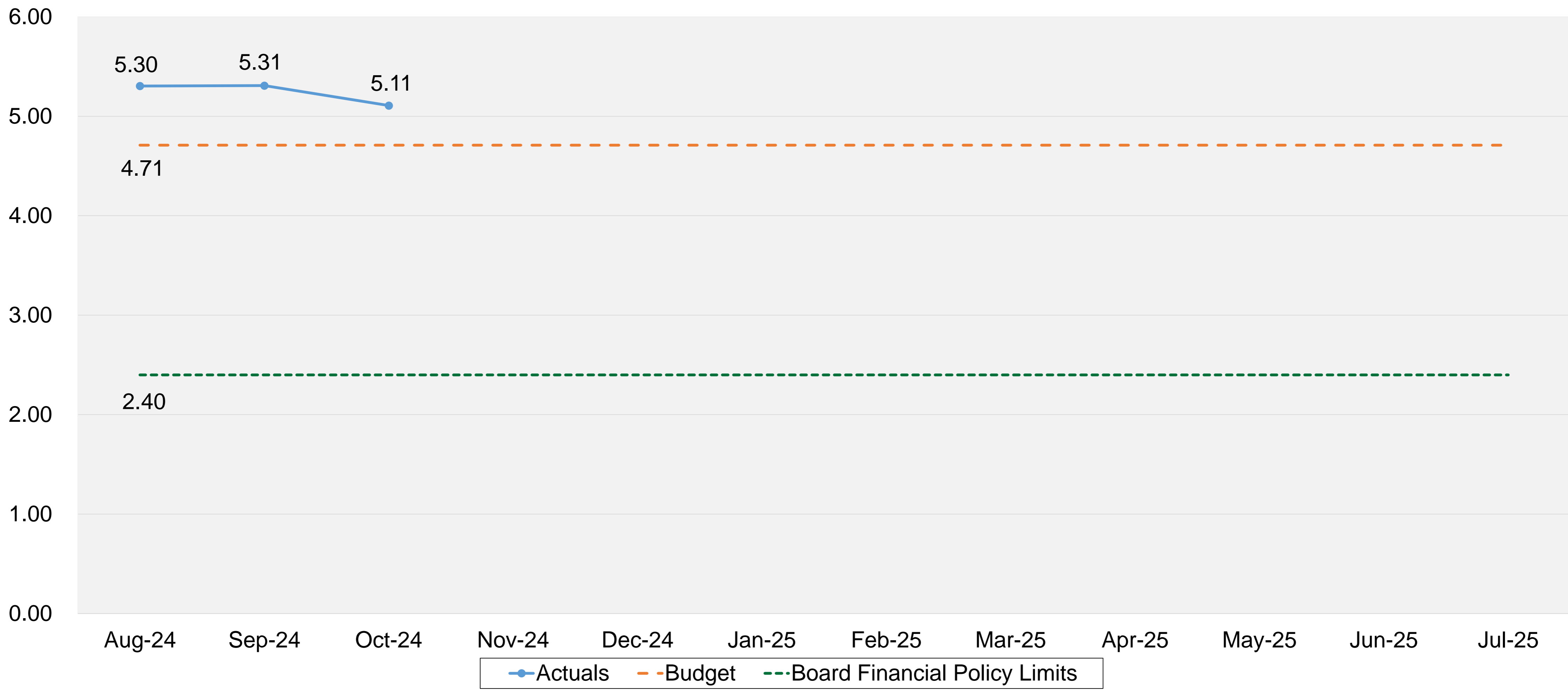




# Debt to Capitalization - October 2024 YTD

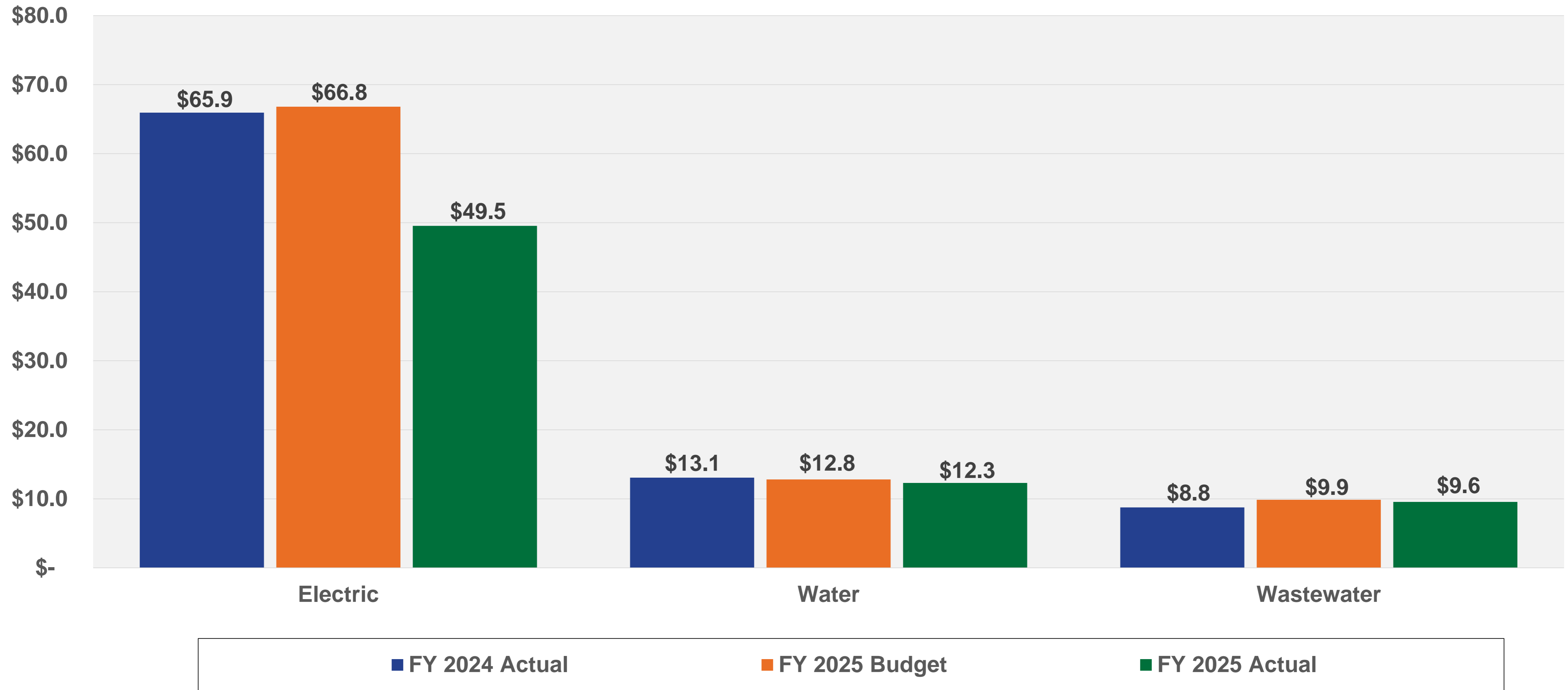


# Debt Service Coverage - October 2024 YTD



# Operating Revenue by LOB

## October 2024 YTD – Amounts in Millions



### Mission

Strengthening our community by providing resilient essential services



### Vision

Be a trusted community partner dedicated to excellence in service

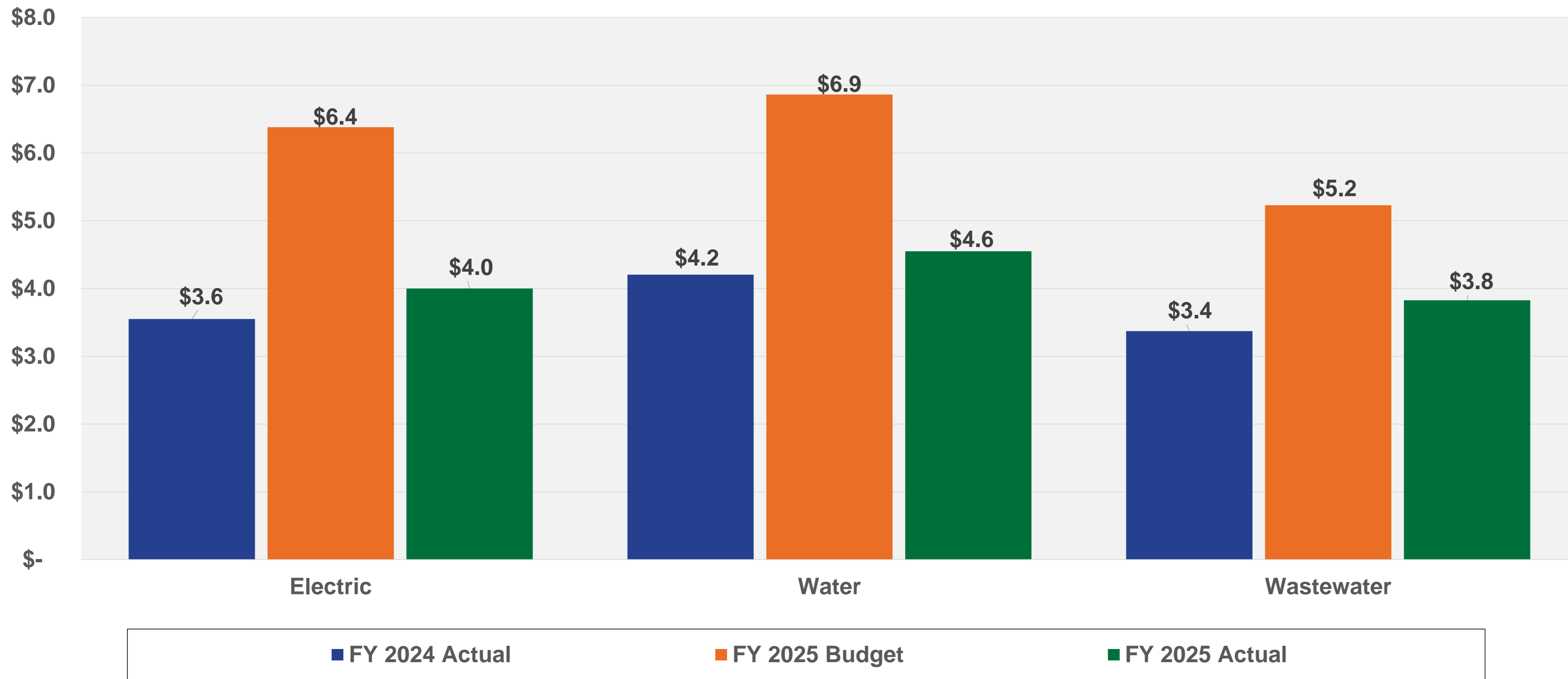


### Core Values

Safety, Team, Integrity, Culture, and Stewardship

# Operating Expenses\* by LOB

## October 2024 YTD – Amounts in Millions

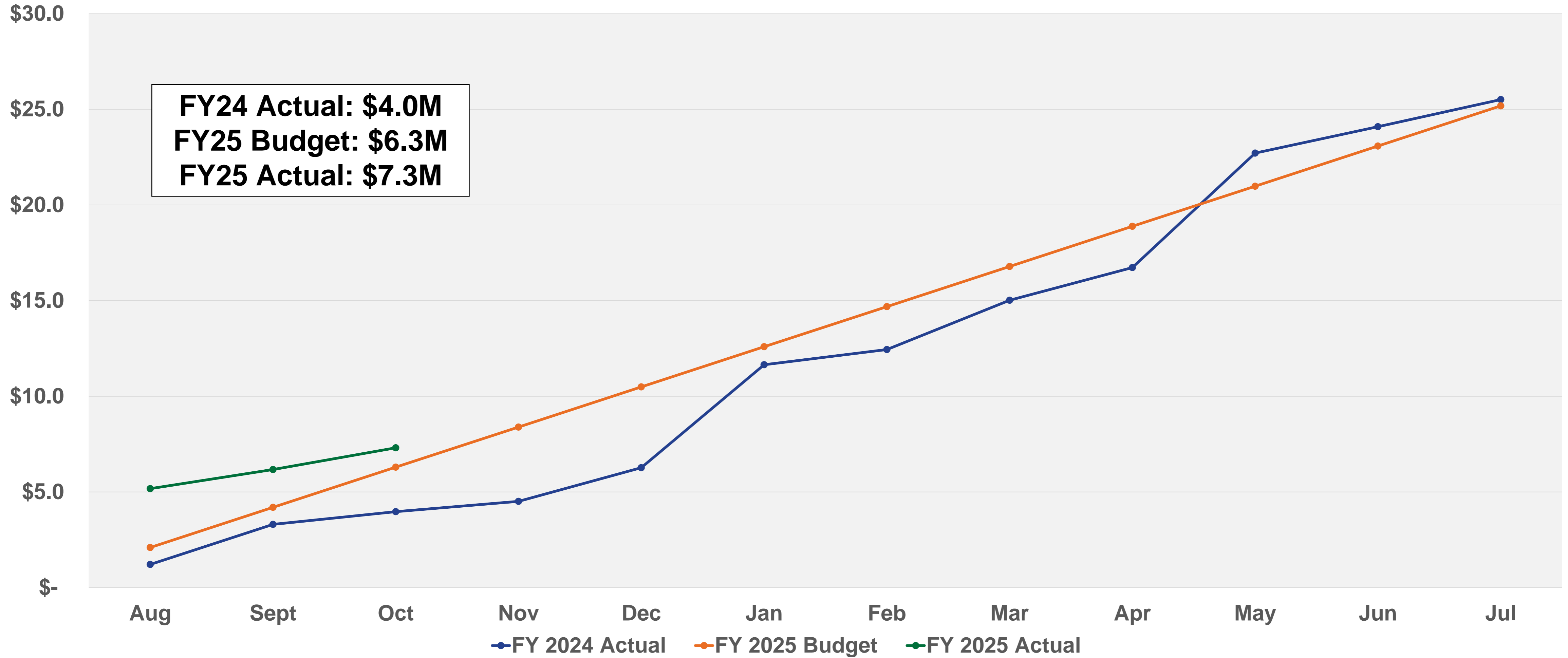


\*Excludes purchased power, purchased water, and depreciation expense



# Impact Fee Revenues

## October 2024 YTD – Amounts in Millions\*



\* Amounts shown are YTD for each month

### Mission

Strengthening our community by providing resilient essential services



### Vision

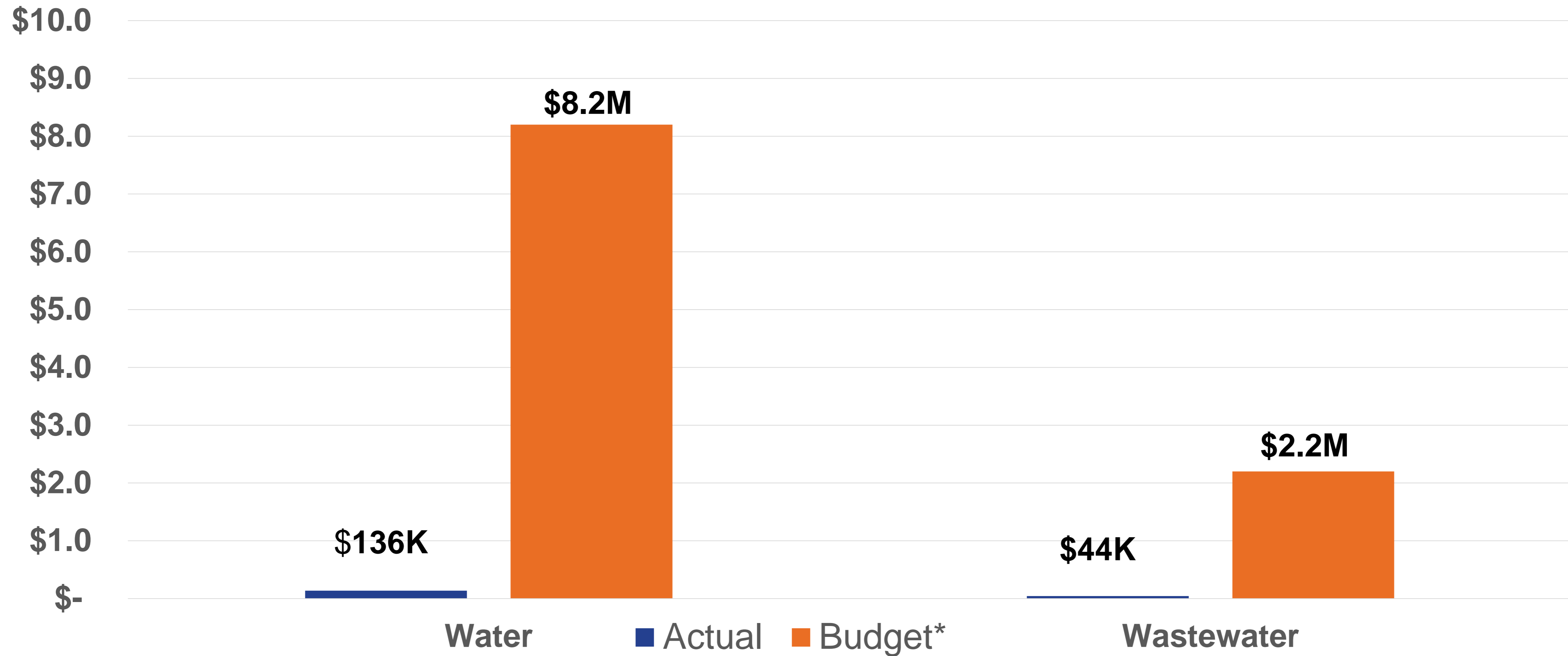
Be a trusted community partner dedicated to excellence in service



### Core Values

Safety, Team, Integrity, Culture, and Stewardship

# Impact Fees Collections-Program E Update – October 2024 - Amount in Millions



\* Fiscal year budget amount

## Mission

Strengthening our community by providing resilient essential services



## Vision

Be a trusted community partner dedicated to excellence in service



## Core Values

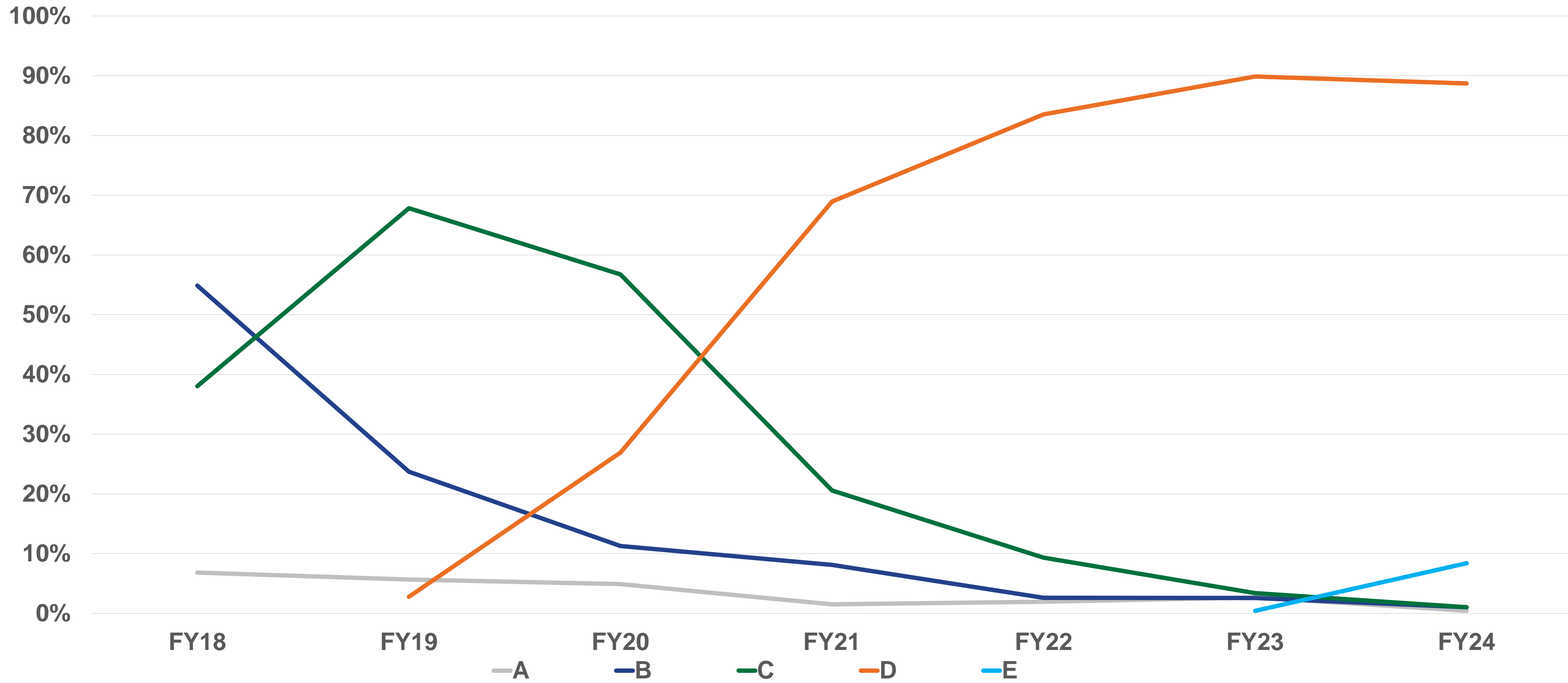
Safety, Team, Integrity, Culture, and Stewardship

# 1<sup>st</sup> Quarter Impact Fee Collections

- In the 1<sup>st</sup> Quarter, NBU has collected a total of \$3,511,519 in Impact Fees

Collections	Schedule A	Schedule B	Schedule C	Schedule D	Schedule E
<b>Actual</b>	\$ 3,968	\$ 131,139	\$ 86,617	\$ 3,109,952	\$ 179,844
<b>Budget</b>	\$ 12,218	\$ 21,352	\$ 52,144	\$ 3,500,714	\$ 2,708,319
<b>Actual Percentage</b>	0.1%	3.7%	2.5%	88.6%	5.1%
<b>Budget Percentage</b>	0.2%	0.3%	0.8%	55.6%	43.0%

# Percent of Meters by Schedule



## Mission

Strengthening our community by providing resilient essential services



## Vision

Be a trusted community partner dedicated to excellence in service



## Core Values

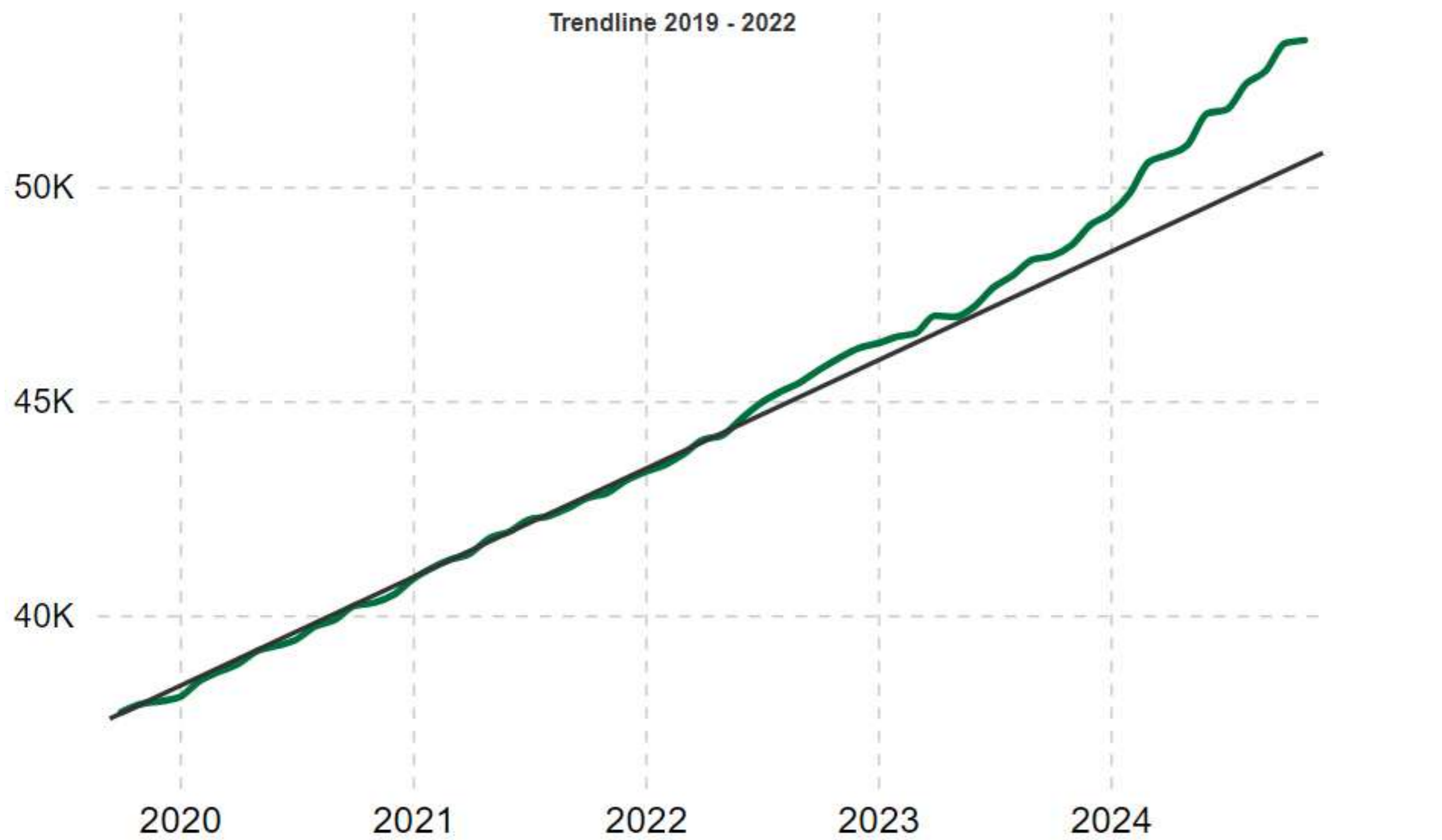
Safety, Team, Integrity, Culture, and Stewardship



# Residential Meter Growth Oct 2019 – Nov 2024

## Electric Meters

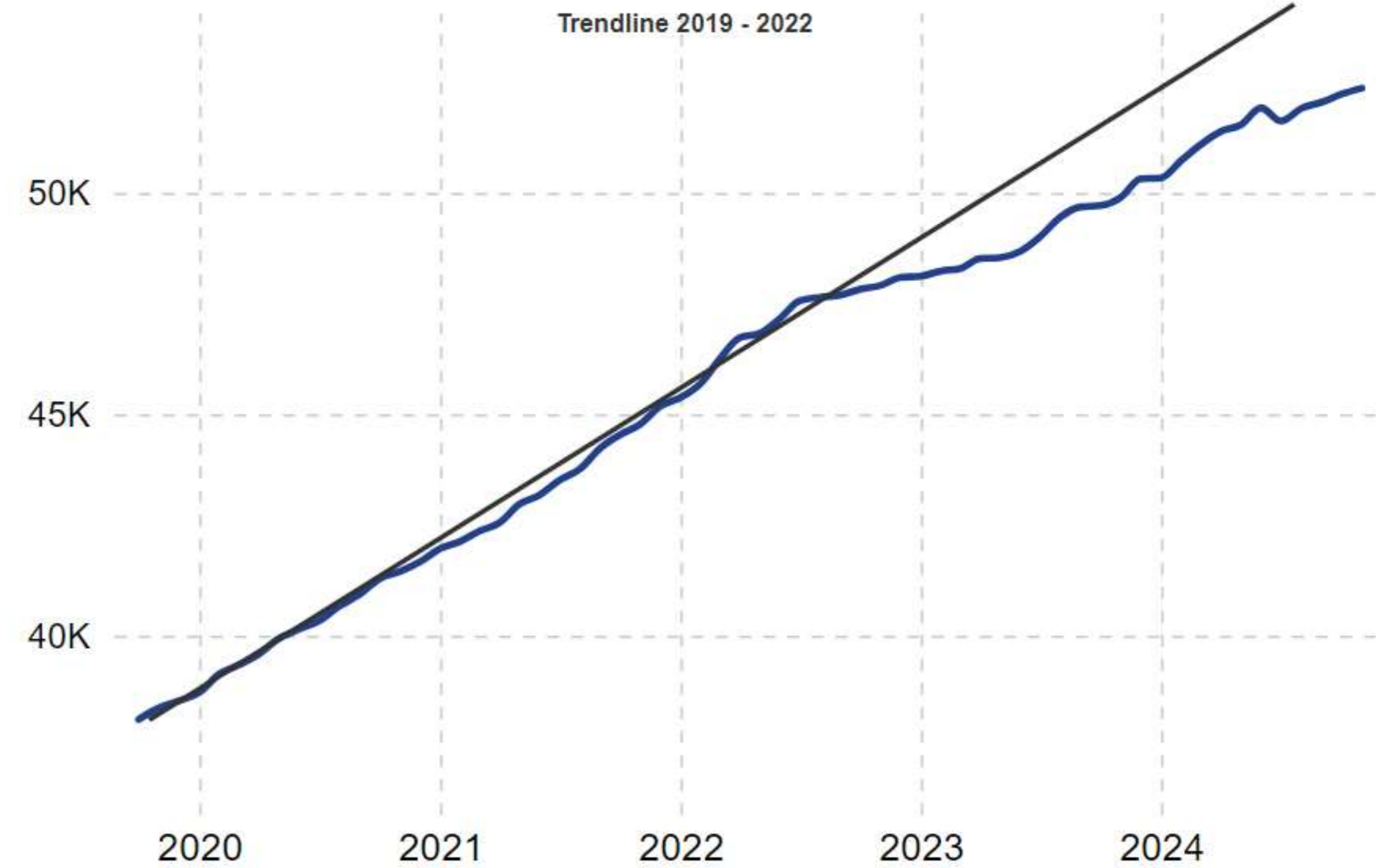
Trendline 2019 - 2022



Residential electric meter rate of growth has increased above the trendline due to multi-units

## Water Domestic & Irrigation Meters

Trendline 2019 - 2022



Residential water meter rate of growth has declined in part due to affordability challenges

### Mission

Strengthening our community by providing resilient essential services



### Vision

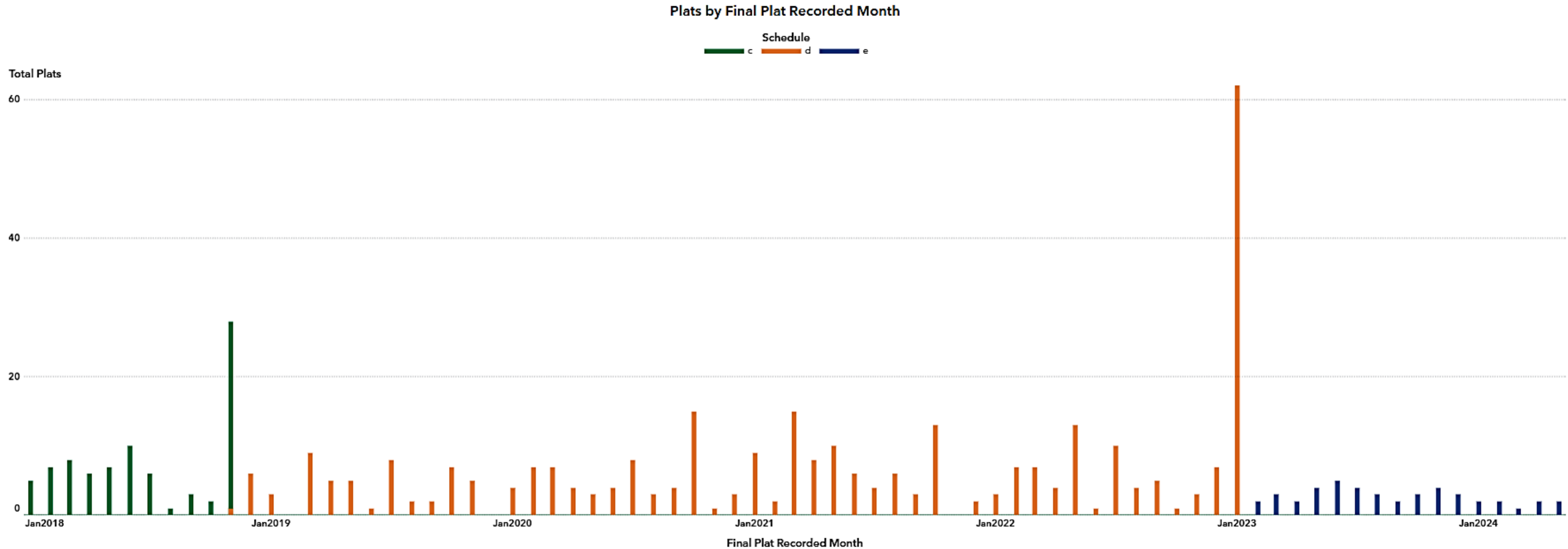
Be a trusted community partner dedicated to excellence in service



### Core Values

Safety, Team, Integrity, Culture, and Stewardship

# City Plat Recorded (Count) – 2018 to now



## Mission

Strengthening our community by providing resilient essential services



## Vision

Be a trusted community partner dedicated to excellence in service



## Core Values

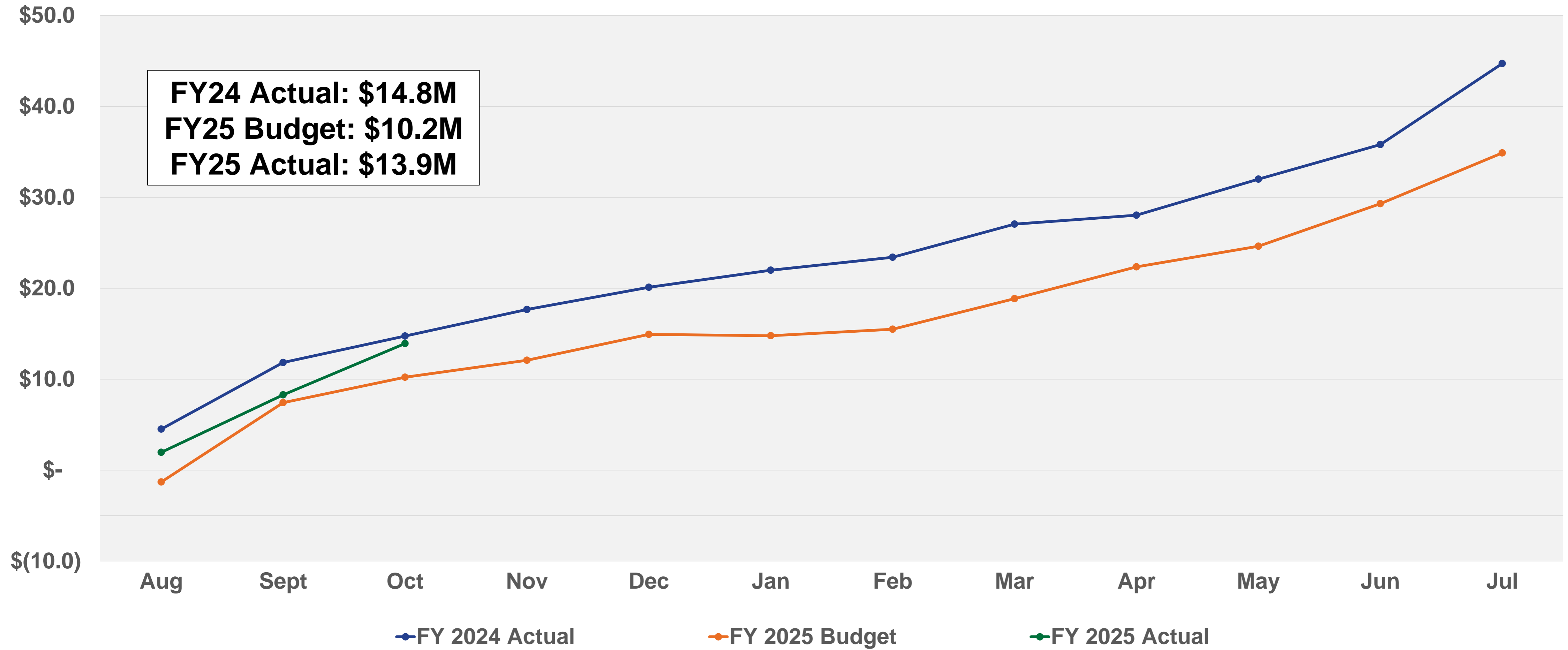
Safety, Team, Integrity, Culture, and Stewardship



# Power Supply Reserves Update- October 2024

As of FY25 Budget	Power Stabilization Fund FY25	Power Stabilization Fund Full, FY28
Target	\$50M	\$95M
As of October 31, 2024	\$39M	\$39M

# Net Operating Income October 2024– Amounts in Millions\*



\* Amounts shown are YTD for each month

## Mission

Strengthening our community by providing resilient essential services



## Vision

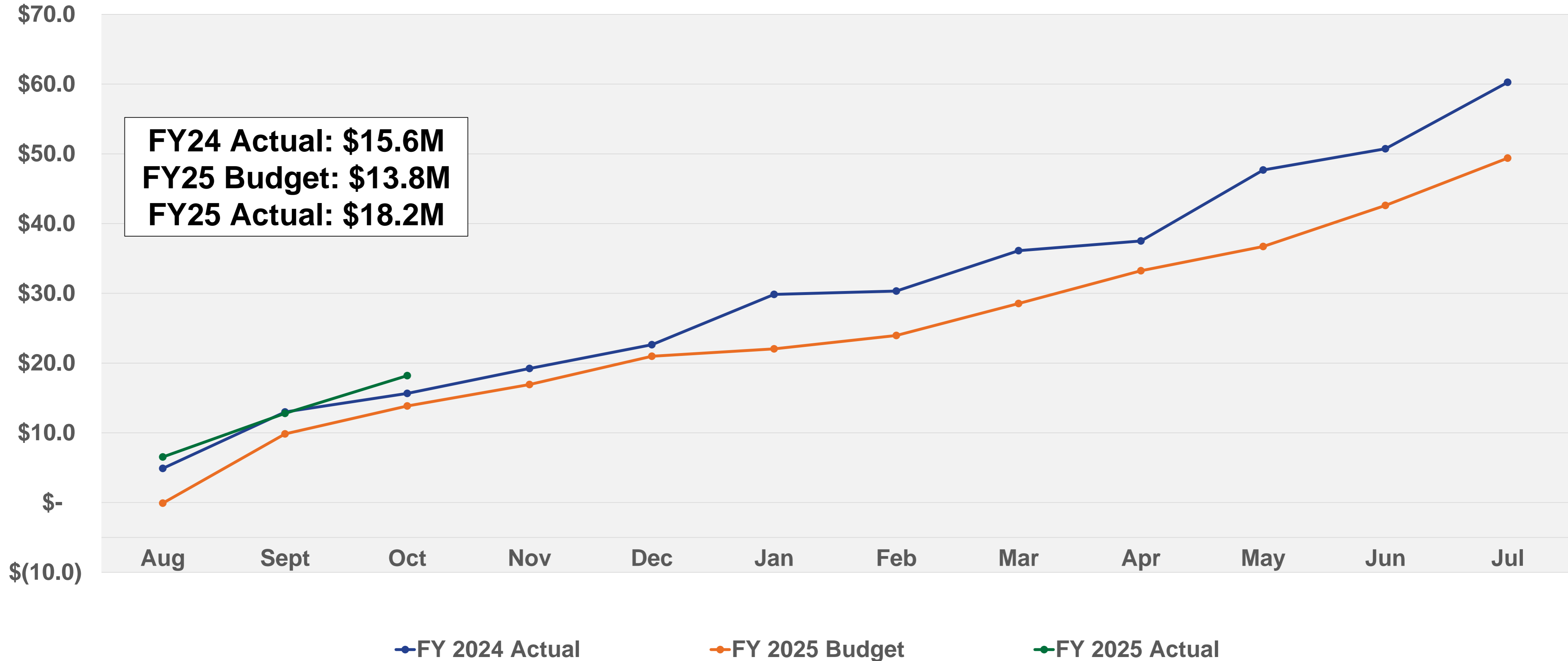
Be a trusted community partner dedicated to excellence in service



## Core Values

Safety, Team, Integrity, Culture, and Stewardship

# Change in Net Position After Contributions October 2024– Amounts in Millions\*



\* Amounts shown are YTD for each month

## Mission

Strengthening our community by providing resilient essential services



## Vision

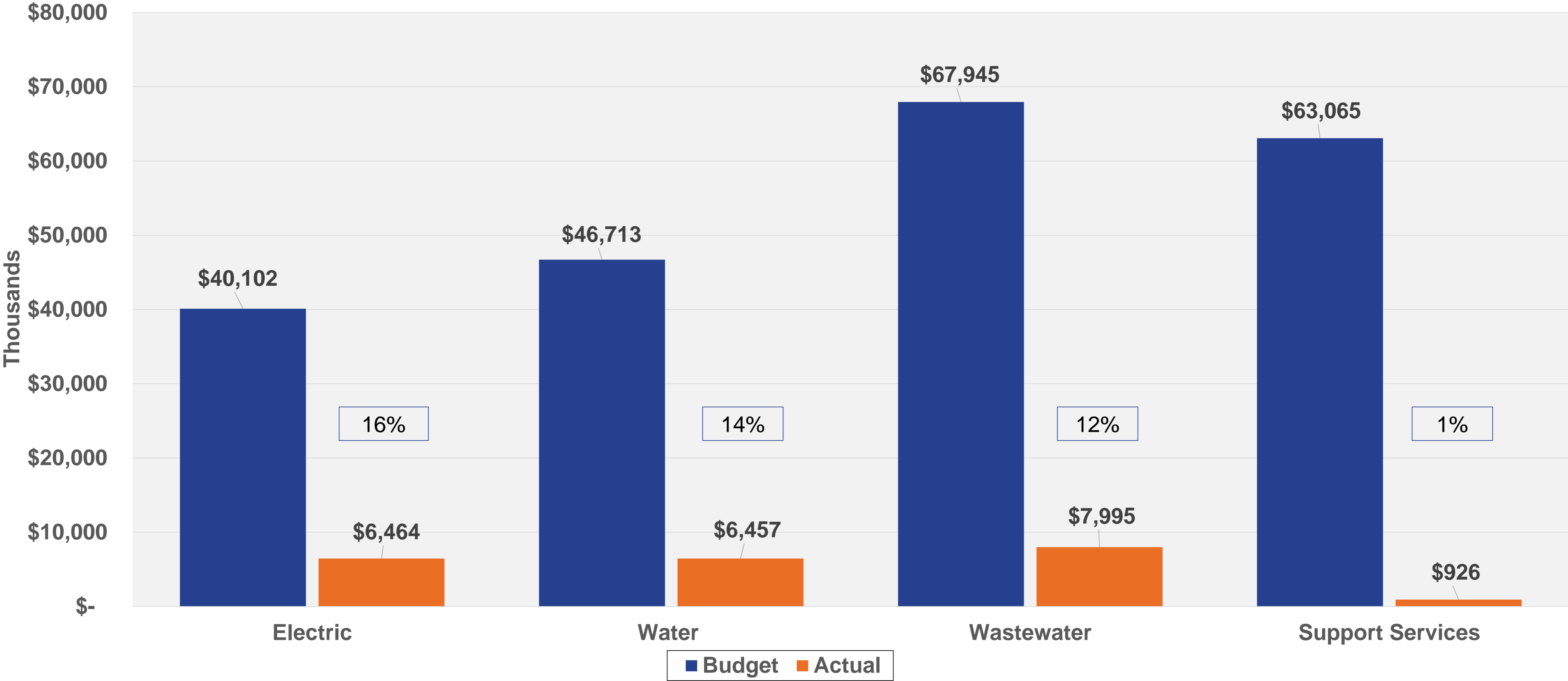
Be a trusted community partner dedicated to excellence in service



## Core Values

Safety, Team, Integrity, Culture, and Stewardship

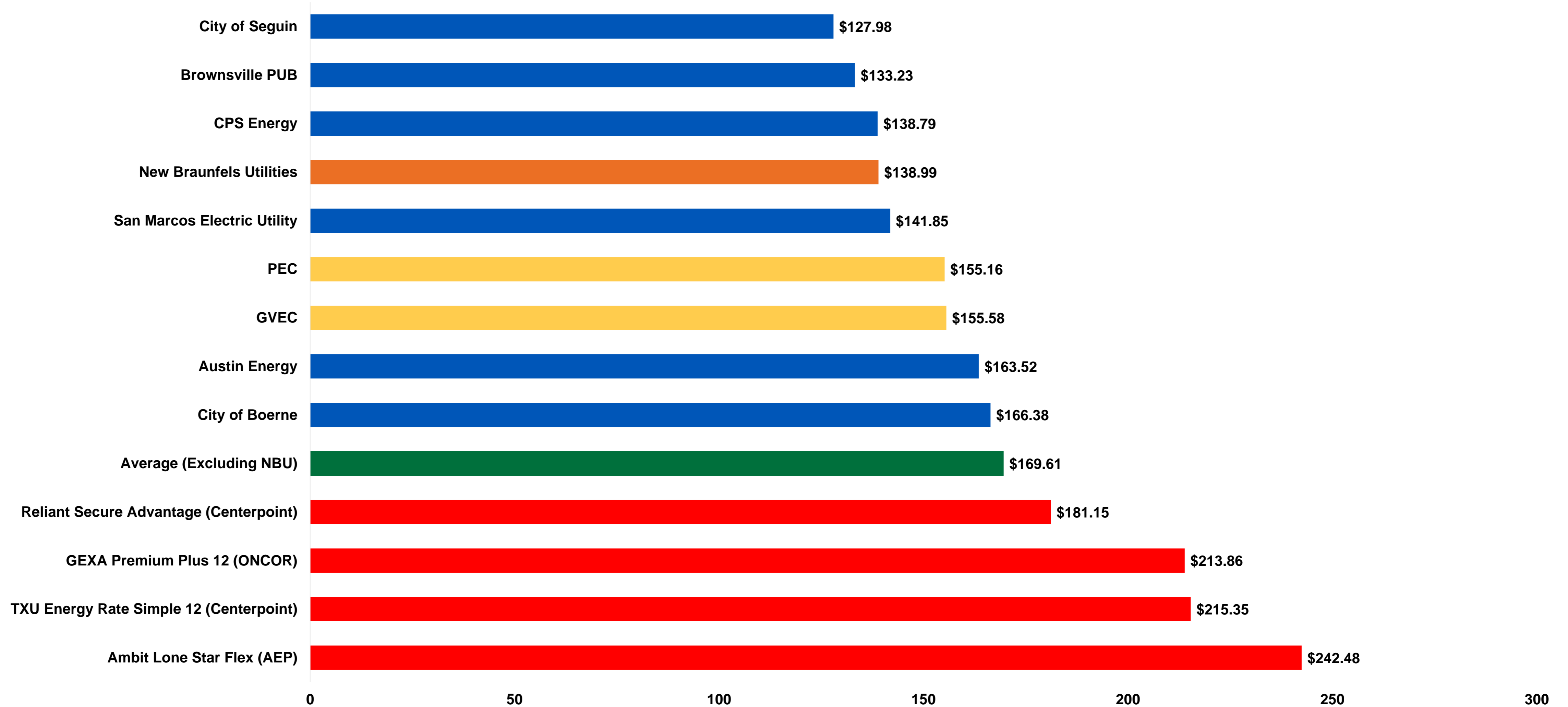
# Capital Project Expenditures October 2024 YTD – Amounts in Thousands





# Questions?

# December 2024 Residential Electric Bill Comparison (1200 kWh)





# December 2024 Residential Electric Bill Comparison (month over month)

Provider	1200 kWh	% Change
City of Seguin	\$127.98	0.0%
Brownsville PUB	\$133.23	0.0%
CPS Energy	\$138.79	-11.6%
New Braunfels Utilities	\$138.99	0.0%
San Marcos Electric Utility	\$141.85	0.0%
PEC	\$155.16	0.0%
GVEC	\$155.58	0.0%
Austin Energy	\$163.52	-1.7%
City of Boerne	\$166.38	0.0%
Average (Excluding NBU)	\$169.61	-2.0%
Reliant Secure Advantage (Centerpoint)	\$181.15	-9.6%
GEXA Premium Plus 12 (ONCOR)	\$213.86	0.0%
TXU Energy Rate Simple 12 (Centerpoint)	\$215.35	0.0%
Ambit Lone Star Flex (AEP)	\$242.48	-0.6%

## Mission

Strengthening our community by providing resilient essential services



## Vision

Be a trusted community partner dedicated to excellence in service



## Core Values

Safety, Team, Integrity, Culture, and Stewardship



**Meeting Date:** December 12, 2024      **Agenda Type:** Items from Staff

**From:** Jessica Coleman      **Reviewed by:** John Warren  
Finance & Risk Manager      Director of Finance

**Submitted by:** Dawn Schriever      **Approved by:** Ryan Kelso  
Chief Financial Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Quarterly Investment Report

## **BACKGROUND**

As required by the Public Funds Investment Act and the New Braunfels Utilities Investment Policy, the Investment Officers of NBU submit the quarterly report of investment activity for the quarter ended October 31, 2024. Attached is the NBU Investment Portfolio beginning July 31, 2024 and ending October 31, 2024.

This is a report showing the changes to the portfolio during the quarter. This report has been modified to conform to the preferred reporting format illustrated in Statement No. 31 of the Governmental Accounting Standards Board, which mandates fair value accounting on investments held by public entities.

## **FINANCIAL IMPACT**

NBU budgeted \$6,174,000.00 in interest income for Fiscal Year 2025.

## **LINK TO STRATEGIC PLAN**

**Financial Excellence**

## **EXHIBITS**

1. Quarterly Investment Report

**New Braunfels Utilities**  
**Quarterly Investment Report**  
**07/31/2024 – 10/31/2024**

**Investment Balances and Activity**

As required by the Public Funds Investment Act and the New Braunfels Utilities Investment Policy, the Investment Officers of NBU hereby submit this quarterly report of investment activity for the quarter ended October 31, 2024. Statement No. 31 of the Governmental Accounting Standards Board, effective for reporting periods beginning after June 15, 1997, mandates fair value accounting on investments held by public entities. Attached is the NBU Investment Portfolio beginning July 31, 2024 and ending October 31, 2024. This is a report showing the changes to the portfolio during the quarter. This report has been modified to conform to the preferred reporting format illustrated in Statement No. 31.

The fair values of the Federally Insured Cash Account, Pooled, and Money Market Fund Groups (including \$49,955,620.88 in demand deposits and \$39,549,307.75 in escrow funds at October 31, 2024). for the beginning and end of the reporting period are as follows:

	Fair Value
07/31/2024	\$150,771,587.54
10/31/2024	\$170,776,501.95

NBU had additions to the Pooled Fund Groups of \$93,405,798.31 and withdrawals totaling \$73,400,883.90.

The fair values of the Separately Invested Assets for the beginning and end of the reporting period are as follows:

	Fair Value
07/31/2024	\$52,031,643.11
10/31/2024	\$54,260,242.00

NBU had additions to the Separately Invested Assets of \$17,910,250.89 and withdrawals of \$16,000,000.00 due to maturities. The change in fair value due to amortization of premium and discount and mark to market changes from July 31, 2024 to October 31, 2024 was an increase of \$318,348.00.

The fair values of the entire portfolio for the beginning and end of the reporting period for the quarter ended October 31, 2024 are as follows:

	Fair Value
07/31/2024	\$202,803,230.65
10/31/2024	\$225,036,743.95

**New Braunfels Utilities**  
**Quarterly Investment Report**  
**07/31/2024 – 10/31/2024**

**Compliance with GAAP**

The investment portfolio complied with generally accepted accounting principles (GAAP) throughout the quarter. Although the Public Funds Investment Act requires book value accounting for investments, it also contains a clause that requires conformance to GAAP. Statement No. 31 supersedes the Public Funds Investments Act in the GAAP hierarchy and mandates fair value accounting. The fair market value of investments was determined by utilizing a third-party service provider, ICE Data Pricing and Reference Data, LLC, formerly called Interactive Data Pricing.

**Compliance with NBU Investment Policy**


The investment portfolio funds are invested in compliance with the strategies outlined in the NBU Investment Policy, which the Board re-affirmed on March 30, 2023. Investments in each security type are within the allowable range established by the Investment Policy. The investment portfolio's weighted-average maturity of 47 days and weighted-average maturity to first call date of 47 days are within the 450 days and 300 days limit, respectively, stated in the NBU Investment Policy. Please note that the WAM and WAMC do not include the investment in the Community Assistance Fund, which was specifically authorized in the Investment Policy to permit investments up to ten years.


NBU is also required to maintain daily liquid funds of at least 30 days of budgeted operating expenses. At October 31, 2024, NBU had daily liquid funds of 202 days. Pooled investments are in no load money market mutual funds and eligible specified investment pools that are continuously rated AAA or higher by at least one nationally recognized rating agency and that have a dollar-weighted average stated maturity of 90 days or less. These same investments maintain a stable net asset value of \$1 for each share.

NBU has obtained collateral reports at quarter-end from third party custodians that confirm the collateral securities in NBU's name are at least equal to or greater than the required amount of uninsured balances as of October 31, 2024.

**NBU Investment Officers:**

  
 \_\_\_\_\_  
 Finance & Risk Manager

  
 \_\_\_\_\_  
 Director of Finance

  
 \_\_\_\_\_  
 Chief Financial Officer



**NBU Investments**  
**GASB 31 Compliance Detail**  
**Sorted by Fund - Fund**  
**August 1, 2024, 2024 - October 31, 2024**

CUSIP	Investment #	Fund	Maturity Date	Beginning Invested Value	Purchase of Principal	Addition to Principal	Redemption of Principal	Change in Market Value/Amortization	Ending Invested Value
<b>Fund: Special Funds-Cont. Sys.</b>									
912797LD7	10924	114F	11/14/2024	2,955,408.54	-	-	-	39,542.49	2,994,951.03
3133ERLV1	10928	114F	07/22/2025	5,002,781.30	-	-	-	15,154.80	5,017,936.10
			<b>Subtotal</b>	<b>7,958,189.84</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>54,697.29</b>	<b>8,012,887.13</b>
<b>Fund: Consumer Deposit</b>									
912797KC0	10919	119F	08/22/2024	4,984,629.15	-	-	5,000,000.00	15,370.85	-
3130B0LC1	10920	119F	03/27/2025	7,995,764.24	-	-	8,000,000.00	4,235.76	-
3133ERRC7	10929	119F	08/27/2025	-	4,997,532.22	-	-	(653.12)	4,996,879.10
			<b>Subtotal</b>	<b>12,980,393.39</b>	<b>4,997,532.22</b>	<b>-</b>	<b>13,000,000.00</b>	<b>18,953.49</b>	<b>4,996,879.10</b>
<b>Fund: Special Funds- Community Assistance</b>									
912828YS3	10853	117F	11/15/2029	4,472,656.25	-	-	-	(8,789.05)	4,463,867.20
			<b>Subtotal</b>	<b>4,472,656.25</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(8,789.05)</b>	<b>4,463,867.20</b>
<b>Fund: Power Stabilization Fund</b>									
313384S34	10930	195F	12/06/2024	-	9,910,658.33	-	-	44,741.67	9,955,400.00
			<b>Subtotal</b>	<b>-</b>	<b>9,910,658.33</b>	<b>-</b>	<b>-</b>	<b>44,741.67</b>	<b>9,955,400.00</b>
<b>Fund: Bond Reserve Fund</b>									
3130ANRB8	10867	170F	12/17/2024	1,965,475.82	-	-	-	24,082.52	1,989,558.34
3130AYBQ8	10915	170F	12/26/2024	3,991,970.76	-	-	-	8,980.64	4,000,951.40
3133EP5K7	10921	170F	03/13/2026	5,998,273.26	-	-	-	25,607.34	6,023,880.60
912797KS5	10925	170F	04/17/2025	8,694,973.53	-	-	-	124,324.11	8,819,297.64
3130AWBY5	10926	170F	06/13/2025	2,994,186.93	-	-	-	11,450.04	3,005,636.97
313384H36	10927	170F	09/25/2024	2,975,523.33	-	-	3,000,000.00	24,476.67	-
3130B2PD1	10931	170F	09/12/2025	-	3,002,060.34	-	-	(10,176.72)	2,991,883.62
			<b>Subtotal</b>	<b>26,620,403.63</b>	<b>3,002,060.34</b>	<b>-</b>	<b>3,000,000.00</b>	<b>208,744.60</b>	<b>26,831,208.57</b>
			<b>Total</b>	<b>52,031,643.11</b>	<b>17,910,250.89</b>	<b>-</b>	<b>16,000,000.00</b>	<b>318,348.00</b>	<b>54,260,242.00</b>
								<b>Change due to amortization of premium/discount</b>	<b>242,494.91</b>
								<b>Change due to mark to market</b>	<b>75,853.09</b>
								<b>Total</b>	<b>318,348.00</b>



**NBU Investments**  
**GASB 31 Compliance Detail**  
**Sorted by Fund - Fund**  
**August 1, 2024, 2024 - October 31, 2024**

Investment #	Fund	Beginning Invested Value	Purchase of Principal	Addition to Principal	Redemption of Principal	Change in Market Value	Ending Invested Value		
<b>FEDERALLY INSURED CASH ACCOUNT, POOLED, AND MONEY MARKET FUND GROUPS</b>									
TexPool - Commercial Paper Series A	RRP	10845	191	4,726,971.79	-	20,066,159.79	21,897,076.13	-	2,896,055.45
TexPool - Commercial Paper Series B	RRP	10846	192	395.87	-	5.11	-	-	400.98
TexPool - Impact Fees W	SYS10090	10090	184F	8,770,788.90	-	5,125,730.66	5,250,043.34	-	8,646,476.22
TexPool - Temp-Cash	SYS10149	10149	110T	113,348.54	-	1,470.37	-	-	114,818.91
TexPool - Impact Fees S	SYS10221	10221	185F	13,027.91	-	2,170,473.61	1,082,730.12	-	1,100,771.40
TexPool - Central Facilities-W	SYS10224	10224	182F	979.44	-	12.48	-	-	991.92
TexPool - Central Facilities-S	SYS10225	10225	183F	0.01	-	-	-	-	0.01
Texas Daily - Temp-Cash	SYS10244	10244	110D	587,886.89	-	7,607.14	-	-	595,494.03
Texas Daily - I&P 2004	SYS10543	10544	163	53,931.52	-	136,751.82	-	-	190,683.34
TexPool - Contingency Systems	SYS10572	10573	114F	8,042,020.48	-	104,320.55	-	-	8,146,341.03
TexPool - Consumer Deposit	SYS10572	10572	119T	1,091,409.98	-	13,522,118.35	4,997,532.22	-	9,615,996.11
TexPool - Bond Reserve	SYS10701	10701	170	284,320.28	-	144,858.24	6,727.01	-	422,451.51
Texas Daily - I&P 2015	SYS10763	10763	167	29,890.42	-	76,996.04	-	-	106,886.46
StoneCastle - Community Assistance	SYS10779	10779	117SC	45,685.14	-	570.38	-	-	46,255.52
Texas Daily - I&P 2016	SYS10788	10788	168	266,634.39	-	731,092.59	-	-	997,726.98
Frost Bank - General Fund	SYS10809	10809	110FGF	29,183,013.04	-	38,705,116.78	22,605,996.55	-	45,282,133.27
Frost Bank - Payroll Fund	SYS10810	10810	110FPR	4,077,447.60	-	2,483,210.71	1,887,170.70	-	4,673,487.61
Texas Daily - I&P 2018	SYS10831	10831	169	265,430.76	-	717,637.23	-	-	983,067.99
TexPool - Power Stabilization Fund	SYS10849	10849	195	35,239,475.13	-	3,004,320.15	9,910,658.33	-	28,333,136.95
Texas Daily - I&P 2020	SYS10855	10855	196	482,954.99	-	1,312,417.32	-	-	1,795,372.31
TexPool - Taxable Note Payment Fund	SYS10863	10863	197	0.01	-	-	-	-	0.01
Texas Daily - I&P 2021	SYS10866	10866	198	336,471.32	-	920,276.51	-	-	1,256,747.83
StoneCastle - Contingency Systems	SYS10880	10880	114SC	10,968,203.61	-	136,937.98	-	-	11,105,141.59
Texas Daily - I&P 22	SYS10889	10889	199	425,302.95	-	1,173,329.42	-	-	1,598,632.37
Texas Daily - I&P 22A	SYS10894	10894	200	132,959.44	-	363,181.02	-	-	496,140.46
Bond Fund 22A	SYS10896	10896	201	39,061,676.30	-	487,631.45	-	-	39,549,307.75
Texas CLASS - Temp-Cash	SYS10904	10904	110TC	5,219,273.78	-	20,929.86	5,000,000.00	-	240,203.64
TexPool - One Water Fund	SYS10908	10908	202	112,927.24	-	111,805.38	-	-	224,732.62
Texas Daily - I&P 2024	SYS10916	10916	203	565,947.80	-	1,608,323.68	-	-	2,174,271.48
TexPool - Mayfair Impact Fees Water	SYS10922	10922	205	673,212.01	-	272,513.69	762,949.50	-	182,776.20
<b>Total</b>				<b>150,771,587.54</b>	<b>-</b>	<b>93,405,798.31</b>	<b>73,400,883.90</b>	<b>-</b>	<b>170,776,501.95</b>
<b>Portfolio Total</b>				<b>202,803,230.65</b>	<b>17,910,250.89</b>	<b>93,405,798.31</b>	<b>89,400,883.90</b>	<b>318,348.00</b>	<b>225,036,743.95</b>

**New Braunfels Utilities  
Investment Summary  
Quarter Ended October 31, 2024  
(000's)**



	Ending Invested Value	Percentage of Portfolio	Weighted Average Maturity (in days)	Weighted Average Days to Call
<b>Daily Liquidity Funds</b>				
Money Markets	\$ -	0.0%	1	1
Pooled Funds	11,151,397	5.0%	1	1
<b>Total Money Markets &amp; Pooled</b>	<b>\$ 11,151,397</b>	<b>5.0%</b>	<b>1</b>	<b>1</b>
Federally Insured Cash Account	\$ 70,120,176	31.2%	1	1
Demand Deposits	49,955,621	22.2%	1	1
<b>Daily Liquidity Funds Total</b>	<b>\$ 131,227,194</b>	<b>58.3%</b>	<b>1</b>	<b>1</b>
<b>Escrow Funds Total</b>				
<b>U.S. Agencies</b>	<b>\$ 37,982,126</b>	<b>16.9%</b>	<b>36</b>	<b>36</b>
U.S. Treasuries *	16,278,116	7.2%	7	7
Certificates of Deposit	-	0.0%	0	0
Obligations of The State of Texas, Agencies & Instrumentalities	-	0.0%	0	0
<b>Total Invested Funds</b>	<b>\$ 225,036,744</b>	<b>100.0%</b>	<b>47</b>	<b>47</b>

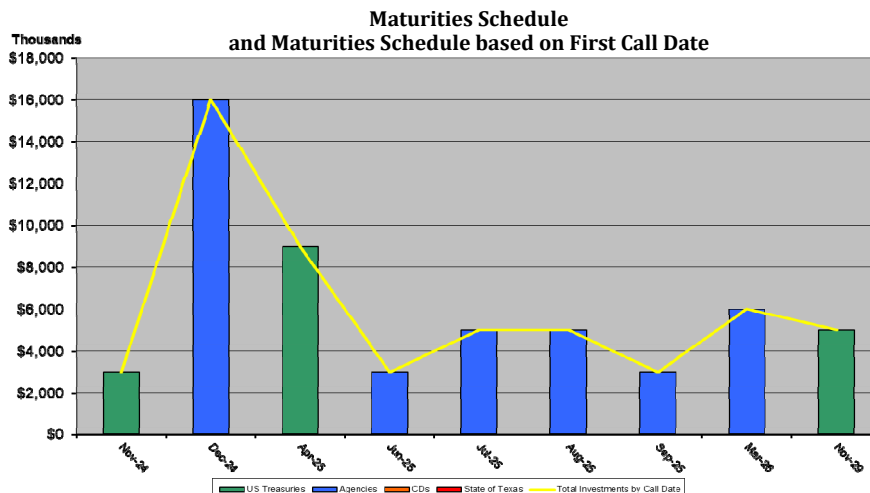
Max = 450

Max = 300

\* WAM and WAM to Call exclude a \$5 Million investment in the Community Assistance Fund having a remaining maturity of 5.0 years.

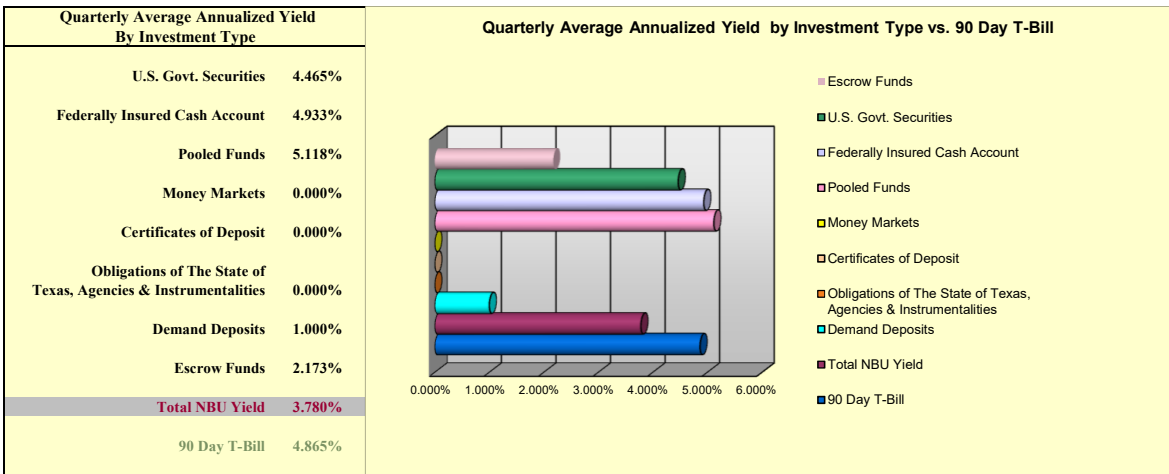
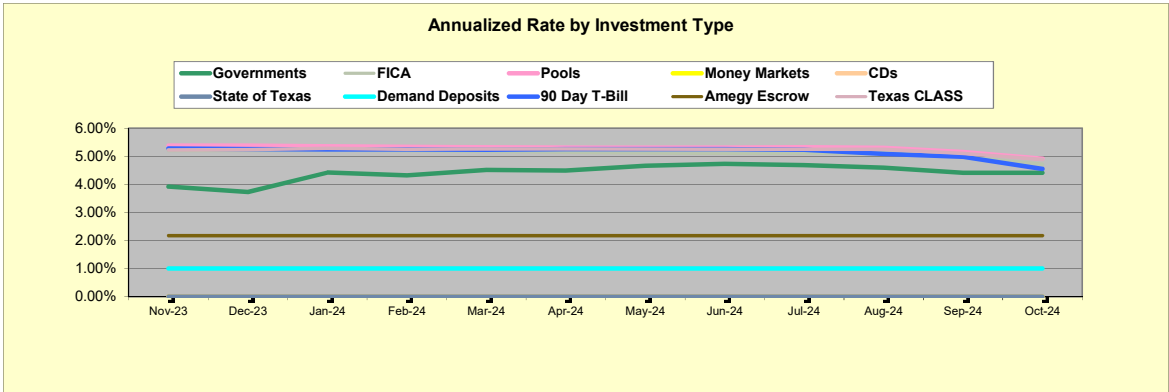
<b>Liquidity Requirement</b>	
Total Daily Liquid Funds	\$ 131,227,194
Average Monthly Operating Expense (FY 2025 Budgeted Operating Expenses ÷ 12)	\$ 19,515,241
Operating Expense Liquidity Coverage Ratio	\$ 6.72
Number of Days Coverage of Operating Expenses	<b>202</b>

Min = 30



\* U.S Treasury Securities include a \$5 Million 10 year Community Assistance investment with a remaining maturity of 5.0 years as an approved exception to the investment policy.

**New Braunfels Utilities  
Investment Comparison  
Quarter Ended October 31, 2024**

Rolling Four Quarter Annualized Yield By Investment Type For The Fiscal Quarter Ended					
Investment Type	1/31/2024	4/30/2024	7/31/2024	10/31/2024	Rolling Four Quarter Average
U.S. Govt. Securities*	4.019%	4.436%	4.689%	4.465%	4.402%
Federally Insured Cash Account	5.200%	5.177%	5.110%	4.933%	5.105%
Pooled Funds	5.364%	5.310%	5.310%	5.118%	5.275%
Money Markets	0.000%	0.000%	0.000%	0.000%	0.000%
Certificates of Deposit	0.000%	0.000%	0.000%	0.000%	0.000%
Obligations of The State of Texas, Agencies & Instrumentalities	0.000%	0.000%	0.000%	0.000%	0.000%
Demand Deposits**	1.000%	1.000%	1.000%	1.000%	1.000%
Escrow Funds	2.173%	2.173%	2.173%	2.173%	2.173%
<b>Total NBU Yield</b>	<b>3.648%</b>	<b>3.967%</b>	<b>4.013%</b>	<b>3.780%</b>	<b>3.852%</b>
90 Day T-Bill	5.253%	5.240%	5.243%	4.865%	5.150%

\* U.S. Govt. Securities includes a \$5 million 10 year Community Assistance maturity at 1.79%

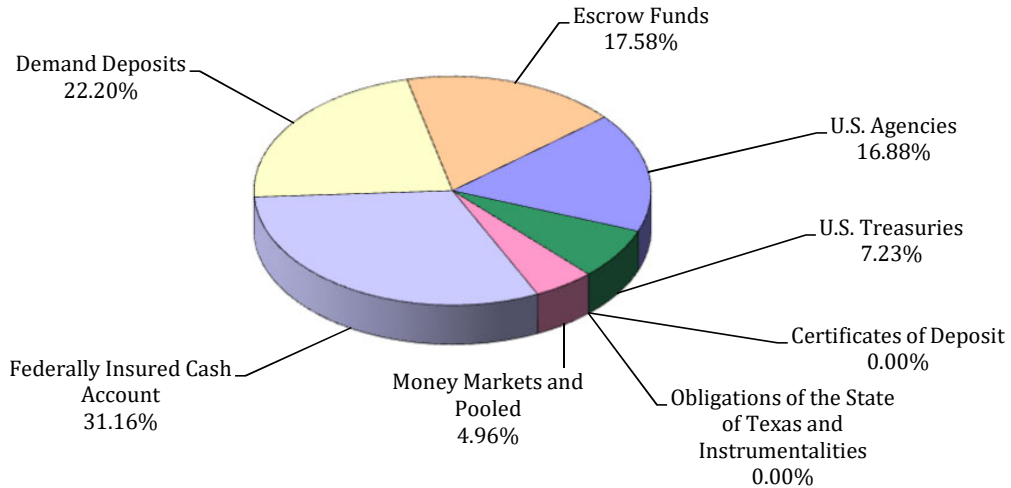
\*\* The Demand Deposits interest rate reflects NBU's earnings credit rate with Frost Bank. Earnings are solely used to offset Frost Bank fees for the month.



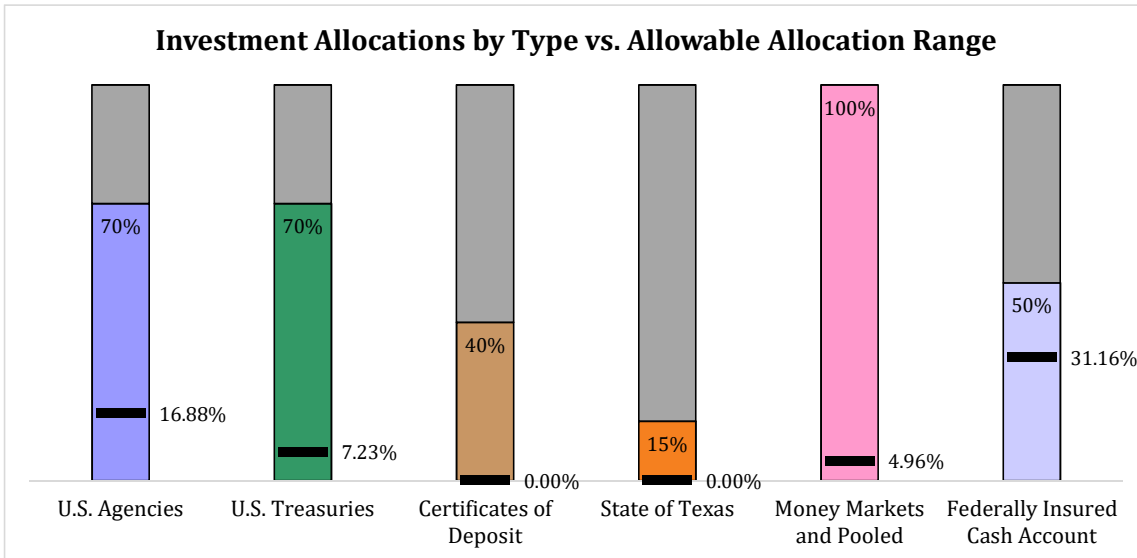
**New Braunfels Utilities**  
**Investment Portfolio Mix vs. Allowable Allocations**  
**Quarter Ended October 31, 2024**  
**(000's)**



**Investments by Type**



**Investment Allocations by Type vs. Allowable Allocation Range**



Note: Colored area in bar represents allowable allocation range

# Quarterly Investment Report

As of October 31, 2024



Jessica Coleman, Finance & Risk Manager

# Investment Portfolio Summary

Item 3.

	Ending Invested Value	Percentage of Portfolio	Weighted Average Maturity (in days)	Weighted Average Days to Call
<b>Daily Liquidity Funds</b>				
Money Markets	\$ -	0.0%	1	1
Pooled Funds	11,151,397	5.0%	1	1
<b>Total Money Markets &amp; Pooled</b>	<b>\$ 11,151,397</b>	<b>5.0%</b>	<b>1</b>	<b>1</b>
Federally Insured Cash Account	\$ 70,120,176	31.2%	1	1
Demand Deposits	49,955,621	22.2%	1	1
<b>Daily Liquidity Funds Total</b>	<b>\$ 131,227,194</b>	<b>58.3%</b>	<b>1</b>	<b>1</b>
<b>Escrow Funds Total</b>	<b>\$ 39,549,308</b>	<b>17.6%</b>	<b>1</b>	<b>1</b>
U.S. Agencies	\$ 37,982,126	16.9%	36	36
U.S. Treasuries *	16,278,116	7.2%	7	7
Certificates of Deposit	-	0.0%	0	0
Obligations of The State of Texas, Agencies & Instrumentalities	-	0.0%	0	0
<b>Total Invested Funds</b>	<b>\$ 225,036,744</b>	<b>100.0%</b>	<b>47</b>	<b>47</b>
			Max = 450	Max = 300

\* WAM and WAM to Call exclude a \$5 Million investment in the Community Assistance Fund having a remaining maturity of 5.0 years.

<b>Liquidity Requirement</b>	
Total Daily Liquid Funds	\$ 131,227,194
Average Monthly Operating Expense (FY 2025 Budgeted Operating Expenses ÷ 12)	\$ 19,515,241
Operating Expense Liquidity Coverage Ratio	\$ 6.72
Number of Days Coverage of Operating Expenses	<b>202</b>
	Min = 30

# Rolling Four Quarter Annualized Yield By Investment Type

Item 3.

Investment Type	10/31/2024	Rolling Four Quarter Average
U.S. Govt. Securities*	4.465%	4.402%
Federally Insured Cash Account	4.933%	5.105%
Pooled Funds	5.118%	5.275%
Money Markets	0.000%	0.000%
Certificates of Deposit	0.000%	0.000%
Obligations of The State of Texas, Agencies & Instrumentalities	0.000%	0.000%
Demand Deposits**	1.000%	1.000%
Escrow Funds	2.173%	2.173%
<b>Total NBU Yield</b>	<b>3.780%</b>	<b>3.852%</b>
90 Day T-Bill	4.865%	5.150%

\* U.S. Govt. Securities includes a \$5 million 10 year Community Assistance maturity at 1.79%

\*\* The Demand Deposits interest rate reflects NBU's earnings credit rate with Frost Bank. Earnings are solely used to offset Frost Bank fees for the month.

## Mission

Strengthening our community by providing resilient essential services

## + Vision

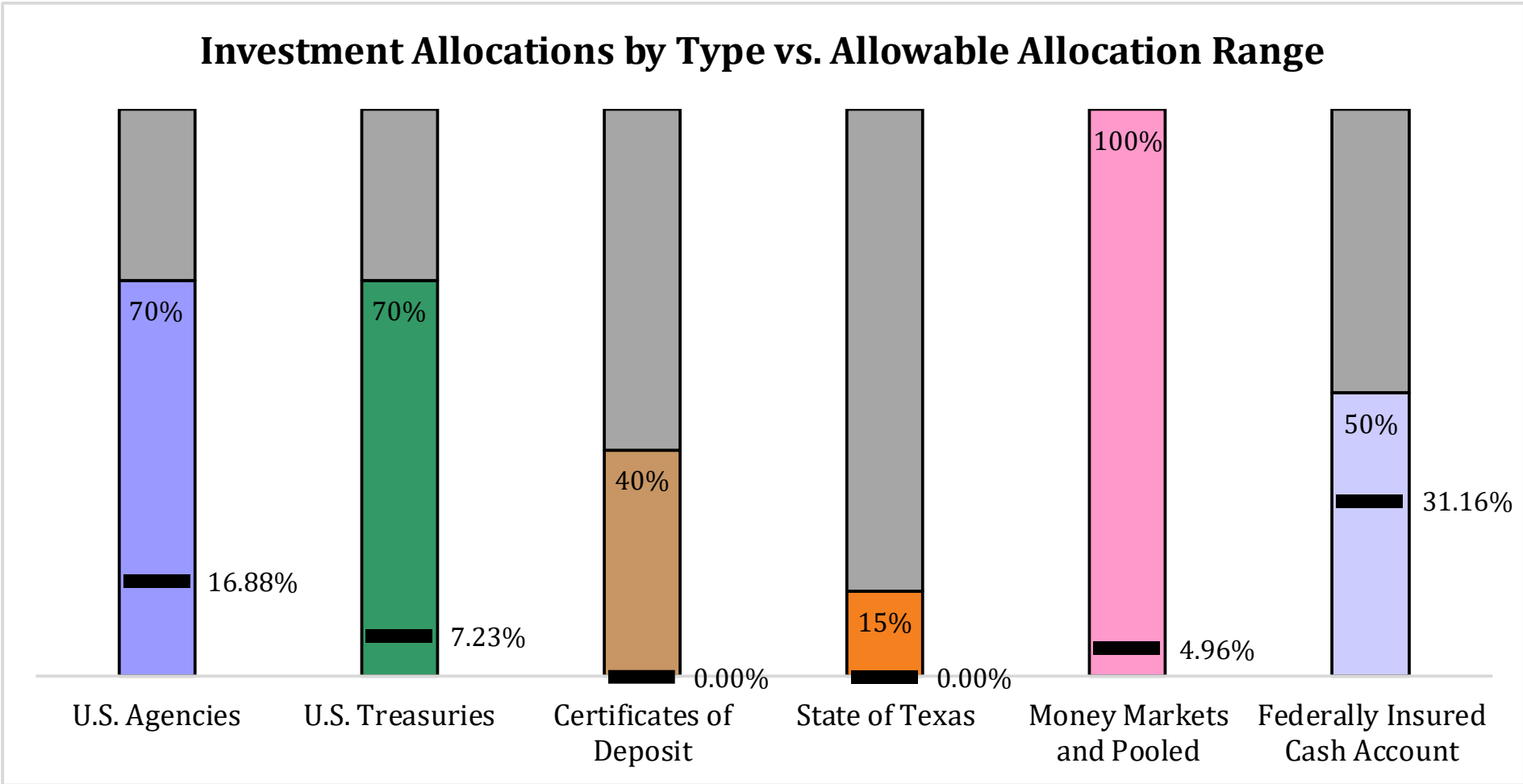
Be a trusted community partner dedicated to excellence in service

## + Core Values

Safety, Team, Integrity, Culture, and Stewardship

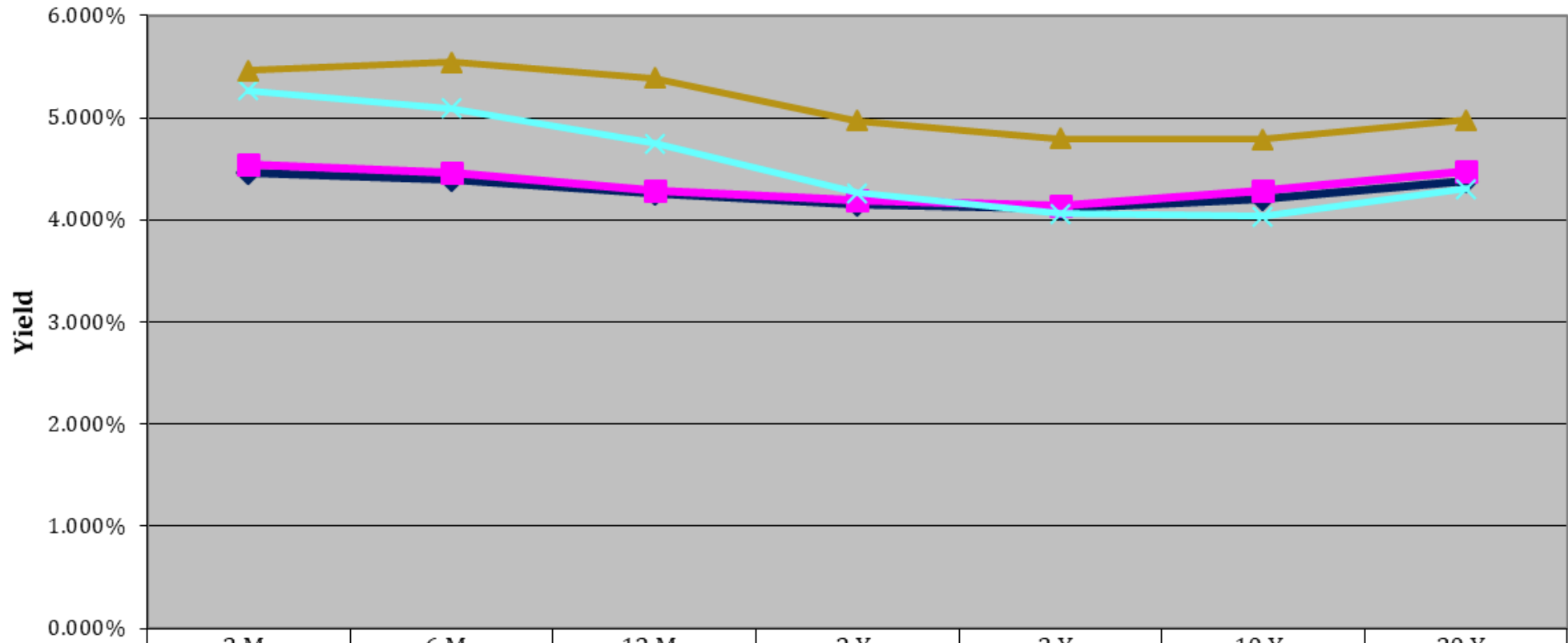
# Investment Allocations vs. Investment Allowable Range

Item 3.



Note: Colored area in bar represents allowable allocation range

# U.S. Treasury Yield Curve



	3 Mo	6 Mo	12 Mo	2 Yr	3 Yr	10 Yr	30 Yr
Current (12/04/2024)	4.460%	4.400%	4.260%	4.146%	4.110%	4.210%	4.380%
Quarter End (10/31/2024)	4.547%	4.467%	4.285%	4.189%	4.144%	4.290%	4.477%
Last Quarter (07/31/2024)	5.264%	5.089%	4.749%	4.266%	4.061%	4.035%	4.306%
Four Quarters Ago (10/31/2023)	5.464%	5.545%	5.389%	4.971%	4.793%	4.791%	4.974%

## Mission

Strengthening our community by providing resilient essential services

## + Vision

Be a trusted community partner dedicated to excellence in service

## + Core Values

Safety, Team, Integrity, Culture, and Stewardship

# Commercial Paper Update

CUSIP	Par Amount	Nominal Rate	Issue Date	Maturity Date	Total Days	Total Interest
64257PBV1	10,400,000.00	3.75%	7/23/2024	9/17/2024	56	59,672.13
64257PBW9	4,600,000.00	3.95%	7/23/2024	9/17/2024	56	27,801.09
64257PBX7	9,700,000.00	3.40%	9/17/2024	11/12/2024	56	50,461.20
64257PBY5	5,300,000.00	3.60%	9/17/2024	11/12/2024	56	29,193.44
64257PBZ2	9,285,000.00	3.90%	10/23/2024	12/17/2024	55	54,416.19
64257PB25	10,715,000.00	3.40%	10/23/2024	1/14/2025	83	82,652.20
64257PB33	8,500,000.00	3.50%	11/12/2024	11/14/2024	2	1,625.68
64257PB41	6,500,000.00	3.40%	11/12/2024	2/4/2025	84	32,007.70
64257PB58	8,500,000.00	4.00%	11/14/2024	1/14/2025	61	56,699.75

Note: The table above shows the commercial paper notes with an issue date and/or maturity date that occurred during the reporting period and any currently outstanding commercial paper notes.



---

**Meeting Date:** December 12, 2024      **Agenda Type:** Items from Staff

**From:** Kayla Byers      **Reviewed by:** Shawn Schorn  
Business Planning      Director of Business Planning  
Coordinator

**Submitted by:** Mark Steelman      **Approved by:** Ryan Kelso  
Chief Operations Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Quarterly Capital Update

---





# CIP Update

• FY2024 Q4

December 12, 2024

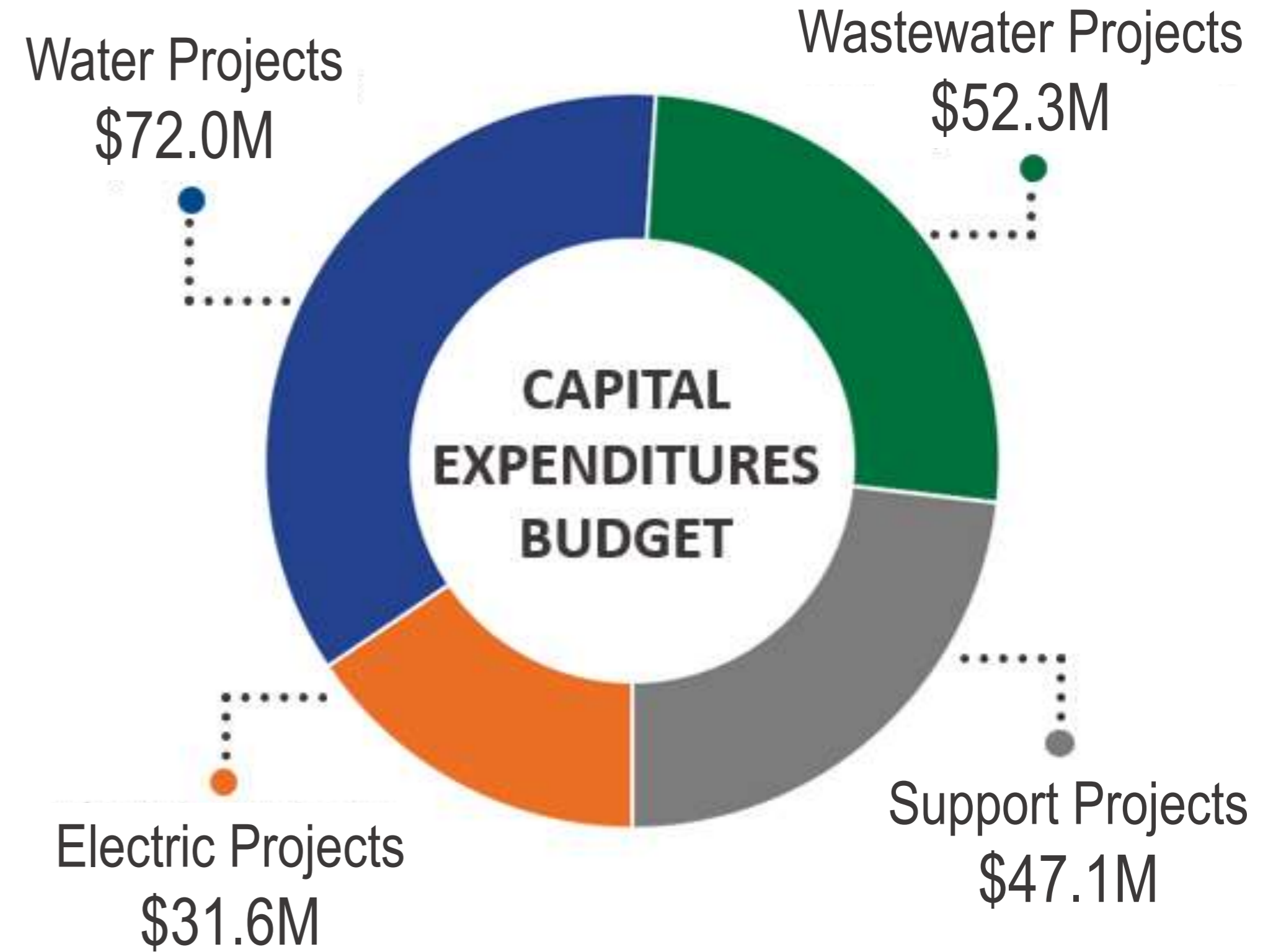
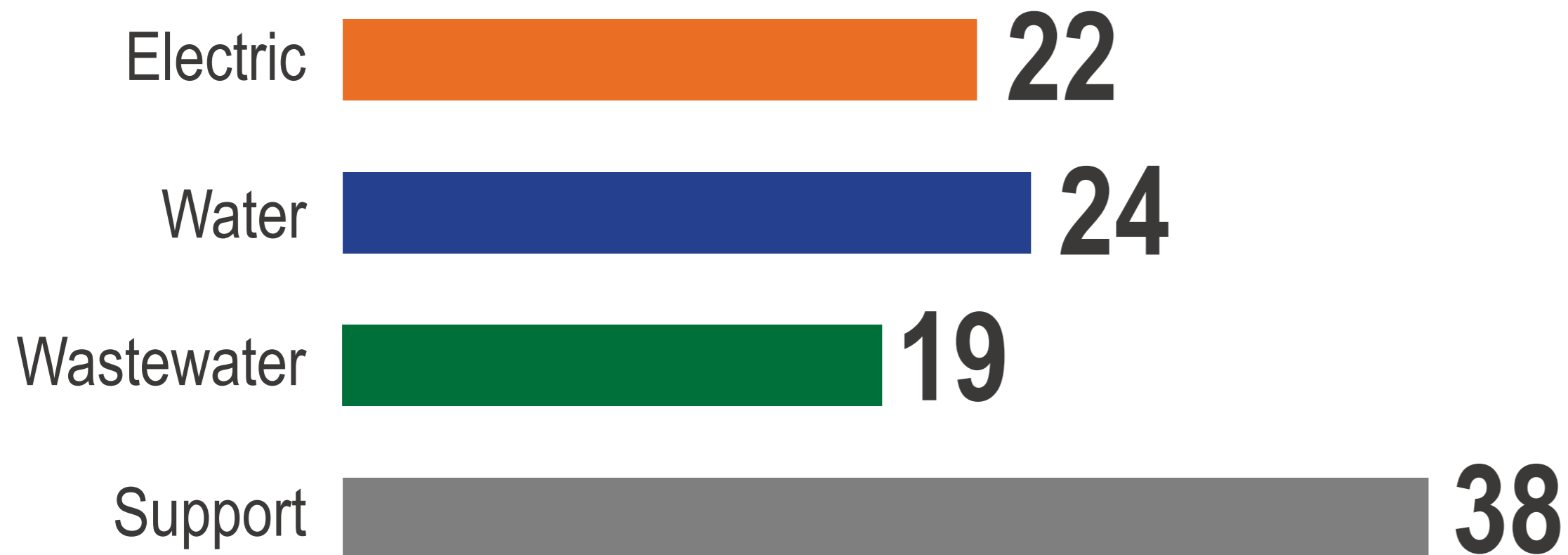


Program Status through July 2024

Performance & Accomplishments for each line of business

# FY 2024 Capital Projects

## PROJECT COUNT



### BUDGET

Developed in February 2023 based on expected project costs

**\$202,959,183**

### SPENDING

Year-to-date project spending through July 2024

**\$159,972,024**

### YTD %

Year-to-date project spending versus budget (July 2024)

**79%**

### VARIANCE

Difference between budget and year-end actual costs

**\$42,987,159**

#### Mission

Strengthening our community by providing resilient essential services



#### Vision

Be a trusted community partner dedicated to excellence in service

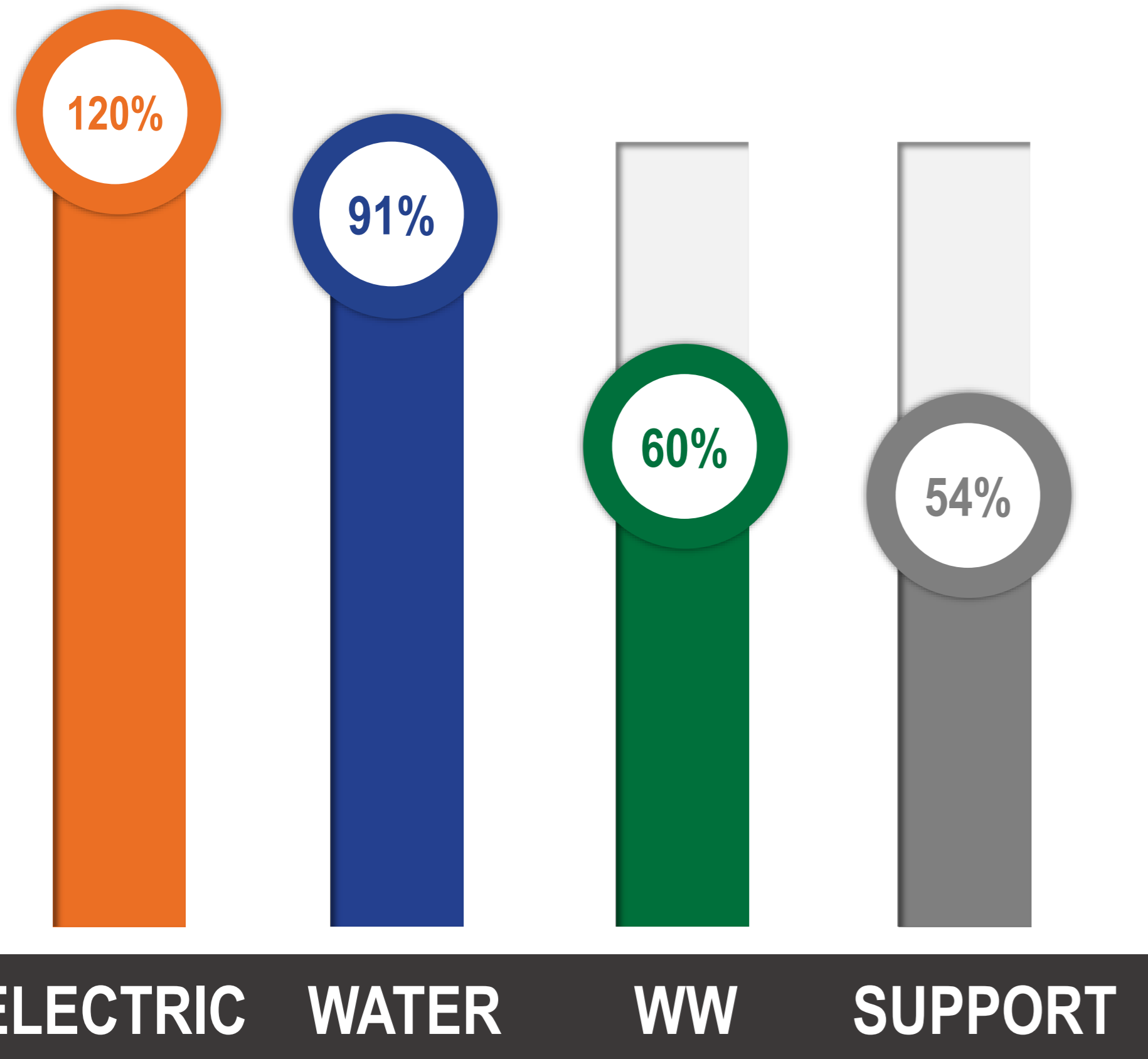


#### Core Values

Safety, Team, Integrity, Culture, and Stewardship

# FY 2024 Spending vs Budget










## YTD Actual Spending vs Budget



- Electric projects over budget by \$6.2M due to delivery of substation power transformers
- Water projects slightly under budget
- Wastewater and Support projects significantly under budget due to project delays and canceled projects throughout the year
- Water and Wastewater projects ended at or above baseline projections, which are prepared in Q1 of the fiscal year

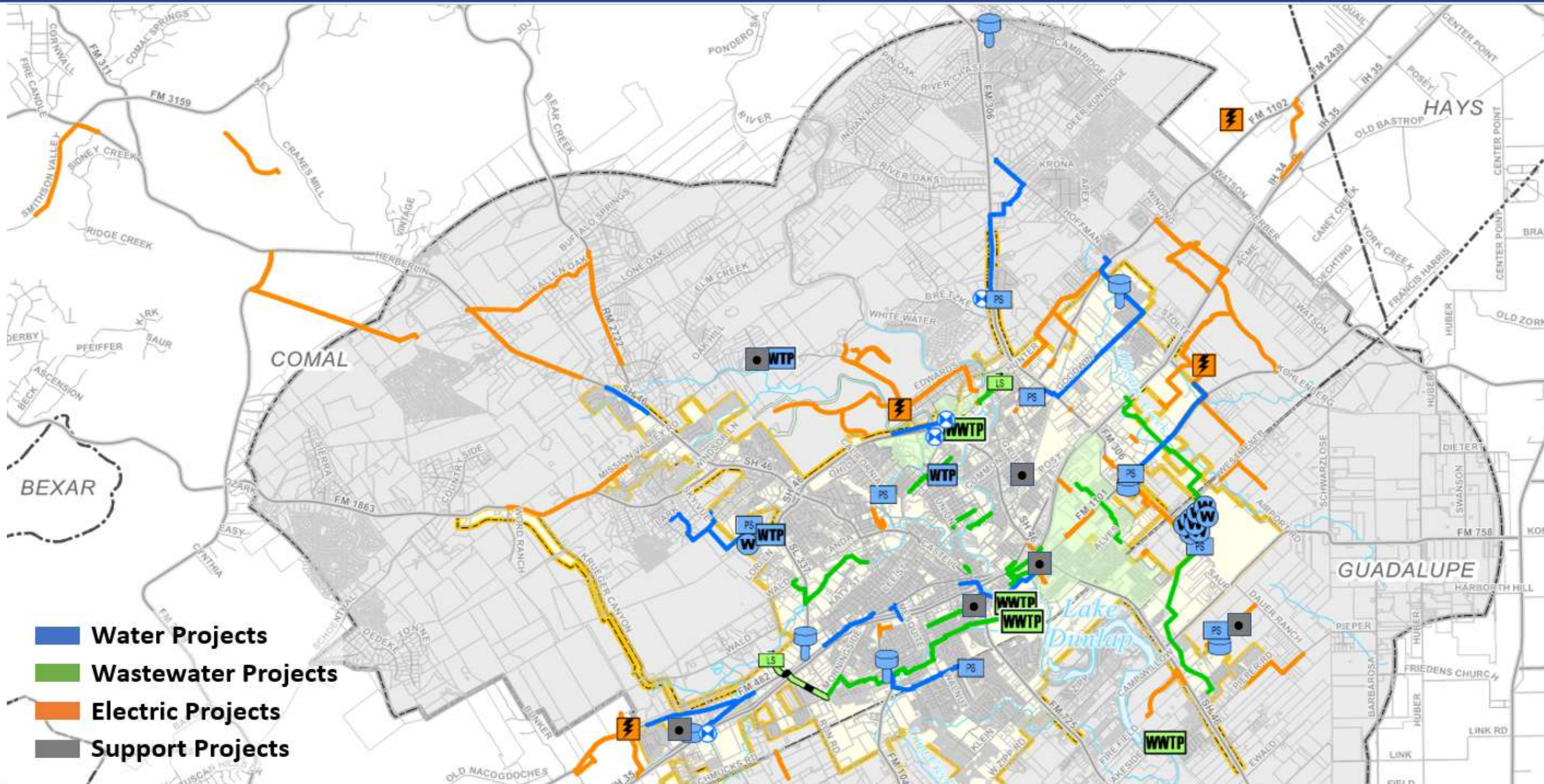


# Project Stage

	NOT STARTED 	PLANNING OR STUDY 	DESIGN & LAND ACQ. 	CONSTRUCTION OR EXECUTION 	COMPLETE 				
 WATER	1	→	0	→	7	→	13	→	3
 WASTEWATER	1	→	0	→	10	→	6	→	2
 ELECTRIC	0	→	1	→	6	→	4	→	11
 SUPPORT	11	→	6	→	5	→	7	→	9
<b>Q4 TOTAL</b>	<b>13</b>	→	<b>7</b>	→	<b>28</b>	→	<b>30</b>	→	<b>25</b>
<b>FY24 Q3 TOTAL</b>	<b>14</b>	→	<b>15</b>	→	<b>25</b>	→	<b>39</b>	→	<b>10</b>



# Capital Projects (5-Year Plan)



## Mission

Strengthening our community by providing resilient essential services

## + Vision

Be a trusted community partner dedicated to excellence in service

## + Core Values

Safety, Team, Integrity, Culture, and Stewardship



# Traffic Impacts

- Current Traffic Impacts**
- Traffic Impacts Expected in the next 6 months (none)**

**Mission /Westpointe WLS**

- Traffic impacts: minor/periodic impacts through Spring 2025

**Conrads Elevated Storage Tank**

- Traffic impacts: minor/periodic impacts through end of the year

**Gruene Road Sewer Main Rehab/Relocation**

- Traffic impacts: Lane and road closures and minor detours
- Expected NTP: January 2025

**Landa and Elm Street Waterlines**

- Traffic impacts: Lane closures in Spring 2025
- Expected NTP: December 2024



# CIP Performance and Accomplishments



## Mission

Strengthening our community by providing resilient essential services

+

## Vision

Be a trusted community partner dedicated to excellence in service

+

## Core Values

Safety, Team, Integrity, Culture, and Stewardship

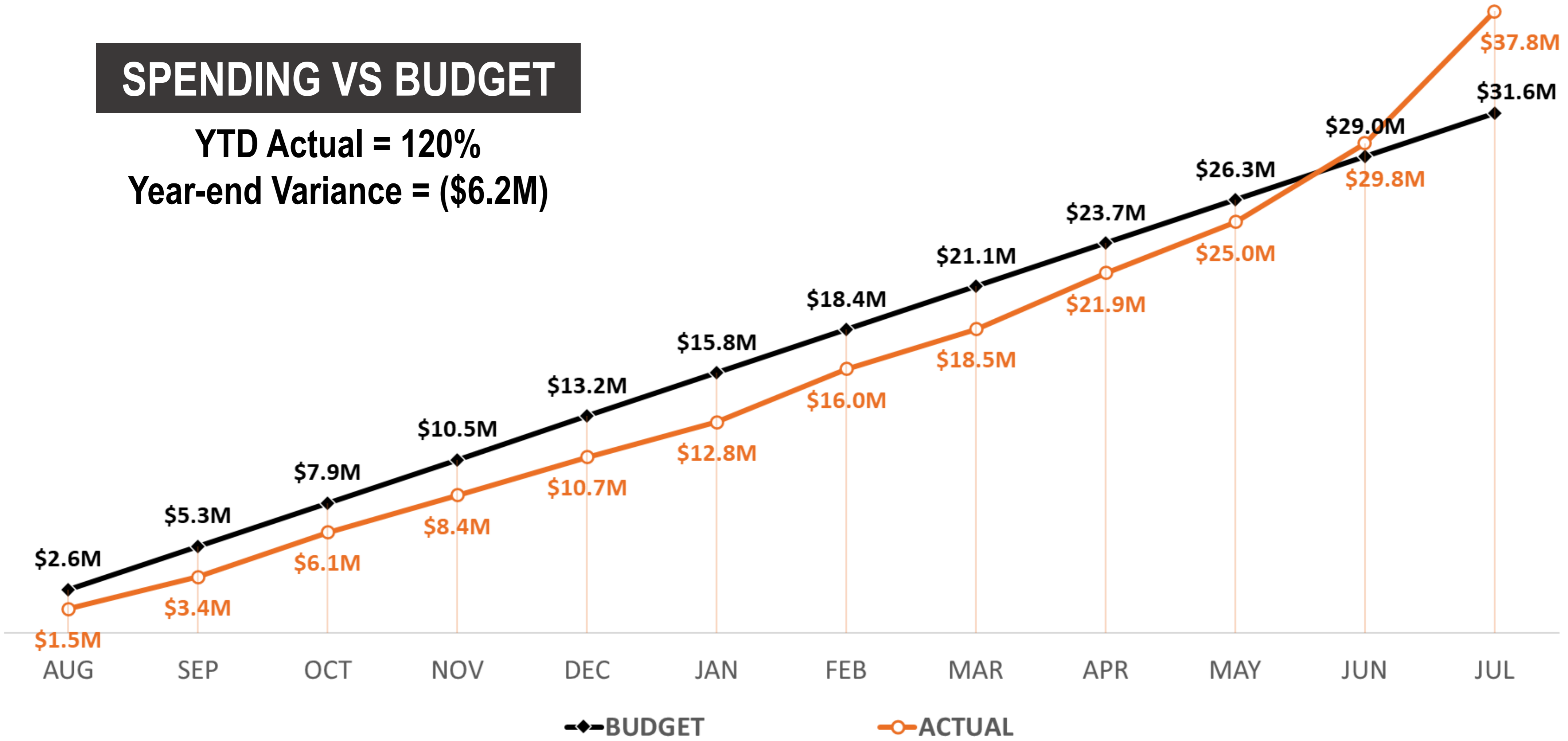




# Electric – Spending vs Budget

## SPENDING VS BUDGET

YTD Actual = 120%  
Year-end Variance = (\$6.2M)



### Mission

Strengthening our community by providing resilient essential services

### + Vision

Be a trusted community partner dedicated to excellence in service

### + Core Values

Safety, Team, Integrity, Culture, and Stewardship





# Q4 Electric Accomplishments

- Added 1,111 metered customers Q4 FY24, within previously completed developments and wholly new developments.
- FY24 ended at 4,409 metered customer additions, an all-time yearly high (8.36% growth).
- Energized service to 2 single-family projects and 4 multi-family projects. Major projects include
  - Spring Valley Unit#3
  - Solms Landing Apartments (now called The Linden)
  - Sophie Apartments
  - Abbey at Veramendi Apartments
  - Prose Apartments
- Completed construction of and energizing of EC24 Cemex Quarry, Feeder#47.
- Completed construction of and energizing of HE11 Havenwood, Feeder#48.
- Initiated a Three-Phase Upgrade from Smithson Valley to Stoney Ridge, 2.11 miles. The upgrade adds capacity to serve 35 homes within Mustang Vista, on the NBU side of the boundary.



## Mission

Strengthening our community by providing resilient essential services



## Vision

Be a trusted community partner dedicated to excellence in service



## Core Values

Safety, Team, Integrity, Culture, and Stewardship





# Feature Projects - Electric



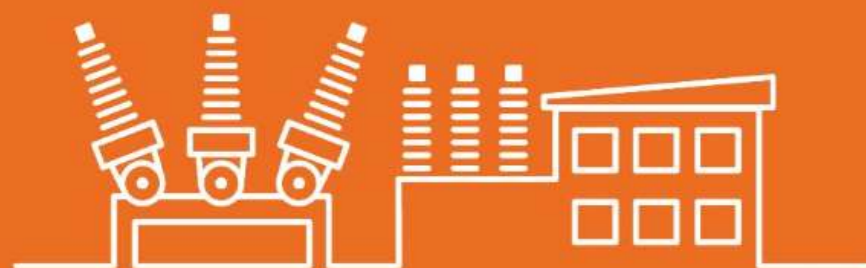
## DISTRIBUTION



## TRANSMISSION



## SUBSTATION



### CO14 Kentucky Blvd Feeder

Completion: December 2024

Purpose: The eighth feeder served from Comal Substation and the 49th feeder for NBU. It will help split load of the existing LO12 Valley View feeder and service the Borchers Blvd. region of Veramendi. The feeder exit civil work was constructed by substation contract crews, while the underground cable was pulled in and terminated by in-house crews. The underground feeder exit distance totals 2,000ft, the longest UD feeder exit in the system, for now!

### Mission

Strengthening our community by providing resilient essential services



### Vision

Be a trusted community partner dedicated to excellence in service



### Core Values

Safety, Team, Integrity, Culture, and Stewardship

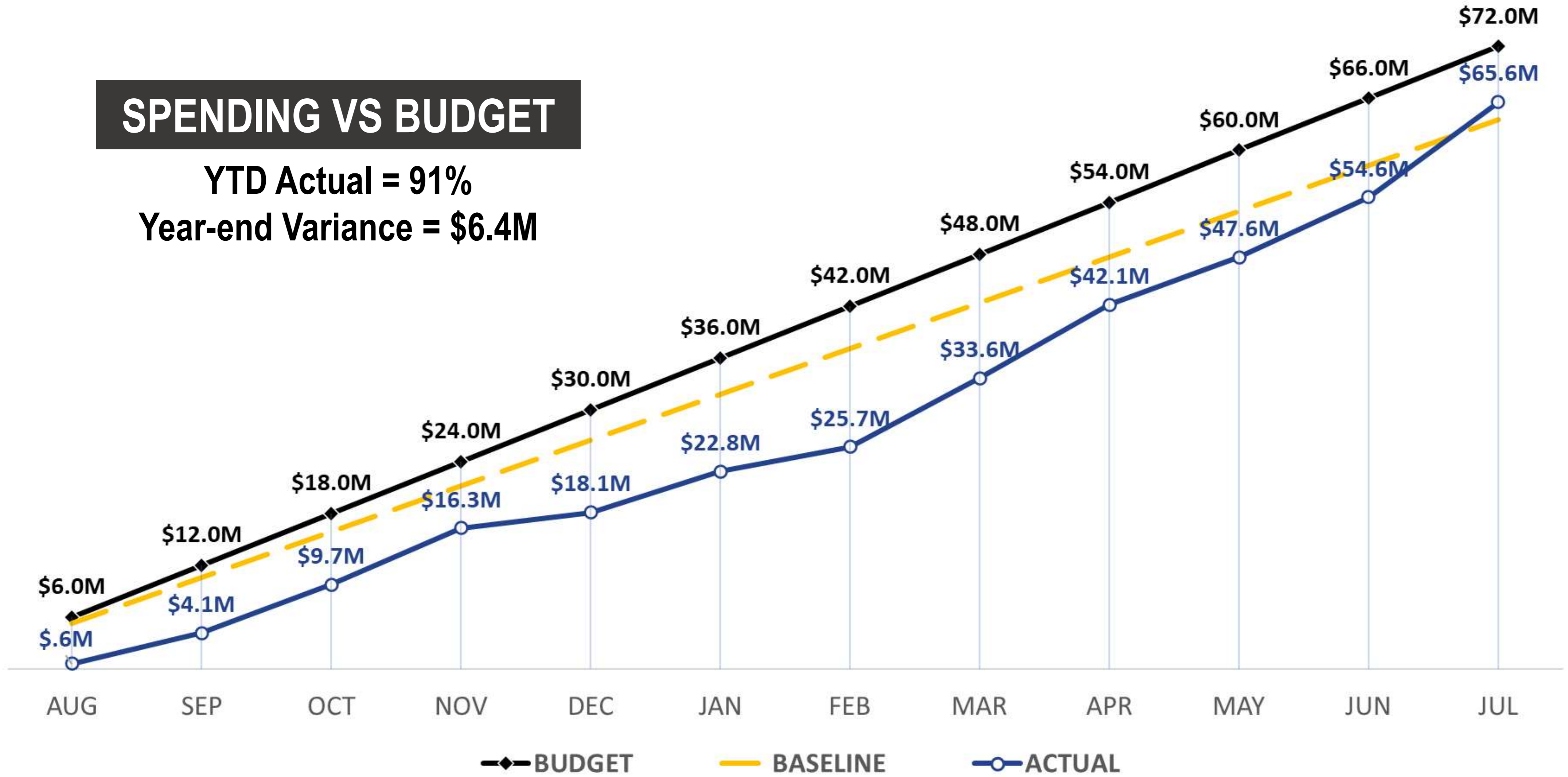




# Water – Spending vs Budget

## SPENDING VS BUDGET

YTD Actual = 91%  
Year-end Variance = \$6.4M



### Mission

Strengthening our community by providing resilient essential services

### + Vision

Be a trusted community partner dedicated to excellence in service

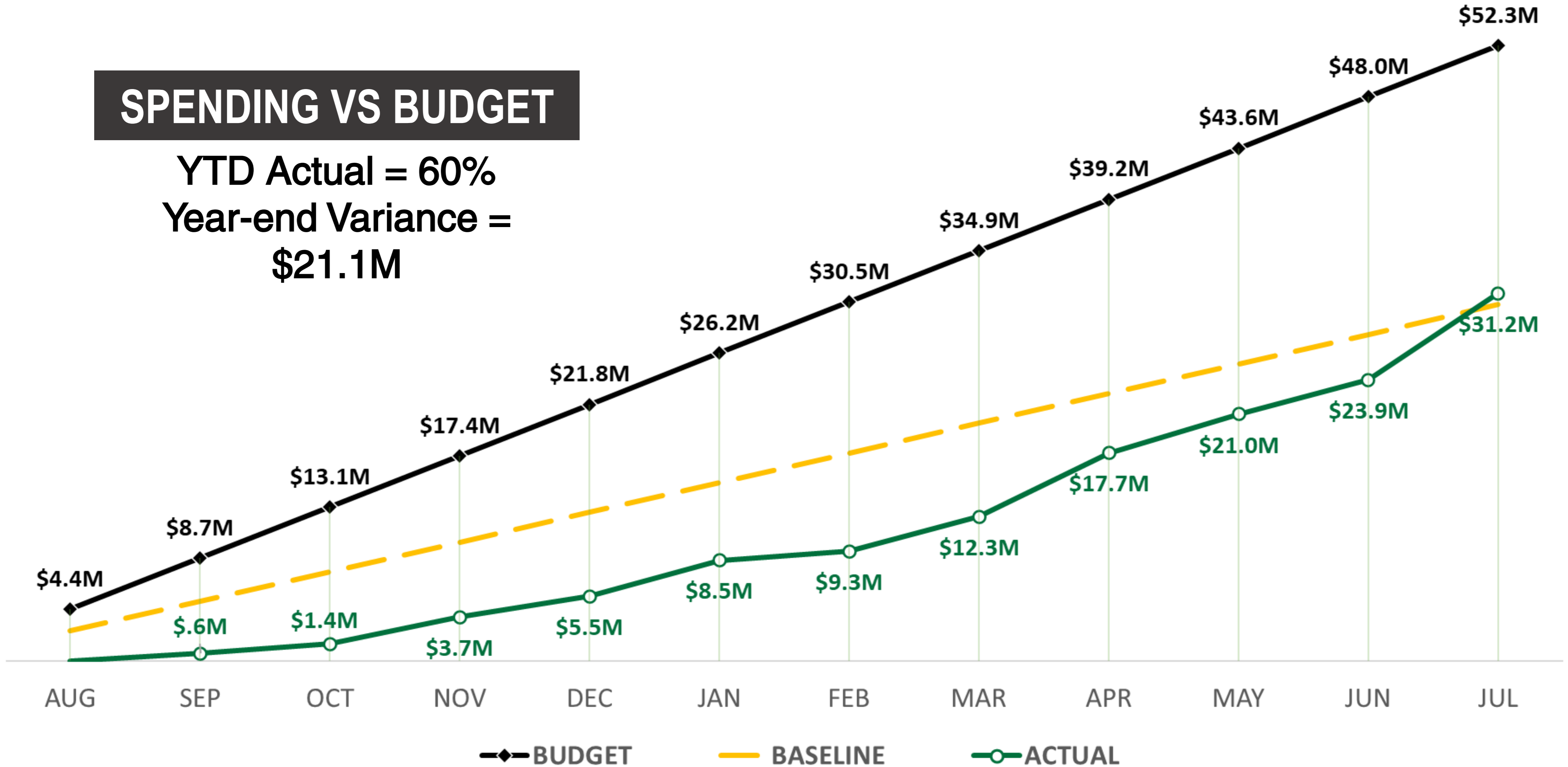
### + Core Values

Safety, Team, Integrity, Culture, and Stewardship

# Wastewater – Spending vs Budget

## SPENDING VS BUDGET

YTD Actual = 60%  
Year-end Variance =  
\$21.1M



### Mission

Strengthening our community by providing resilient essential services

### + Vision

Be a trusted community partner dedicated to excellence in service

### + Core Values

Safety, Team, Integrity, Culture, and Stewardship



# Q4 Water/Wastewater Accomplishments

## • FY24 Administration

- 633 Invoices processed
- 31 Board Items
- 38 Contracts executed
- 433 developer plan reviews

## • Landa Pump Station Improvements – in service

- Well 5 pump replacement (increased capacity),
- Pump station expansion
- Ground storage tank rehabilitation
- Texas Standpipe decommission (merged Texas and Loop pressure zones)

## • GBRA Interconnect/Weltner Pump Station – in service

- 10 MGD pump station
- 1.5 MG ground storage tank
- Delivery point for Gonzales Carrizo Water Supply Project

## • McKenzie WRF Construction

- On track ~ 29% complete





# Feature Projects - Water

## WATER

SUPPLY



TREATMENT



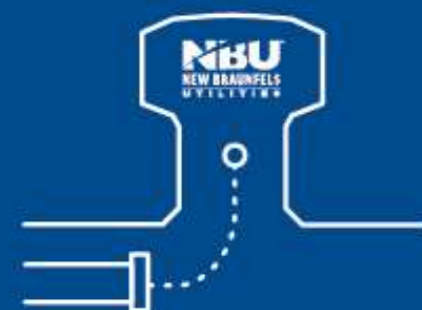
DISTRIBUTION PUMPING



TRANSMISSION



ELEVATED STORAGE



### GBRA Interconnect / Weltner Pump Station

Completion: Q4 2024

Purpose: Provides a point of delivery for the GCWSP (Gonzales Carrizo Water Supply Project) via a 10 MGD Pump Station, 1.5 MG Ground Storage Tank, and connection to the ARWA (Alliance Regional Water Authority) pipeline network.

### Mission

Strengthening our community by providing resilient essential services



### Vision

Be a trusted community partner dedicated to excellence in service



### Core Values

Safety, Team, Integrity, Culture, and Stewardship





# Feature Projects - Wastewater

## WASTEWATER

### COLLECTION



### TRANSMISSION



### TREATMENT



### Gruene Road Sewer Main Rehab/Relocation

Expected NTP: February 2025

Purpose: Upsize of the existing sewer main within Gruene Road along the frontage of Gruene Hall and the Cantina Del Rio, new odor control unit and inverted siphon box located at the back of the Cantina, and new siphon piping from the siphon box to the old Gruene WWTP site along Gruene Road.

### Mission

Strengthening our community by providing resilient essential services



### Vision

Be a trusted community partner dedicated to excellence in service



### Core Values

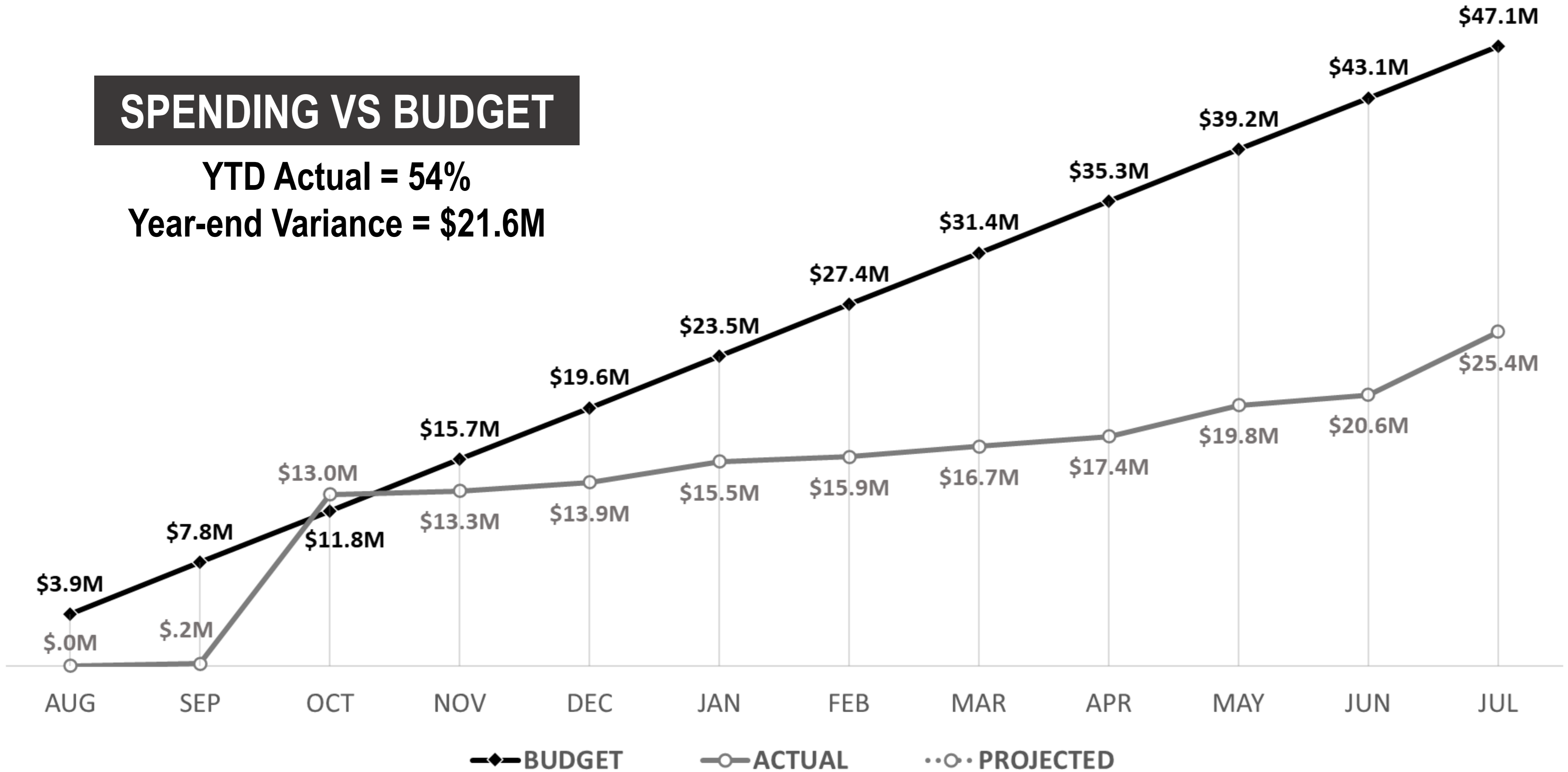
Safety, Team, Integrity, Culture, and Stewardship



# Support – Spending vs Budget

## SPENDING VS BUDGET

YTD Actual = 54%  
Year-end Variance = \$21.6M



### Mission

Strengthening our community by providing resilient essential services

### + Vision

Be a trusted community partner dedicated to excellence in service

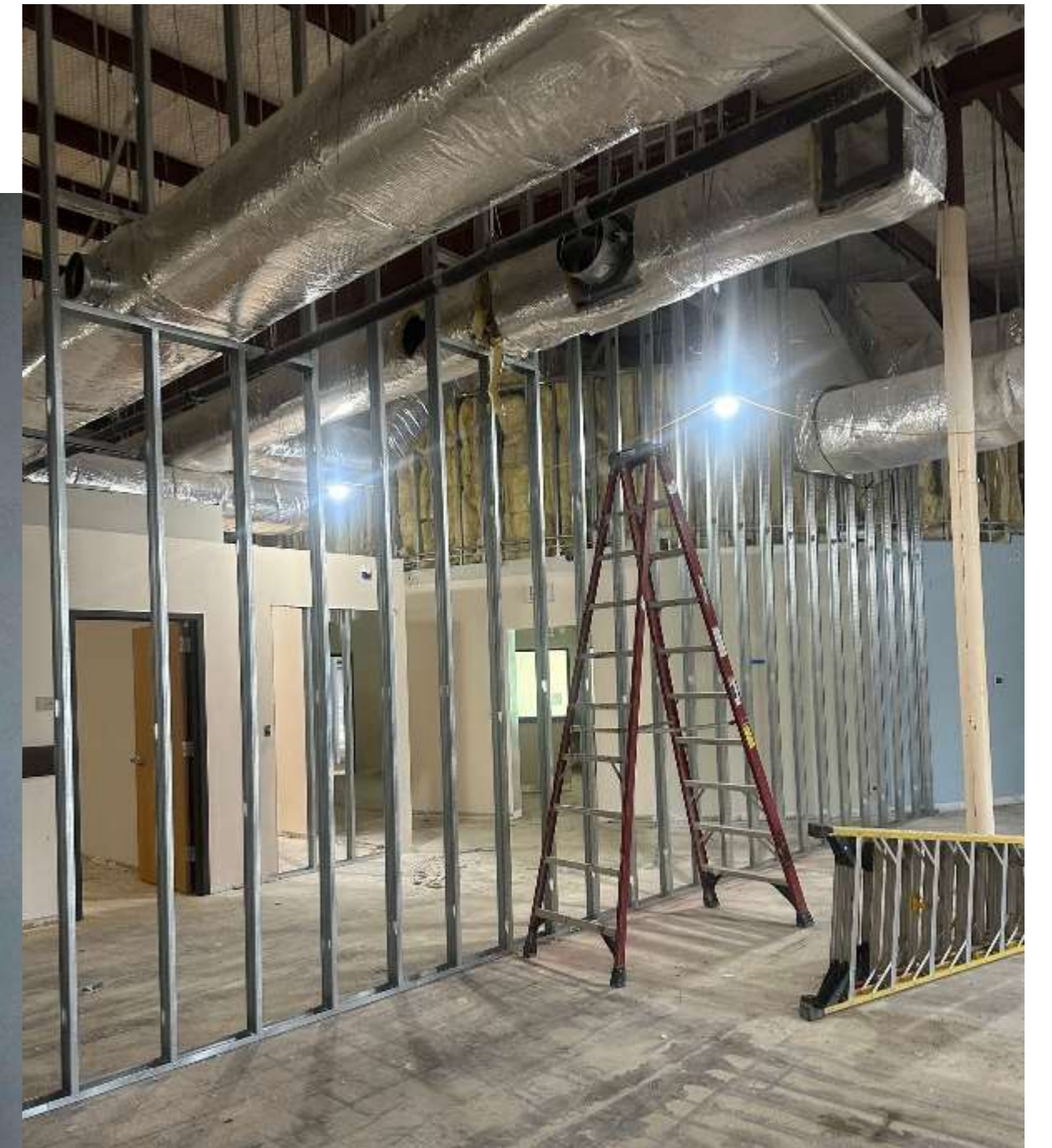
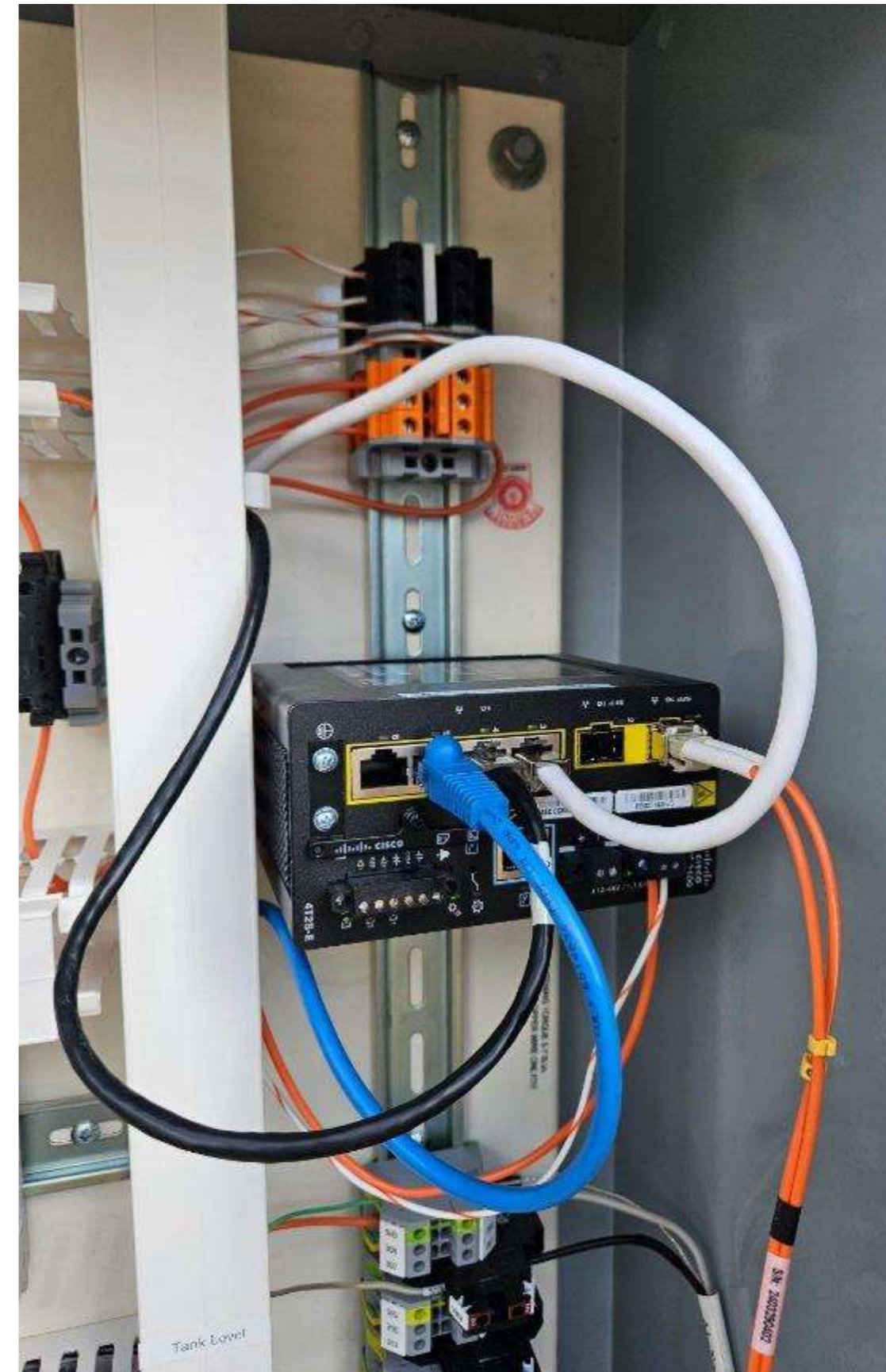
### + Core Values

Safety, Team, Integrity, Culture, and Stewardship



# Q4 Support Accomplishments

- Completed design and permitting of the Annex
- Completed demolition of the Annex along with NBU-provided site lighting
- Completed network cabling and Wi-Fi installation at Annex
- Phase I of Water SCADA Switch Replacement completed
- Fiber Master Plan design phase complete





# Feature Projects - Support

## SUPPORT

### FLEET & FACILITIES



### INFORMATION TECHNOLOGY



### SYSTEMS CONTROL



### DATA STRATEGY



### Feature Project

Completion: Q3 2025

Purpose: Replacing aging and unreliable FM Radios with cellular routers will provide more resiliency and real-time communication and monitoring capabilities at our remote locations. Adding a layer of security to our SCADA networks while leveraging wireless, private connections.

### Mission

Strengthening our community by providing resilient essential services



### Vision

Be a trusted community partner dedicated to excellence in service



### Core Values

Safety, Team, Integrity, Culture, and Stewardship



---

## QUESTIONS

### Mission

Strengthening our community by providing resilient essential services



### Vision

Be a trusted community partner dedicated to excellence in service



### Core Values

Safety, Team, Integrity, Culture, and Stewardship





**Meeting Date:** December 12, 2024      **Agenda Type:** Items from Staff

**From:** Andrew Cummings  
Conservation and Customer  
Solutions Manager      **Reviewed by:** David Hubbard  
Chief Administrative Officer

**Submitted by:** David Hubbard  
Chief Administrative Officer      **Approved by:** Ryan Kelso  
Chief Executive Officer

**RECOMMENDED ACTION:** Drought Update Report

---



# Drought Update



**Andrew Cummings, Conservation and Customer Services Manager**

- December 12, 2024

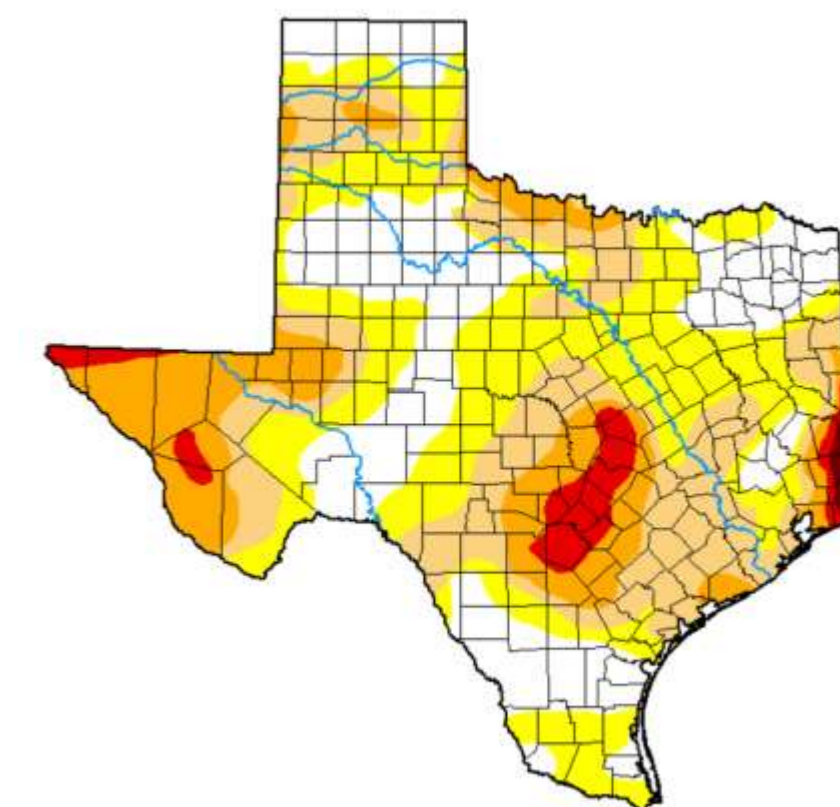


# 2024 Drought Synopsis

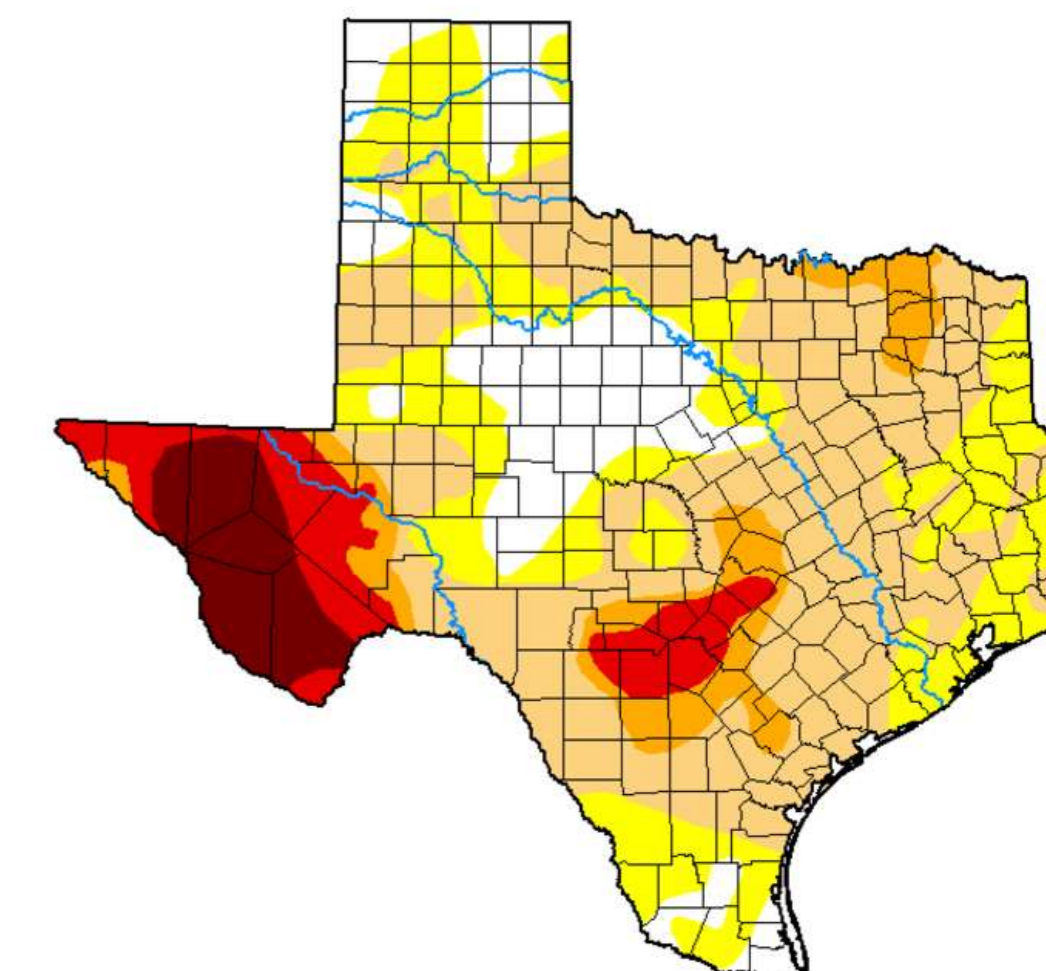
	2023	2024	Average
<b>Climatological Monitoring (as of 11/20/2024)</b>			
Rainfall Cumulative Total (inches)	18.14"	21.6"	27.22" thru October
Max Temperature (°F)	106°F	106°F	102°F

<b>Water Level Monitoring (as of 11/20/2024)</b>			
EAA J17 Level ('msl)	Mid-630's	Hi-620's	Mid-660's
Comal Springs (cfs)	115	75	298
San Marcos Springs (cfs)	87	82	178
Canyon Lake ('msl)	888.9	882.02	909

November 2023



November 2024



■ Abnormally Dry 
 ■ Moderate 
 ■ Severe 
 ■ Extreme 
 ■ Exceptional

## Mission

Strengthening our community by providing resilient essential services



## Vision

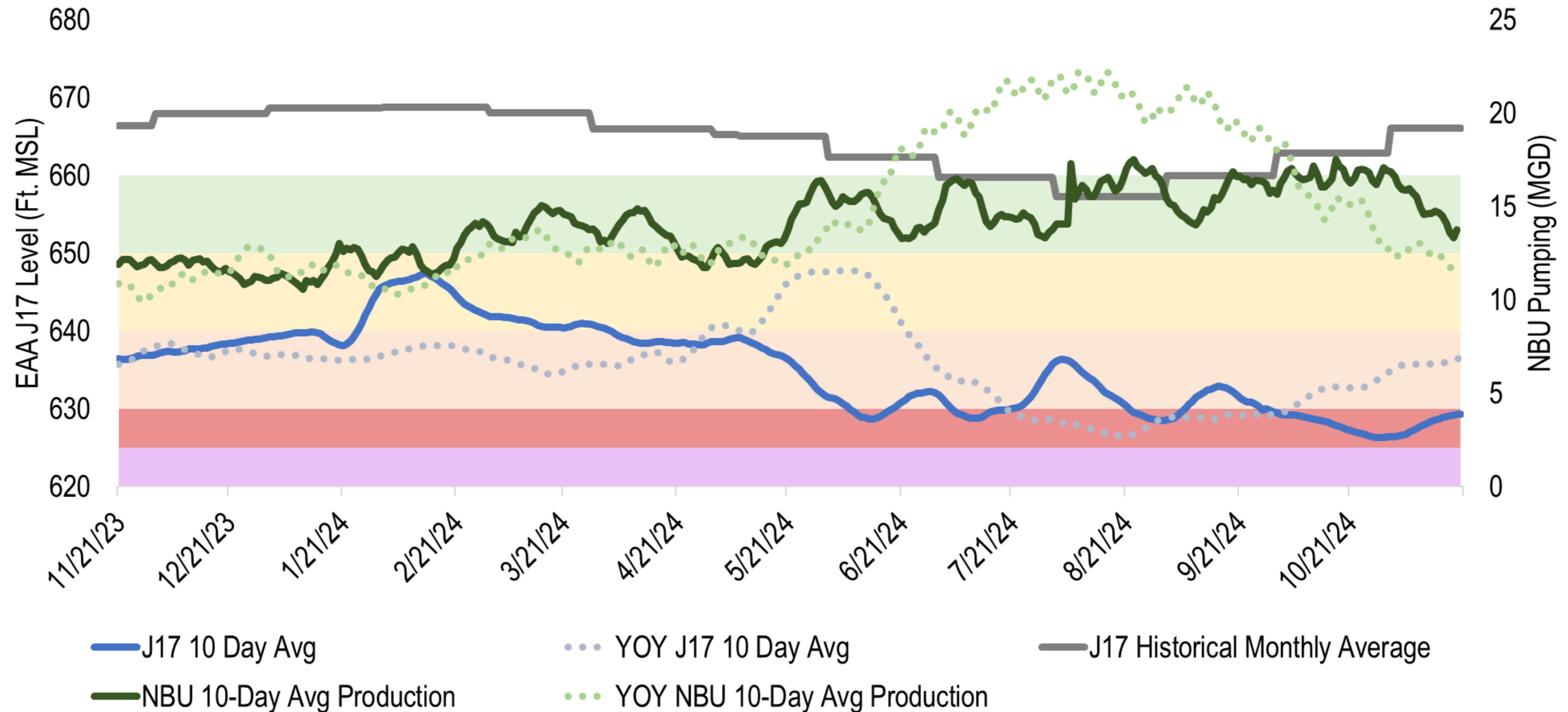
Be a trusted community partner dedicated to excellence in service



## Core Values

Safety, Team, Integrity, Culture, and Stewardship

# EAA J17 Levels and NBU Pumping



## Mission

Strengthening our community by providing resilient essential services

## + Vision

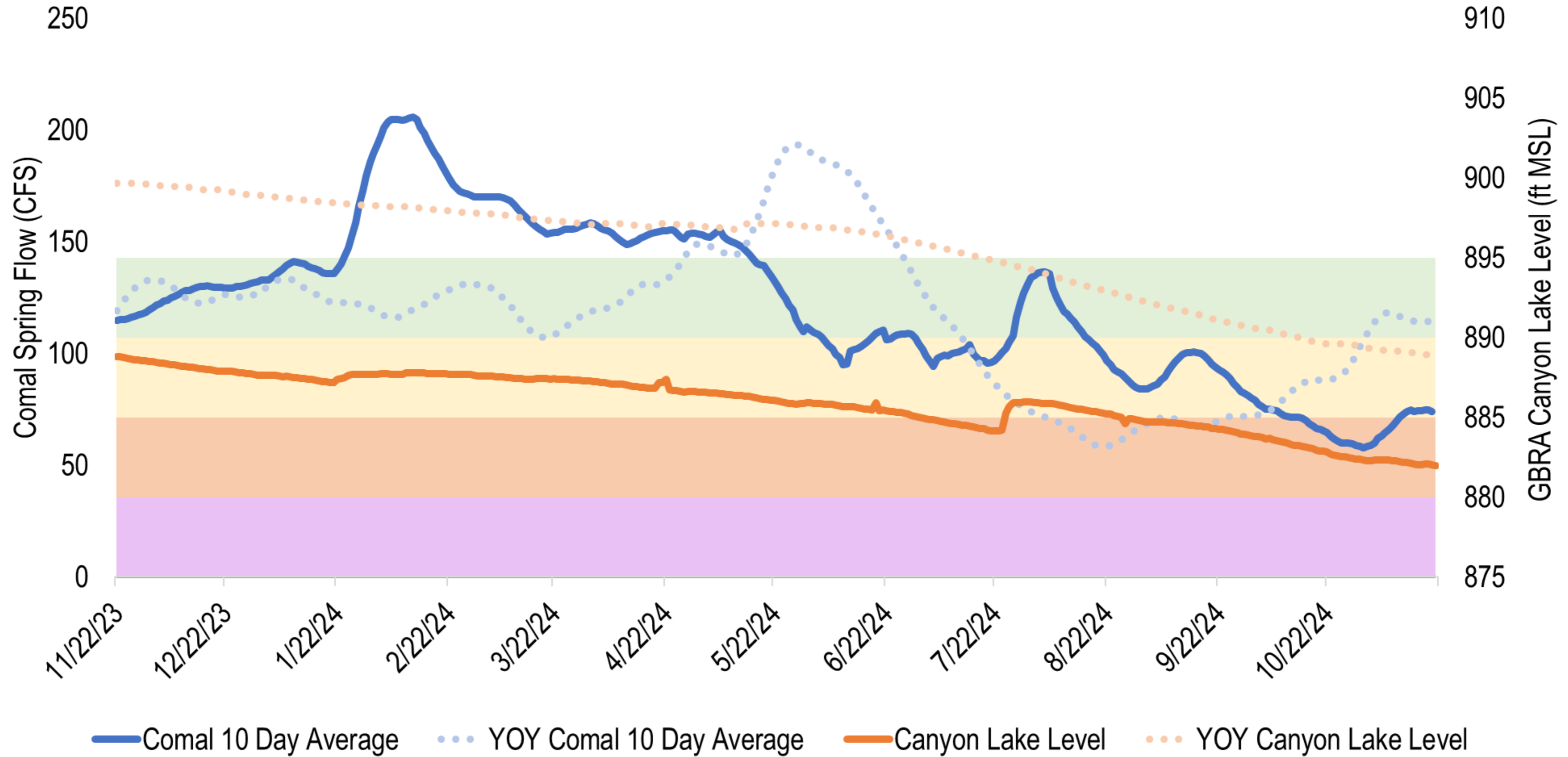
Be a trusted community partner dedicated to excellence in service

## + Core Values

Safety, Team, Integrity, Culture, and Stewardship



# Comal Spring Flow and Canyon Lake Level



## Mission

Strengthening our community by providing resilient essential services

## + Vision

Be a trusted community partner dedicated to excellence in service

## + Core Values

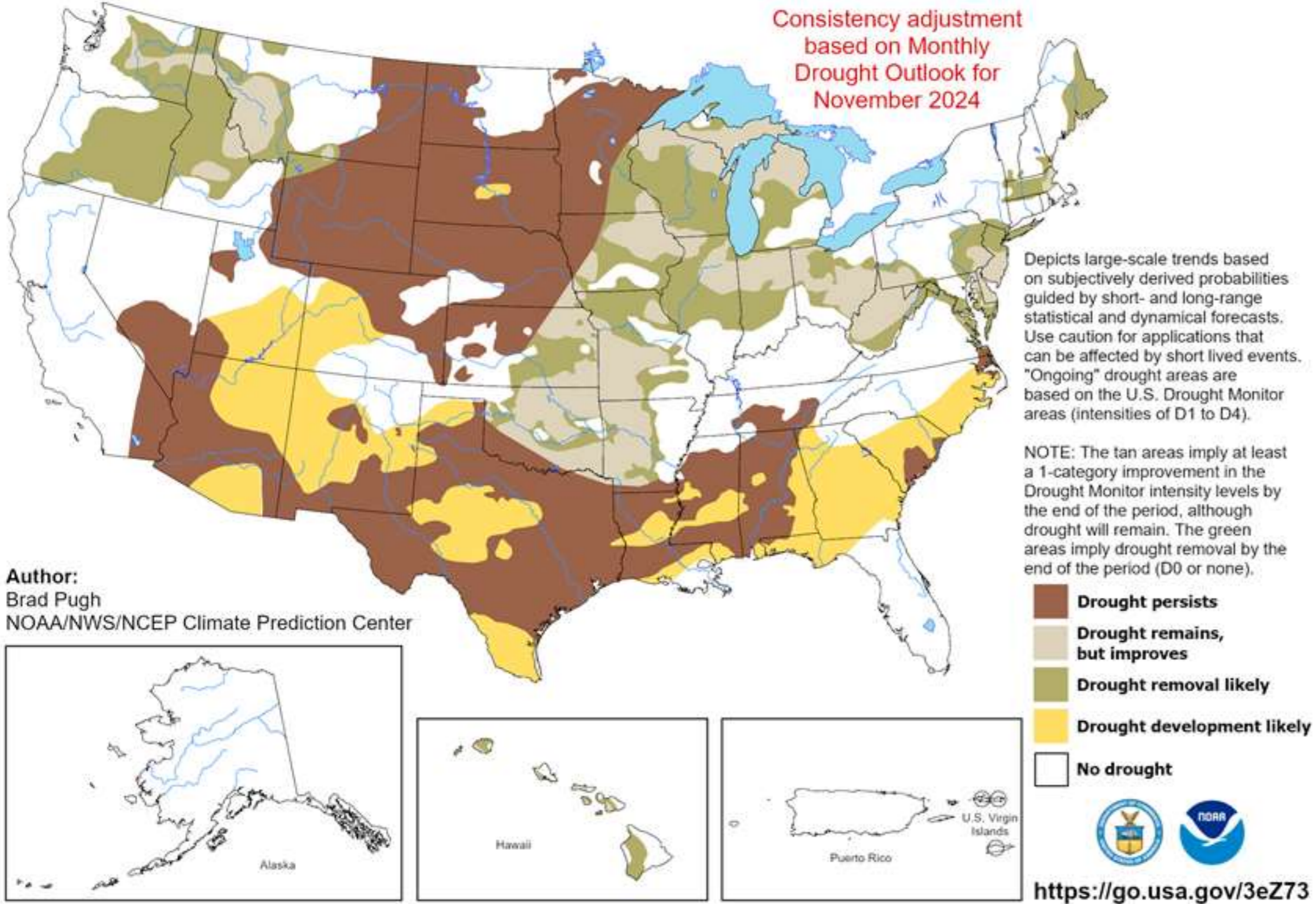
Safety, Team, Integrity, Culture, and Stewardship



# Drought to Persist

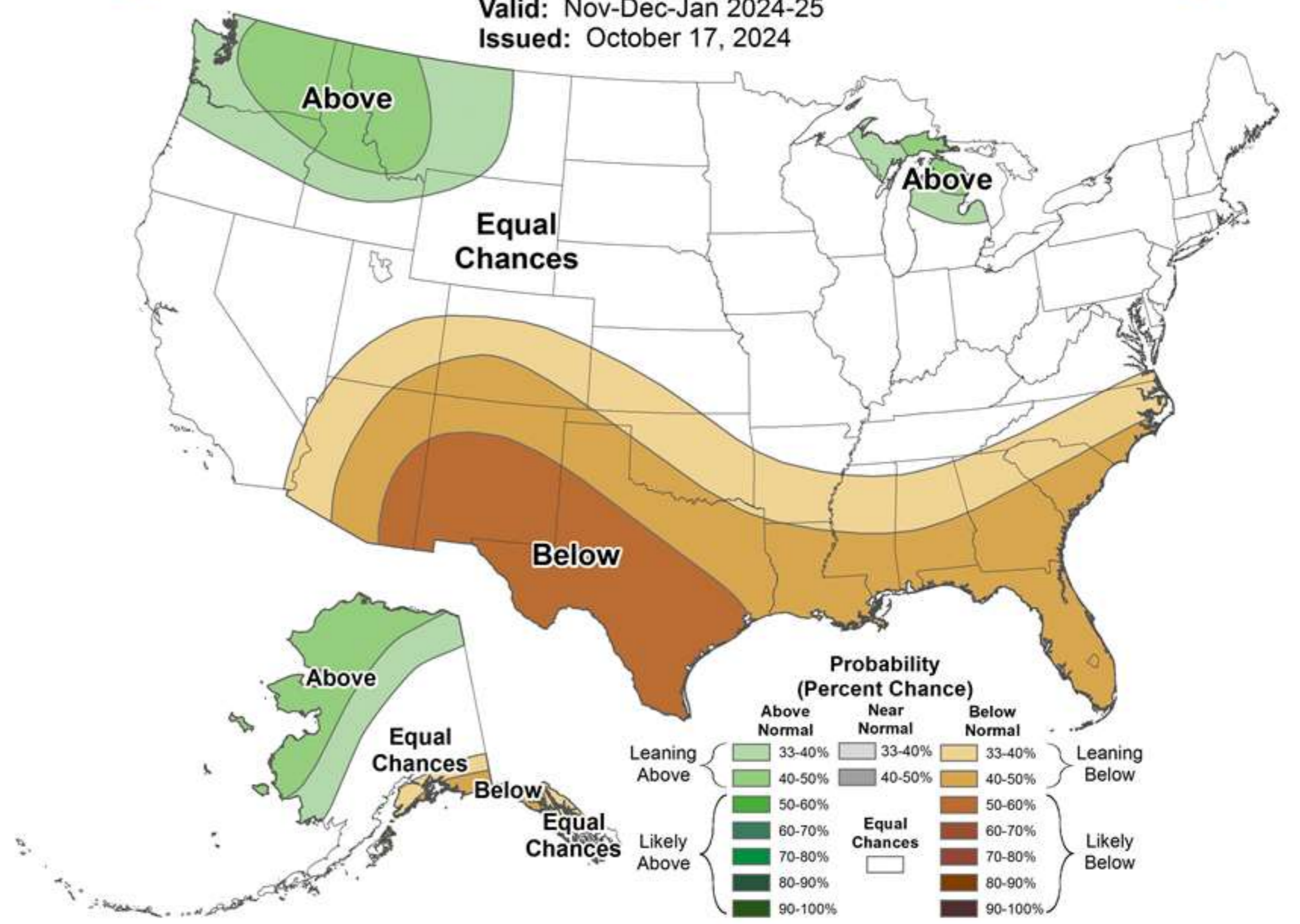
## U.S. Seasonal Drought Outlook Drought Tendency During the Valid Period

Valid for November 1, 2024 - January 31, 2025  
Released October 31, 2024



## Seasonal Precipitation Outlook

Valid: Nov-Dec-Jan 2024-25  
Issued: October 17, 2024



### Mission

Strengthening our community by providing resilient essential services

### + Vision

Be a trusted community partner dedicated to excellence in service

### + Core Values

Safety, Team, Integrity, Culture, and Stewardship





# Drought Restrictions in the Area (as of 11/20/2024)

	<p>Stage 2</p>
--	----------------



## Regulatory Agencies

	<p>Stage 4</p>
	<p>Stage 3</p>

## Comparable Utilities

	<p>Stage 3</p>		<p>Stage 3</p>
	<p>Stage 3</p>		<p>Stage 3</p>
	<p>Stage 2</p>		<p>Stage 3</p>

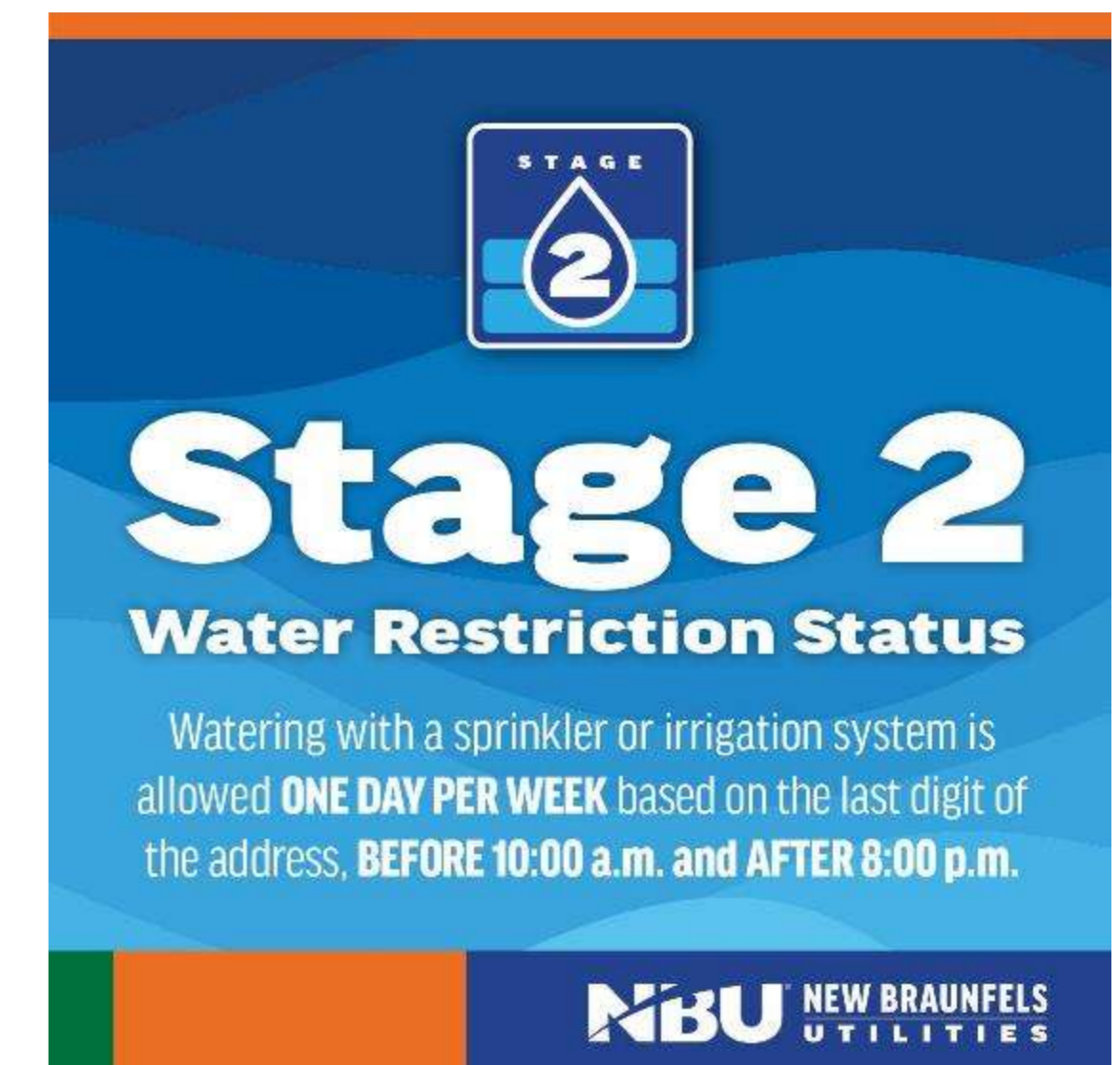
## Large Utilities

	<p>Stage 3</p>
	<p>Stage 2</p>



# What We're Doing

- Enhanced monitoring and reporting
- Increased communications
- Promotion of rebates and online resources
- Accelerated Drought Contingency Plan revision in preparation for Summer 2025



## Mission

Strengthening our community by providing resilient essential services



## Vision

Be a trusted community partner dedicated to excellence in service



## Core Values

Safety, Team, Integrity, Culture, and Stewardship



**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:** Laura Ayala  
Board Relations Coordinator      **Reviewed by:** Rocio Gallegos  
Chief of Staff

**Submitted by:** Rocio Gallegos  
Chief of Staff      **Approved by:** Ryan Kelso  
Chief Executive Officer

**RECOMMENDED ACTION:** Approve Minutes of the NBU Regular Board Meeting of October 31, 2024

**BACKGROUND**

None

**FINANCIAL IMPACT**

None

**LINK TO STRATEGIC PLAN**

**Customers and Community**

**EXHIBITS**

- 1. October 31, 2024 Regular Board Meeting Minutes

**MINUTES  
NEW BRAUNFELS UTILITIES BOARD OF DIRECTORS  
REGULAR BOARD MEETING**

**1:00 P.M.  
Thursday, October 31, 2024  
NBU Board Room  
263 MAIN PLAZA, NEW BRAUNFELS, TEXAS 78130**

Board President Wayne Peters opened the meeting at 1:00 p.m. A quorum of the NBU Board was present.

**PRESENT**

Board President Wayne Peters, Board Vice President Judith Dykes-Hoffmann, \*Board Trustee John Harrell, Board Trustee Yvette Barrera Villanueva, and Mayor Neal Linnartz

**ABSENT**

None

**NBU PERSONNEL**

Ryan Kelso, Ragan Dickens, Greg Brown, Dawn Schriewer, Connie Lock, Rocio Gallegos, Mark Steelman, Sheila Lavender, David Hubbard

**NBU CONSULTANTS**

None

**PLEDGE AND INVOCATION**

Board Trustee John Harrell led the pledge of allegiance and offered the invocation.

**PUBLIC COMMENT**

Thad Rutherford, with Mayfair Communities, addressed the Board and shared project and community updates on the Mayfair project

David Block, resident, addressed the board and complimented the Board, CEO, and staff for their excellent leadership and services.

**ITEMS FROM THE CHAIR**

**1. Resolution and Recognition of John Harrell for 15 Years of Service on the NBU Board of Trustees**

In recognition and honor of Board Trustee John Harrell’s 15 years of service and contributions to the New Braunfels Utilities Board of Trustees, Board President Wayne Peters presented a resolution recognizing John Harrell. During his tenure, Mr. Harrell served as President and Vice President and sat on several board committees.

**2. Report from the Investment Committee**

Board Trustee John Harrell reported that the NBU Audit Committee met on October 31, 2024, and John Harrell, Yvette Villanueva Barrera, Ryan Kelso, Dawn Schriewer, Connie Lock, John Warren, Jessica Coleman, Thomas Varner and Amy Chapple were present in addition to Duane Westerman and Nick Westerman with SAMCO. Topics discussed were a market update, NBU's investment portfolio, proposed updates to the Financial Policy, proposed Commercial Paper Program Extension and Taxable Note Extension, proposed updates to the Days Cash on Hand requirements, potential Texas Water Development Board Lead Service Line Replacement funding, and the authorized representatives for the Texas Local Government Investment Pool.

**3. Review of the NBU 2025 Board Meeting Calendar**

The NBU 2025 Board Meeting calendar was presented for review. No changes were made to the calendar.

**4. Any Other Items Permitted Under Section 551.0415 of the Texas Government Code**

No additional comments were made.

**ITEMS FROM STAFF**

**1. CEO Update**

CEO Ryan Kelso presented updates on the following events that NBU staff participated in:

- a. **Update on the NBU Marketing Campaign and Communication Plan**  
The three-year communication plan with Vladimir Jones is progressing on schedule. The campaign launched in the first two weeks of October, and NBU advertisements will be shared on multiple platforms moving forward.
- b. **NBU Participates with the New Braunfels Chamber of Commerce on Intercity Visit to Franklin, Tennessee**  
Board President Wayne Peters and CEO Ryan Kelso attended the New Braunfels Chamber of Commerce Intercity Visit to Franklin, Tennessee. This trip connects local business and community leaders with counterparts from other communities.
- c. **United Way Employee Giving Campaign Results**  
We shared the final results from our Employee Giving Campaign benefitting the United Way. The total financial commitment by NBU employees is \$58,306.
- d. **NBU Participates in National Night Out in Magnolia Springs Neighborhood**  
NBU participated in National Night Out in the Magnolia Springs Neighborhood. The new NBU headquarters will be located adjacent to this community.
- e. **Headwaters at the Comal Hosts Community Preview Event**  
On Friday, October 4th, the Headwaters at the Comal team held a Preview Event of the new Center at the Headwaters for donors, volunteers, and friends of the project. Over 150 people attended the event.

- f. National Customer Service Week Observed  
NBU celebrated our Customer Service team, the heart of NBU. They serve our customers with patience, professionalism, and a commitment to making a difference.
- g. Public Power Week Observed  
We celebrated the American Public Power Association's Public Power Week from October 6th to 12th. NBU highlighted the importance of Public Power on social media, sharing the benefits of public utility services and our linemen, who work tirelessly every day, regardless of the weather, to keep our community-powered.
- h. Cybersecurity Awareness Month Observed  
As part of our commitment to protecting the critical infrastructure at NBU, we launched Cybersecurity Awareness Month in October. Throughout the month, we shared weekly messages on topics such as using strong passwords, updating software, recognizing and reporting phishing, and holiday online shopping.
- i. NBU Hosts Employee Health Fair  
NBU hosted its Annual Health Fair on October 9th. This event brought together a variety of local wellness companies as vendors.
- j. Winter Weatherization Preparation Presentation  
On Thursday, October 10<sup>th</sup>, members of the NBU Conservation and Customer Solutions team presented a winter preparation presentation to community members at the New Braunfels Public Library.
- k. NBU Employees Participate in 2024 International Lineman's Rodeo in Overland Park, Kansas  
New Braunfels Utilities (NBU) Journeyman and Apprentice linemen showcased their skills against top competitors from around the globe at the International Lineman's Rodeo (ILRA) in Overland Park, Kansas, from October 16-19, 2024.

The NBU Journeyman team, consisting of Bradley Dietert, Ty McFarlin, and Chris Gavigan, participated in various challenging events, including the Best of the Best, Hurtman Rescue, Pole Climb, Cutout Change, and Insulator Change, achieving impressive scores across the board.

Representing the apprentice team were Nate Wallsmith, Klayton Rothrock, Brenner Magott, and Chance Miller. They competed in events such as Best of the Best, Pole Climb, two Apprentice Mystery Events, and Hurtman Rescue. Notably, Nate Wallsmith secured 3rd place among 380 participants in Apprentice Mystery Event #1.

Other NBU team members, including Mike Hardick, Austin Klaerner, Ryan Jenkins, and Michael Najera, served as judges at this year's event. A special thank you goes to Ryan Voges, Justin Green, and Gretchen Reuwer for their support of our teams in Kansas. We are incredibly proud of this exceptional group of professionals.

Lastly, we want to extend our gratitude to the crews who remained behind to ensure our community's daily electric operations continued seamlessly.



- l. **Leadership Team Participates in Annual Strategic Planning Meeting**  
On Thursday, October 17th, our Leadership Team convened for our Annual Strategic Planning Meeting. Strategic goals, annual priorities, and adjustments to the organizational structure were discussed.
- m. **NBU Presents at the Water Environment Association of Texas Operational Preparedness Symposium**  
NBU's Justin Stroupe was a featured speaker at the Operational Preparedness Symposium hosted by the Water Environment Association of Texas.
- n. **NBU Participates in City of New Braunfels Spooktacular Community Event**  
On October 24<sup>th</sup>, our team had a great time participating in the annual Downtown Spooktacular.
- o. **New Braunfels Chamber of Commerce 2024 NB Gives Honoree**  
NB Gives, an initiative by the New Braunfels Chamber of Commerce, champions corporate philanthropy in the New Braunfels area. This year, NBU proudly stood out as one of just 24 nominees, showcasing its commitment to giving back and fostering a brighter future for the community.
- p. **Leadership Announcement of New Hires and Position Changes: Finance and Risk Manager Jessica Coleman, Interim Cybersecurity Manager Larry Aguilar**  
Larry Aguilar has been named Interim Cyber Security Manager, effective immediately. Larry will serve as the Interim Cyber Security Manager as he continues to fulfill his current role as Network and Security Engineer.  
  
Jessica Colman's promotion to Finance & Risk Manager from Budget Supervisor.
- q. **Any Other Items Permitted Under Section 551.0415 of the Texas Government Code**  
\*No additional comments were made

## 2. **Financial Update and Report**

Accounting Manager Kimberly Huffman provided an update on the financial status of NBU.

### **CONSENT ITEMS FOR ACTION**

Trustee John Harrell made a motion, and Mayor Neal Linnartz seconded the motion to approve the Consent Items for Action as follows: #1, #2, #3, #4, #5, #6, #7, #8, #9, and #10. The vote was unanimous.

1. Approve Minutes of the NBU Regular Board Meeting of September 26, 2024
2. Approve the Change Order Log from August 15, 2024, through September 15, 2024
3. Approve the Reports for Water and Electric Engineering Contracts from August 1, 2023, through September 15, 2024

4. Approve the Electric Line of Business Alternative Procurements from August 15, 2024, through September 15, 2024
5. Authorize the CEO or His Designee to Negotiate and Execute a Professional Services Agreement with Weston Solutions, Inc. for the Design of the Dove Crossing Force Main Project
6. Authorize the CEO or His Designee to Negotiate and Execute a Professional Services Agreement with Garver, LLC, for the Design of the Gruene Lift Station Expansion Project
7. Authorize the CEO or His Designee to Negotiate and Execute a Services and Goods Agreement with Droptine Utility Construction, LLC for Manhole Rehabilitation Services
8. Approve Resolution #2024-189 Authorizing and Approving (i) the Purchase of 4.87 Acres of Unimproved Real Property Commonly Known As 778 Barbarosa Road, New Braunfels, Texas (the "Property") in Connection with the FM 1101 Pump Station and Ground Storage Tank Project in an Amount Not to Exceed \$2,230,000.00 Plus Closing Costs; (ii) the CEO or His Designee to Execute Any and All Documents Necessary to Purchase the Property or, if the CEO Deems Necessary, Terminate the Subject Transaction; and (iii) Other Matters in Connection Therewith
9. Approve Resolution #2024-190 By The Board Of Trustees Of New Braunfels Utilities Approving (i) A Water Certificate Of Convenience And Necessity ("CCN") Transfer Agreement Removing 8.422 Acres Of Real Property Near The Intersection Of FM 725 And East County Line Road (The "Property") From Green Valley Special Utility District's Water CCN And Adding It To New Braunfels Utilities' Water CCN; (ii) A Sewer CCN Transfer Agreement Removing The Property From Guadalupe-Blanco River Authority's Sewer CCN And Adding It To New Braunfels Utilities' Sewer CCN; And (iii) Other Matters In Connection Therewith
10. Authorize the CEO or His Designee to Execute a Guaranteed Maximum Price Amendment with Thos. S. Byrne, Inc. for the Headwaters at the Comal Master Plan, Phase 2 for Building Interior Finish Out and Additional Landscaping

## **ACTION ITEMS**

### **1. Provide Governance Committee Report and Discuss and Consider Approving Proposed Revisions to the NBU Board Governance Policies**

Board Vice President Judith Dykes-Hoffmann reported that the NBU Governance Committee met on October 16, 2024, and Wayne Peters, Judith Dykes-Hoffmann, Ryan Kelso, Connie Lock, and Rocio Gallegos were present in addition to outside counsel Christine Reinhard. Topics discussed were revisions being made to the Governance Policies, reviewed the completed self-evaluation forms and identified themes and trends to share with the Board.

Board Vice President Judith Dykes-Hoffmann also shared the final proposed revisions to the NBU Board Governance Policies for approval.

Trustee John Harrell made a motion, and Trustee Yvette Barrera Villanueva seconded the motion to Approve the Proposed Revisions to the NBU Board Governance Policies. The vote was unanimous.

## PRESENTATION ITEMS

### 1. Report Related to the NBU Board Annual Self-Evaluation

Board Vice President Judith Dykes-Hoffmann shared information on the NBU Board Annual Self-Evaluation, including scores on the categories. NBU Board members spend approximately 100 hours per month on NBU activities. A focus for the upcoming year is to continue with additional training and education on the utility business while utilizing each board member's diverse skill sets and dedication.

### 2. One Water Program – Year in Review

Robin Gary presented the annual report on One Water New Braunfels. One Water is a collaboration between NBU, the city of New Braunfels, and the Guadalupe-Blanco River Authority. It is an integrated planning and implementation approach to managing water resources. The five key goals and associated action plans were shared with the Board.

## EXECUTIVE SESSION

Board President Wayne Peters recessed the Open Session at 2:13 pm and announced that the Board would go into an Executive Session meeting. The Executive Session included: Power Supply Resources – Competitive Matters (Section 551.086 – Texas Government Code); Deliberations Regarding Security Devices or Security Audits (Section 551.089 – Texas Government Code) a. Discussion Regarding Network Security Information, b. Discussion Regarding Security Assessments or Deployments Relating to Information Resources Technology

The Executive Session was opened at 2:23 pm and closed at 3:17 pm.

## RECONVENE INTO OPEN SESSION AND TAKE ANY NECESSARY ACTION RELATING TO THE EXECUTIVE SESSION AS DESCRIBED ABOVE

## ADJOURN

There was no further business, and Board President Wayne Peters adjourned the meeting at 3:17 p.m.

*Attest:*

---

*Wayne Peters, President*  
*Approved*

---

*Ryan Kelso, Secretary of the Board*  
*Chief Executive Officer*

*Date Approved: December 12, 2024*





**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:** Laura Ayala  
Board Relations Coordinator      **Reviewed by:** Rocio Gallegos  
Chief of Staff

**Submitted by:** Rocio Gallegos  
Chief of Staff      **Approved by:** Ryan Kelso  
Chief Executive Officer

**RECOMMENDED ACTION:** Approve Minutes of the NBU Special Board Meeting of December 5, 2024

**BACKGROUND**

None

**FINANCIAL IMPACT**

None

**LINK TO STRATEGIC PLAN**

**Customers and Community**

**EXHIBITS**

- 1. December 5, 2024 Special Board Meeting Minutes

**MINUTES  
NEW BRAUNFELS UTILITIES BOARD OF DIRECTORS  
STRATEGIC WORKSHOP MEETING**

**9:00 AM  
THURSDAY, DECEMBER 5, 2024  
MCKENNA EVENTS CENTER  
801 W. SAN ANTONIO, NEW BRAUNFELS, TX 78130**

Board President Wayne Peters opened the meeting at 9:05 a.m. A quorum of the NBU Board was present.

**PRESENT**

Board President Wayne Peters, Board Vice President Judith Dykes-Hoffmann, Board Trustee Stuart Blythin, Board Trustee Yvette Villanueva Barrera, and Mayor Neal Linnartz

**ABSENT**

None

**NBU PERSONNEL**

Ryan Kelso, David Hubbard, Sheila Lavender, Ragan Dickens, Dawn Schriewer, Greg Brown, Mark Steelman and Rocio Gallegos

**ITEMS FROM THE CHAIR**

**1. Introduction of Newly Appointed New Braunfels Utilities (“NBU”) Board Member Stuart Blythin**

Wayne Peters introduced Stuart Blythin, who was appointed by the New Braunfels City Council to serve as a Board Member for NBU, effective December 1<sup>st</sup>, 2024.

**STRATEGIC PLANNING DISCUSSION**

**1. Presentation from The Energy Authority on the Proposed Integrated Resource Plan (the “IRP”) for the Strategic and Sustainable Management of Energy Resources for NBU**

David Hubbard introduced Greg Labbe, with The Energy Authority (TEA), who presented the proposed Integrated Resource Plan conclusions and action plans. He shared the IRP 6-Step Process, which includes defining the IRP goals, gathering inputs and assumptions, identifying resource needs, evaluating options and alternatives, selecting an optimal resource strategy, and developing an action plan for consideration.

The Community Advisory Panel’s (the “CAP”) top two priorities when considering an IRP were Affordability (minimizing costs of electric service) and Reliability (providing electric service with minimal disruptions).

Based on these priorities, TEA concluded that the optimal long-term resource strategy is having a diverse portfolio (to include natural gas-fired generation, battery storage, wind generation, solar and additional storage, and bilateral forward energy market purchases), ensuring that the ownership structure aligns with financial strategy and objectives, have scenarios that are primarily reliant on power purchases that result in the highest levelized cost of energy, and noted that NBU's current hedging strategy significantly reduces risk and is an effective component of NBU's overall risk management process.

TEA provided a proposed action plan for future consideration. The plan included the recommendations that NBU:

- Continue to use energy hedges while transitioning to a more self-reliant generation portfolio
- Issue Request for Proposals (for natural gas-fired reciprocating internal combustion engines (RICE) and CT generation and battery storage)
- Monitor Texas Energy Fund for future energy opportunities
- Diversify the Resource Portfolio by providing a balanced mix of natural gas, renewable energy, battery storage, and bilateral market purchases; reduce costs and risks; and improve reliability

## **2. Presentation from the NBU Community Advisory Panel (the "CAP") on the CAP Meeting Process and Feedback Regarding the Proposed IRP for the Strategic and Sustainable Management of Energy Resources for NBU**

Kimberly Britton, with Britton Strategies, presented information on behalf of the NBU Community Advisory Panel (CAP). The CAP is comprised of 13 members appointed by the New Braunfels City Council and NBU Board of Trustees. The first topic that the CAP addressed was the IRP.

A copy of the NBU CAP Final Report and Response to the NBU IRP was presented to the board for review. Highlights from the CAP feedback on the process and report included:

- Affordability and Reliability were the top two core values at the forefront of the IRP.
- The proposed IRP, as presented by TEA, provides a logical path to sourcing generation that meets the needs of the New Braunfels community.
- The information presented to the CAP was thorough and transparent.
- The marketplace and regulatory environment have shifted and volatility continues to increase, and the proposed IRP provides viable alternatives to better manage a more volatile market.
- Recommends the NBU Board of Trustees and leadership carefully consider choosing the best balance of cost, risk, reliability, flexibility, and management of its own energy future.

The CAP lends their support to the proposed IRP as presented and provided by TEA.



Additionally, CAP Chair Justin Meadows addressed the Board and was gracious about the opportunity for the community to provide feedback and the information provided to the CAP.

**3. Presentation on the CAP Meeting Process and Feedback on the Rate Plan Design Process for Water, Wastewater, and Electric Rates**

Kimberly Britton, with Britton Strategies, presented on the second topic the CAP would be reviewing and providing feedback to the NBU Board, the Rate Plan Design Process for Water, Wastewater, and Electric Rates.

The CAP will review the rate study process, which includes identifying financial and pricing objectives, revenue requirements and growth projections, rate projections, and possible rate design changes, and assessing effectiveness in addressing these objectives.

The items slated for CAP feedback include:

- Meter Growth Forecast
- Impact Fees
- Input on Capital Improvement Projects
- Scenarios for Increasing Rates
- Rate Proposals
- Rate Design Options

The board will provide final feedback and direction at the December 12<sup>th</sup> 2024 board meeting.

**The Board recessed for a brief break at 10:33 am and reconvened at 10:49 am.**

**4. Presentation on the NBU Strategic Plan and Annual Priorities Overview for Fiscal Year 2026 and Fiscal Year 2027**

Shawn Schorn presented on the NBU Strategic Plan and Annual Priorities Overview for Fiscal Year 2026 and Fiscal Year 2027.

Topics covered included the Proposed FY 26/27 Strategic Goals, the Proposed 26/27 Annual Priorities, Proposed Leading and Lagging Indicators, Proposed Indices Methodology, and Next Steps.

Information included the proposed FY 26/27 Strategic Goals:

- **Customer and Community:** To provide a customer-first focus and commit to innovative solutions to improve the customer experience. Chief Customer Officer.
- **People and Culture:** Build on our team-oriented culture, promote ethical behavior, and prepare our team to meet the challenges ahead.
- **Infrastructure and Technology:** Maintain reliable and resilient systems through responsible planning, asset management, and innovative technologies that align with the strategic direction of the company.
- **Financial Excellence:** Practice sound financial management to be responsible stewards of public funds.
- **Safety and Security:** Strive to place safety and security as the highest priorities for every employee and customer.
- **Stewardship:** Commit to preserving and protecting community resources through planning, innovation, collaboration, and education.

Information also included the proposed FY 26/27 Annual Priorities. Some items included:

- Strategic Plan update
- Technology modernization
- Customer Experience
- Great Blue (Employee) Survey

Additionally, examples of the Indices Scores were provided to show how NBU is monitoring their goals and priorities.

The Strategic Plan will be brought to the Board for approval at the January Strategic Workshop.

**The Board recessed for lunch at 11:35 am and reconvened at 12:04 pm.**

**5. Presentation and Discussion on Gallup StrengthsFinder Report for NBU Board of Trustees and Chief Executive Officer**

The Board recently participated in Gallup's StrengthFinder survey. Wesley Hilliard, NBU Learning and Development Specialist and StrengthFinder coach, presented information on the results of the survey.

**The Board recessed at 1:15 p.m. to travel to NBU's new Customer Service Center Site, located at 1488 South Seguin, New Braunfels, and reconvened at 1:30 p.m.**

**TOUR OF FACILITY**

The NBU Board of Trustees participated in an informational tour of the NBU Customer Solutions Center site located at 1488 South Seguin, New Braunfels, Texas, 78130.

**ADJOURN**

There was no further business, and Board President Wayne Peters adjourned the Board Strategic Workshop at 2:04pm

***Attest:***

---

*Wayne Peters, President  
Approved*

---

*Ryan Kelso, Secretary of the Board  
Chief Executive Officer*

*Date Approved: December 12, 2024*





**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:** Jesse Luna      **Reviewed by:** David Hubbard  
Purchasing Manager      Chief Administrative Officer

**Submitted by:** David Hubbard      **Approved by:** Ryan Kelso  
Chief Administrative Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Approve the Change Order Log from September 15, 2024, through November 15, 2024

## **BACKGROUND**

The Board of Trustees approved the NBU Purchasing Policy on October 31, 2019. The Purchasing Policy defines the process for obtaining approval of change orders. In addition to the individual approval by the Board of Trustees for change orders greater than \$50,000, the policy further states, “Each department manager will keep a log of all change orders and forward that log on a monthly basis to the Purchasing Manager before each Board of Trustees meeting. The Purchasing Manager will prepare a consent agenda item to request approval of those change orders at the next Board of Trustees meeting.”

Listed below are the change orders submitted to the Purchasing Manager for the period of September 15, 2024, through November 15, 2024.

## **FINANCIAL IMPACT**

Change orders less than \$50,000:

- Trinity Expansion Well Field, Owner's Contingency and Board Contingency - Pump and Motor Data, Pesado Construction Company, Change order No. 5, Cost increase of \$21,722.84.
- Kuehler WRF Rehabilitation - Clarifier Replacement, deduct change order for being unable to perform CIPP of the RAS pipe for either clarifier. Owner's contingency - repair deteriorated concrete from chlorine line in mixing basin 1, MGC Contractors, Inc., Change order No. 2, Cost decrease of \$273,993.00.
- McKenzie WRF Expansion Pkg 1, Deduct change order - removed unused SWPPP bid item, removed unused Trench Safety bid item. Time extension for Alum Tank Replacement and piping, electrical, and heat trace work, MGC Contractors, Inc., Change order No. 2, Cost decrease of \$10,500.00.

- McKenzie WRF Expansion Pkg 2, Owner's contingency - switchboard, VFD, Air handler, etc., HVAC at elec bldg., electrical for space heaters, PC for PLC, remove and reinstall street light, repair driveway, MGC Contractors, Inc., Change order No. 5, No cost increase.
- McKenzie WRF Expansion Pkg 2, Deduct change order - removed unused SWPPP bid item, removed unused Trench Safety bid item. Time extension to account for project delays, Change order No. 6, No cost increase.

Change orders more than \$50,000:

- Trinity Expansion Treatment Plant, VFD sheet metal waterproofing, BPS elevation mods, membrane pipe supports, chem bldg. disconnect relocate, chem bldg. PLC mods, membrane RTU mods, SCADA mods. Owners Cont. - void mitigation - karst features 1-11., PLW Waterworks, LLC, Change order No. 8, Cost increase of \$119,247.17.
- Trinity Expansion Treatment Plant, SCADA mods, VFD low-level lockout wiring, PLW Waterworks, LLC, Change order No. 9, Cost increase of \$64,749.12.
- Infrastructure Replacement Package 1 (HMT), Stormwater box conflict - 2 new manholes and additional concrete for realignment, Spiess Construction Co., Inc., Change order No. 1, Cost increase of \$51,751.28.

## **LINK TO STRATEGIC PLAN**

---

### **Customers and Community**

### **People and Culture**

### **Stewardship**

## **EXHIBITS**

---

None



**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:** Jesse Luna      **Reviewed by:** David Hubbard  
Purchasing Manager      Chief Administrative Officer

**Submitted by:** David Hubbard      **Approved by:** Ryan Kelso  
Chief Administrative Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Approve the Reports for Water and Electric Engineering Contracts from August 1, 2024, through November 15, 2024

---

**BACKGROUND**

The Board of Trustees approved the NBU Purchasing Policy on October 31, 2019. The Purchasing Policy defines the process for obtaining approval of Professional Engineering Contracts. In addition to the individual approval by the Board of Trustees for Professional Engineering Contracts greater than \$500,000, the policy further states, “The limit for expenditures to be paid to a licensed professional engineer or a firm of licensed professional engineers as defined in Chapter 2254 of the Texas Government Code, as amended, performing engineering services without the prior approval of the Board of Trustees shall be \$500,000 per vendor per contract. Each department manager, who hires a licensed professional engineer or firm of licensed professional engineers, shall prepare a report specifying the following:

1. name of licensed professional engineer or firm of licensed professional engineers engaged to complete a project;
2. project name;
3. contract amount and amendments to original contract amount;
4. total cumulative number of contracts and contract amounts approved in a fiscal year to that licensed professional engineer/firm of licensed engineers; and
5. date presented to the Board of Trustees.

This report shall be prepared on a monthly basis and be delivered to the Purchasing Manager before each Board of Trustees’ meeting. The Purchasing Manager will prepare a consent agenda item to request approval of the report at the next Board of Trustees’ meeting.”

Exhibits attached to this agenda item are the Professional Engineering report(s) submitted to the Purchasing Manager for the period of August 1, 2024, through November 15, 2024.

**FINANCIAL IMPACT**

---

The financial impact of the contracts approved during this time period is \$592,276.00.

**LINK TO STRATEGIC PLAN**

---

**Customers and Community**

**People and Culture**

**Stewardship**

**EXHIBITS**

---

1. Exhibit A – Report for Water Engineering Contracts



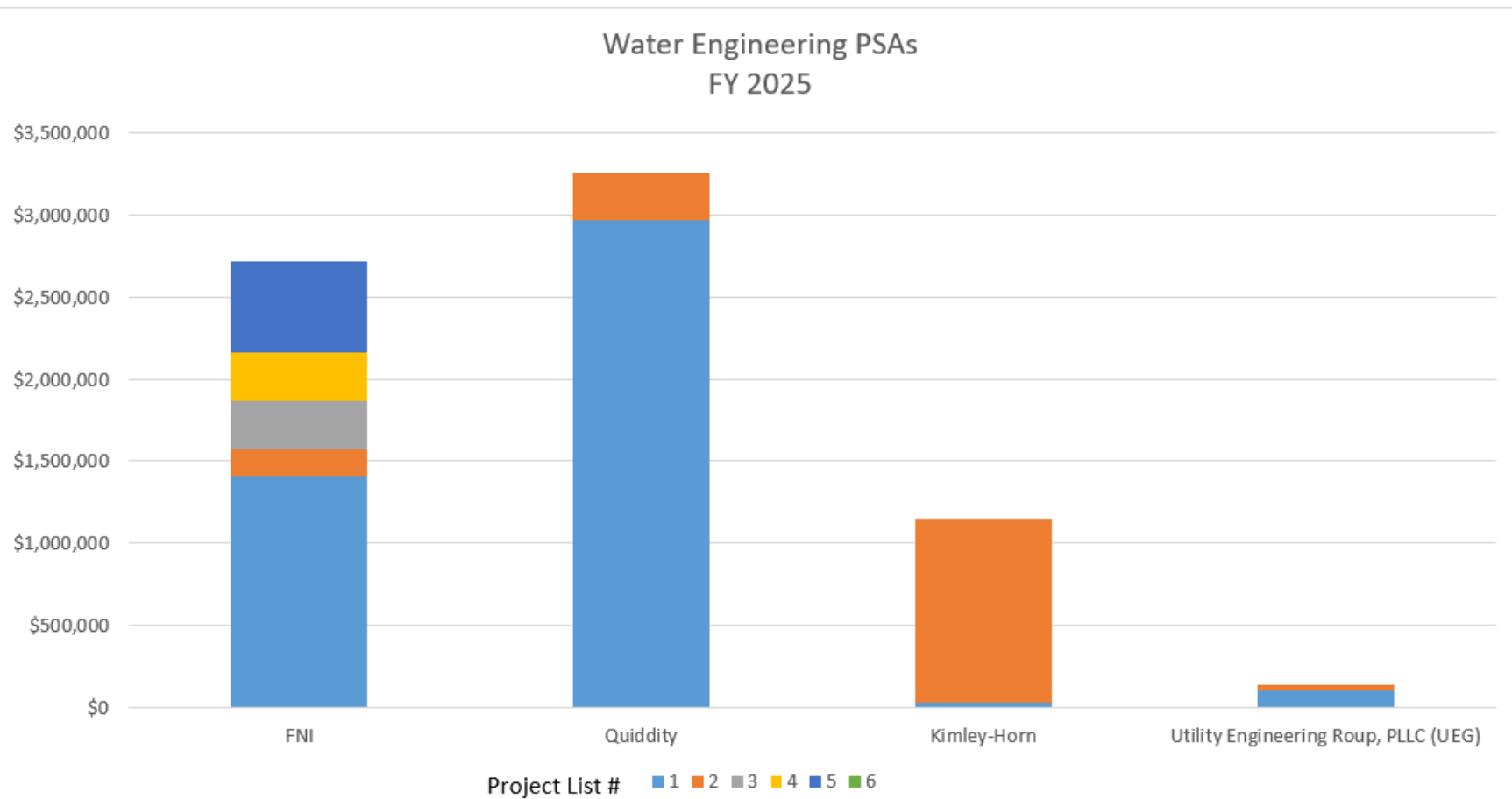


Exhibit A – Report for Water Engineering Contracts November 2024

Item 4.

Project List #	Project	Vendor	Contract Amount	Board Date	Type of contract	Comment	Executed Date
1	Broken and Critical Valve Replacements	Utility Engineering Group, PLLC (UE)	\$ 99,610.00		Engineering	Professional Service Agreement	8/20/2024
1	FM 1101 Discharge Line (CNB)	Freese and Nichols, Inc.	\$ 1,405,475.00	8/29/2024	Engineering	Professional Service Agreement	9/5/2024
2	Conrads Elevated Storage Tank (Goodwin)	Freese and Nichols, Inc.	\$ 161,726.00	8/29/2024	Engineering	Amendment	9/5/2024
3	FM 1044 EST	Freese and Nichols, Inc.	\$ 302,046.00	8/29/2024	Engineering	Amendment	9/5/2024
1	I-35 Water Line (Downtown)	Kimley-Horn and Associates, Inc.	\$ 30,000.00	8/29/2024	Engineering	Amendment	9/5/2024
1	FM 1101 Pump Station and GST	Quiddity Engineering, LLC	\$ 2,970,000.00	8/29/2024	Engineering	Professional Service Agreement	9/5/2024
2	Central Downtown to Morningside PZ Conversion	Kimley-Horn and Associates, Inc.	\$ 1,121,000.00	8/29/2024	Engineering	Professional Service Agreement	9/5/2024
4	Simon Street Improvements	Freese and Nichols, Inc.	\$ 292,427.00		Engineering	Professional Service Agreement	9/12/2024
2	AC Pipe Replacement - Solms	Quiddity Engineering, LLC	\$ 281,347.00		Engineering	Professional Service Agreement	9/13/2024
5	Senate Bill 3 EPP Generators Phase 2	Freese and Nichols, Inc.	\$ 551,176.00	9/26/2024	Engineering	Professional Service Agreement	9/30/2024
2	Infrastructure Replacement Package 3 (UEG)	Utility Engineering Group, PLLC (UE)	\$ 41,100.00		Engineering	Amendment	10/1/2024



**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:** Jesse Luna      **Reviewed by:** David Hubbard  
Purchasing Manager      Chief Administrative Officer

**Submitted by:** David Hubbard      **Approved by:** Ryan Kelso  
Chief Administrative Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Approve the Electric Line of Business Alternative Procurements from September 15, 2024, through November 15, 2024

## **BACKGROUND**

Section 252.022(c) of the Texas Local Government Code provides that a municipally owned electric utility may define, by resolution, an alternative procurement procedure for the purchase of goods and services related to the electric utility. On June 28, 2018, the Board of Trustees approved the NBU Purchasing Policy, by resolution, which defined a procedure for procurement of goods and services for NBU's electric line of business. The Purchasing Policy was later revised and approved on October 31, 2019. Among other conditions, the Purchasing Policy requires NBU staff to notify the Board of Trustees of any procurement over \$250,000 that uses the electric line of business procurement procedure.

Listed below are the procurements, in excess of \$250,000, submitted to the Purchasing Manager for the period of September 15, 2024, through November 15, 2024, using the electric line of business alternative procurement process.

## **FINANCIAL IMPACT**

Electric Line of Business purchases more than \$250,000:

- None reported during this period.

## **LINK TO STRATEGIC PLAN**

**Infrastructure and Technology**

**Stewardship**

## **EXHIBITS**

None



**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items For Action

**From:** Kimberly Huffman      **Reviewed by:** John Warren  
 Accounting Manager      Director of Finance

**Submitted by:** Dawn Schriever      **Approved by:** Ryan Kelso  
 Chief Financial Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Approve the Guadalupe Blanco River Authority Canyon Hydroelectric Cost Reconciliation for Fiscal Year 2024

## BACKGROUND

Pursuant to Section X (C) (2) of the Amended Hydroelectric Supply Agreement (the “Agreement”) dated December 21, 2012, between Guadalupe Blanco River Authority (“GBRA”) and New Braunfels Utilities (“NBU”) relating to electrical generation produced from Canyon Hydroelectric facility, GBRA has submitted the fiscal year 2024 year-end budget to actual reconciliation. The Agreement stipulates that NBU will review the year-end adjustment of budget to actual energy sales versus operational expenses. Once the adjustment has been accepted by the NBU Board of Trustees, NBU will pay GBRA if costs are under-recovered, and GBRA will pay NBU for amounts over-recovered. Cost recovery is based on kWh sales, and it is trued-up at the end of each GBRA fiscal year, which ends on August 31. As described below, and based on the report GBRA submitted, NBU owes \$259,851.87 to GBRA. NBU will be required to pay this amount in December 2024.

*Production:* Pursuant to the Agreement, NBU pays GBRA monthly the amount equal to the estimated debt service plus \$0.0133 per kWh purchased. The fiscal year 2024 budget contained annual operating and maintenance costs of \$521,995.

In fiscal year 2024, the Canyon Hydro Plant experienced no electrical generation, which was due to the lack of water released at a rate that would allow generation. In fiscal year 2024, Canyon Hydro generated zero kWh, which generated no sales revenue. This resulted in GBRA under-recovering operating revenue from NBU of \$521,995 for electricity purchases not made throughout the fiscal year.

*Expenses:* In fiscal year 2024, operating expenses were \$262,143 less than the budgeted amount. Operating expenses were budgeted at \$521,995, while actual expenses recorded were \$259,852. The primary reason for the decrease in expenses was lower electrical generation. Because the plant was not generating, maintenance costs were also lower.



*Renewable Energy Credits (RECs):* Texas (the “State”) state law was changed in 2008, which allowed the Canyon Hydro Plant to participate in the State’s Renewable Energy Credit program. NBU had no realized revenue from the sale of RECs from Canyon Hydro in fiscal year 2024.

*Net Fund and Debt Service Requirement:* The GBRA debt obligation was paid off in April 2014, and as a result there was no debt service reserve requirement in fiscal year 2024. The original cost of the hydroelectric plant was \$13,990,000.

## **FINANCIAL IMPACT**

---

The amount owed GBRA for fiscal year 2023 is summarized as follows:

Revenue shortfall due to actual production vs. required production	\$521,995
Lower operating expenses than budget	(262,143)
Increase in miscellaneous income/Renewable Energy Credits	-
Net fund and debt service requirements less than budget	-
Net Amount Owed to GBRA	<u>\$259,852</u>

## **LINK TO STRATEGIC PLAN**

---

**People and Culture**

**Financial Excellence**

## **EXHIBITS**

---

None



**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:** Jenna Mathis.      **Reviewed by:** Dawn Schriewer  
 Customer Service Assistant      Chief Financial Officer  
 Manager

**Submitted by:** Dawn Schriewer      **Approved by:** Ryan Kelso  
 Chief Financial Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Approve 2024 Second Quarter Charge-Off Accounts

## BACKGROUND

Charge-offs for the Second quarter of calendar year 2024 (April, May, and June) netted \$67,742.53 for NBU accounts that have unpaid balances. New Braunfels Utilities applied \$38,682.72 in customer deposits to the delinquent account balance of \$106,425.25, which reduced the total unpaid balance by 36%.

When compared to total revenue billings for the same quarter, the charge-off balance amounts to 0.10%. For every \$100 billed to our customers, we received \$99.90.

The number of residential accounts included in the charge-offs increased by 7.21% compared to the previous 3 years' average for the same quarter, and the dollar amount increased by 19.87%. Residential customers accounted for 99% of the number of charge-off accounts.

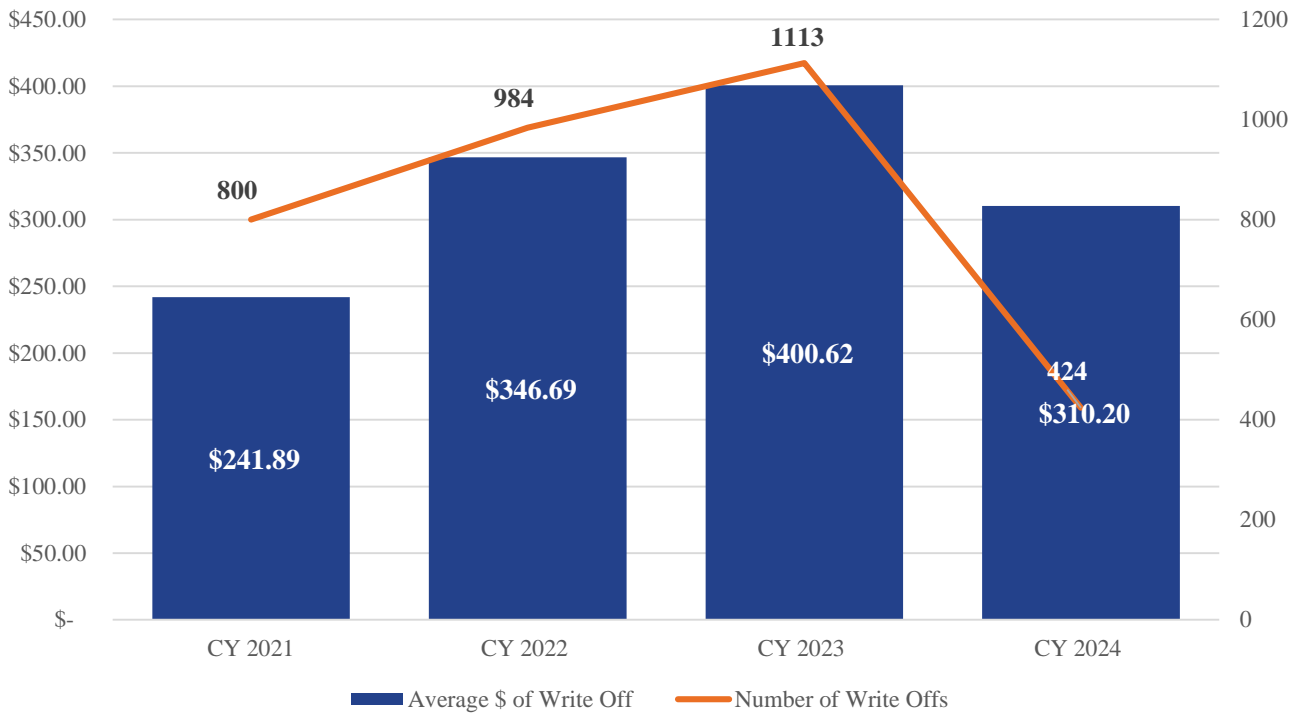
The accounts that included insufficient funds due to returned checks and failed auto-draft payments totaled \$1,705.63.

The main factors in the charge-offs for Q2 of 2024 include failure to comply with payment extensions, a moratorium on disconnects for nonpayment due to high-temperature indexes and account deposits calculated on previous rates and not equaling a two-month annual average.

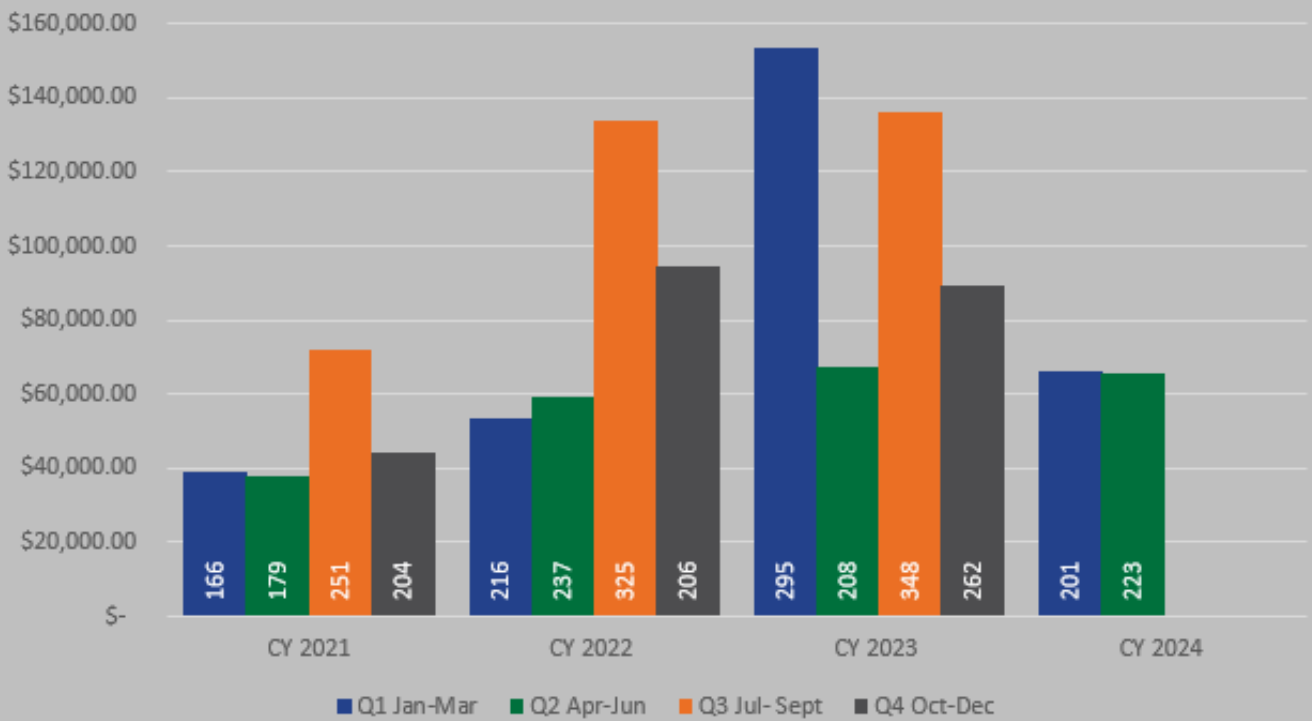
The NBU credit rating summary for this report is as follows:

Credit Rating*	Number of Active Customers	Number of Charge-off Customers	Percentage of Charge-off Customers
A	55,043	16	0.03%
B	7,533	77	1.02%
C	4,081	131	3.21%
D	1	2	200.00%

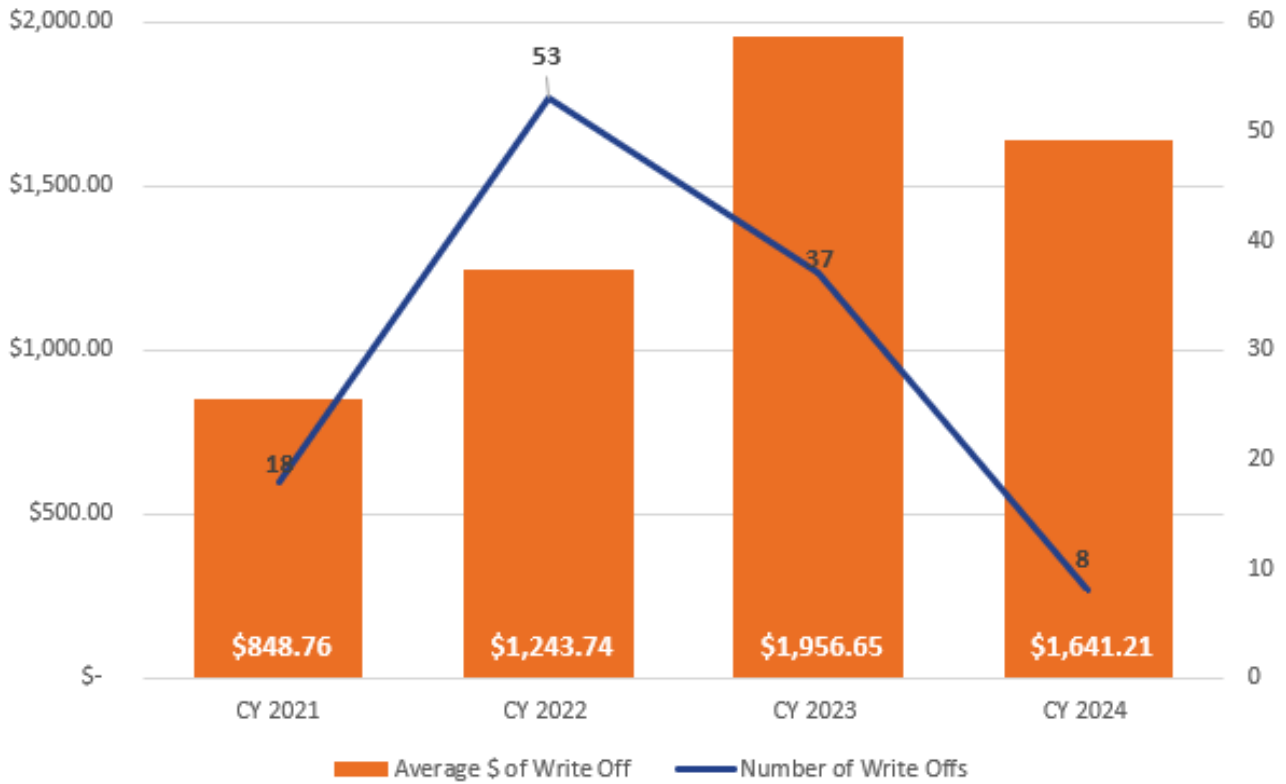
### Residential Annual Write Off Average & Total Write Off Accounts



### Quarterly Residential Write Offs

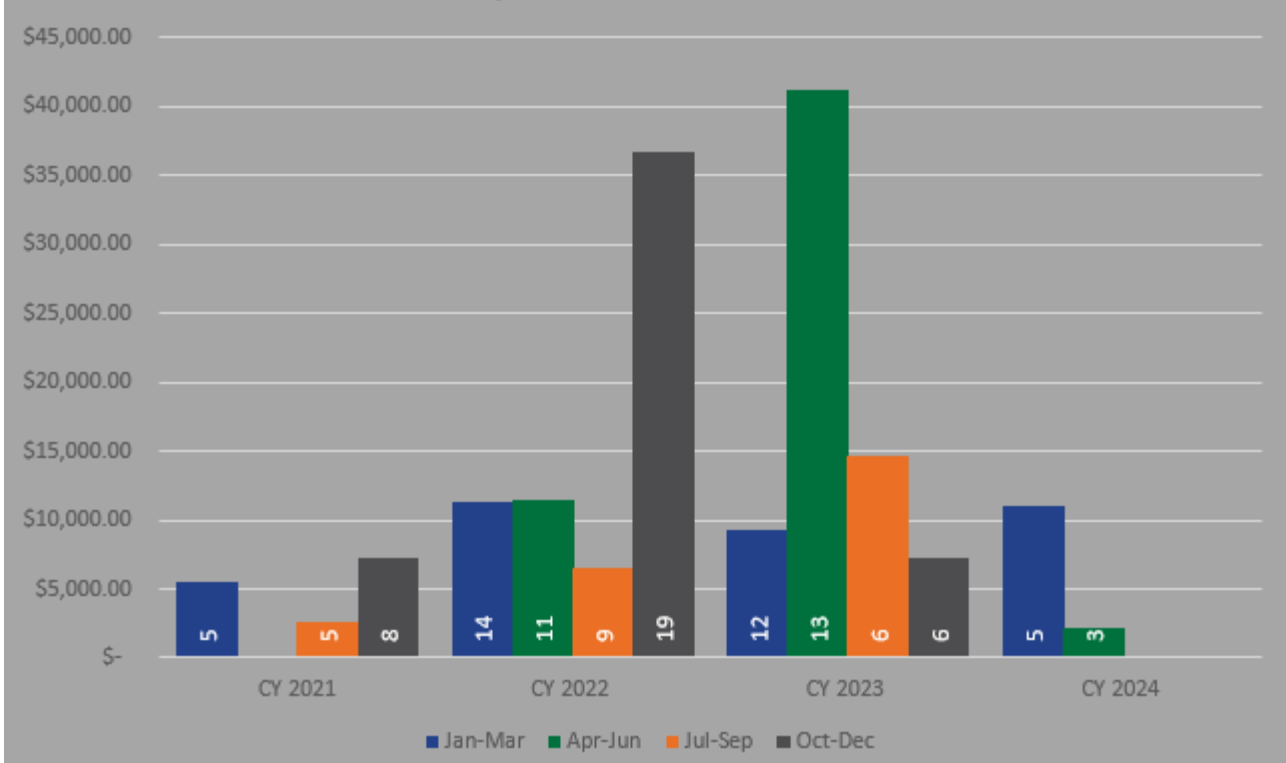


### Commercial Annual Write Off Average & Total Write Off Accounts



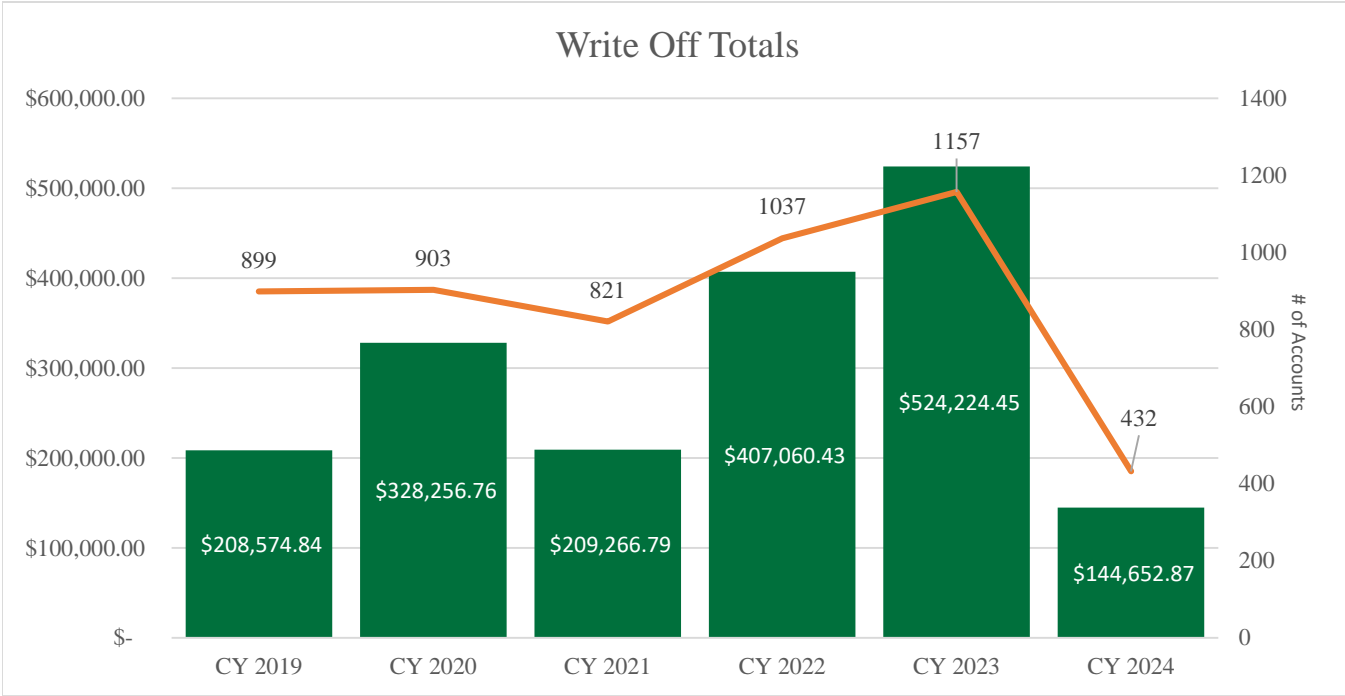
Average \$ of Write Off      Number of Write Offs

### Quarterly Commercial Write Offs



Jan-Mar      Apr-Jun      Jul-Sep      Oct-Dec





**FINANCIAL IMPACT**

---

NBU has an estimate included in the Financial Operating Plan for charge off amounts and updates the estimate annually.

**LINK TO STRATEGIC PLAN**

---

**Financial Excellence**

**EXHIBITS**

---

- 1. Charge-off Summary

**Charge Off Summary  
December 2024**

<u>TYPE OF CUSTOMER</u>	<u>AMOUNT BEFORE DEPOSIT/INTEREST APPLIED</u>	<u>DEPOSIT APPLIED</u>	<u>AMOUNT AFTER DEPOSIT/INTEREST APPLIED</u>	<u>AMOUNT OF CHARGE OFF PER \$100 BILLED</u>
Residential	\$100,932.09	\$36,612.43	\$64,319.66	0.093%
Commercial	\$3,828.36	\$1,699.75	\$2,128.61	0.003%
Miscellaneous	\$0.00	\$0.00	\$0.00	0.000%
Bankruptcy	\$1,664.80	\$370.54	\$1,294.26	0.002%
<b>Total</b>	<b>\$106,425.25</b>	<b>\$38,682.72</b>	<b>\$67,742.53</b>	<b>0.104%</b>

**Historical Charge-Off Information**

	<b>2024</b>			<b>2023</b>			<b>2022</b>		
	<u>Charge-Off Amount</u>	<u># of Charge-Offs</u>	<u>Average Amount</u>	<u>Charge-Off Amount</u>	<u># of Charge-Offs</u>	<u>Average Amount</u>	<u>Charge-Off Amount</u>	<u># of Charge-Offs</u>	<u>Average Amount</u>
1st Qtr	\$76,910.34	206	\$373.35	\$166,886.39	309	\$540.09	\$64,808.78	230	\$281.78
2nd Qtr	\$67,742.53	226	\$299.75	\$108,696.15	221	\$491.84	\$70,413.13	248	\$283.92
3rd Qtr				\$152,227.82	359	\$424.03	\$140,408.89	334	\$420.39
4th Qtr				\$96,414.09	268	\$359.75	\$131,429.63	225	\$584.13



**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:** Jesse Luna      **Reviewed by:** David Hubbard  
Purchasing Manager      Chief Administrative Officer

**Submitted by:** David Hubbard      **Approved by:** Ryan Kelso  
Chief Administrative Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Approve Staff Recommendation to Reject All Proposals Submitted for the RFP #25-0005, Gruene Road Sewer Main Rehabilitation/Relocation Solicitation

## **BACKGROUND**

On October 1, 2024, New Braunfels Utilities (“NBU”) issued a request for competitive sealed proposals, RFP# 25-0005, for the construction of sewer mains and an odor control unit. The Project consists of three project sites, including (i) historic Gruene beginning at the intersection of Hunter Road and Gruene Road and running roughly 2,200 linear feet south along Gruene Road (“Phase 1”), (ii) NBU Gruene Wastewater Treatment Plant property located at 1322 Loop 337 (“Phase 2”), and (iii) near the intersection Gruene Road and Loop 337 (“Phase 3”).

The deadline to submit proposals was November 12, 2024, at 2:00 p.m. NBU received two proposals, one from Spiess Construction, and the other from SkyBlue Utilities Inc. The proposal NBU received from Spiess Construction was significantly over budget, and the proposal from SkyBlue Utilities Inc. did not include a schedule for completion.

NBU desires to resolicit the Project in order to receive a greater quantity of competitive proposals that are accompanied by the information necessary to fully evaluate the proposals. NBU is planning to begin with Phase 2 of the Project prior to Phase 1 to mitigate community impact. Based on this information, it is in NBU’s best interests to reject all proposals. Pursuant to sections I.12, V., and VI.3 of the RFP #25-0005, NBU reserved the right to reject any or all proposals. NBU staff requests that the Board of Trustees reject all proposals submitted in response to RFP #25-0005, Gruene Road Sewer Main Rehabilitation/Relocation Solicitation.

This item is being presented to the Board because the Purchasing Policy and Section 252.043(f) of the Local Government Code require the governing body to authorize the rejection of all proposals submitted in response to a solicitation.

## **FINANCIAL IMPACT**

There is no financial impact.

**LINK TO STRATEGIC PLAN**

---

**Customers and Community**

**People and Culture**

**Stewardship**

**EXHIBITS**

---

None





**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:** Adam Willard, P.E.      **Reviewed by:** Michael Short, P.E.  
 Chief Engineer of Water      Director of Water Services and  
 Systems      Compliance

**Submitted by:** Mark Steelman      **Approved by:** Ryan Kelso  
 Chief Operations Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Authorize the CEO or His Designee to Negotiate and Execute a Professional Services Agreement with Freese and Nichols, Inc. for the Water and Wastewater Master Plan Project

## **BACKGROUND**

This Professional Services Agreement (the “Agreement”) with Freese and Nichols, Inc. (“FNI”) is anticipated to provide NBU with an updated water and wastewater model and a new CIP plan. The Agreement provides project management and data collection, water hydraulic model update and calibration, wastewater hydraulic model update and calibration, water and wastewater projections, hydraulic analyses and system evaluation, Capital Improvements Plan (“CIP”), report, and Board presentation for the New Braunfels Utilities (“NBU”) Water and Wastewater Master Plan Project (the “Project”).

NBU staff requests that the Board of Trustees approve the Agreement with FNI for the Project.

This item is being presented to the Board because the total amount of the Agreement exceeds \$500,000.

## **FINANCIAL IMPACT**

The total financial impact for the Agreement with FNI for the Project is \$598,758.00. The Project is budgeted within the Fiscal Year 2025 through Fiscal Year 2026 NBU Board approved Operations and Maintenance Budget.

## **LINK TO STRATEGIC PLAN**

**Customers and Community**

**Infrastructure and Technology**

**Financial Excellence**

**Stewardship**

**EXHIBITS**

---

1. Professional Services Agreement with FNI

## PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered by and between **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), and **FREESE AND NICHOLS, INC.**, a Texas corporation (the “Professional”). For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as set forth herein.

Section 1. Term of Agreement. This Agreement shall become effective the date on which the last party to this Agreement executes this Agreement and this Agreement shall not be binding until executed by all parties (the “Effective Date”). Once this Agreement is executed by both parties, this Agreement shall remain in effect until the completion date specified in Exhibit A, unless terminated as provided for in this Agreement. Subject to Section 271.904 of the Texas Local Government Code, as amended, Exhibit A shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks related to the Services (hereinafter defined).

Section 2. Scope of Services.

(A) The Professional shall perform the services described in Exhibit A (the “Services”) within the timeframe specified therein. The time limits for the Services stated in Exhibit A are of the essence of the Agreement. By executing this Agreement, the Professional confirms that the timeframe in Exhibit A is a reasonable period for performing the Services.

(B) The quality of Services provided hereunder shall be of the level of professional quality performed by professionals regularly rendering this type of service.

(C) The Professional shall perform the Services in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by NBU except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) Amount. The Professional shall be paid the amount set forth in Exhibit B as described herein.

(B) Billing Period. NBU shall pay the Professional within thirty (30) days after receipt and approval of invoices and based upon work satisfactorily performed and completed to date. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. In the event any uncontested portions of any invoice are not paid within thirty (30) days of receipt and approval of the Professional’s invoice, the Professional shall have the right to suspend work.

(C) Reimbursable Expenses. Any and all reimbursable expenses related to the Services shall be described in Exhibit A and accounted for in the total compensation amount in Exhibit B. If these items are not specifically accounted for in both Exhibit A and Exhibit B, NBU shall not be required to pay such amounts unless otherwise agreed to in writing by both parties or unless agreed to pursuant to Section 4 of this Agreement.

Section 4. Changes to the Services; Additional Work.

(A) Changes to the Services. The Professional shall make such revisions to any work related to the Services that has been completed as are necessary to correct any errors or omissions as may appear in such work. If NBU finds it necessary to make changes to previously satisfactorily completed work or parts thereof related to the Services, the Professional shall make such revisions if requested and as directed by NBU and such services shall be considered as additional work and paid for as specified under the following paragraph.

(B) Additional Work. NBU retains the right to make changes to the Services at any time by a written contract amendment. Work that is clearly not within the general description of the Services under this Agreement must be approved in writing by NBU by contract amendment before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Services described in Exhibit A and therefore constitutes additional work, the Professional shall promptly notify NBU of that opinion in writing. If NBU agrees that such work does constitute additional work, then NBU and the Professional shall execute a contract amendment for the additional work and NBU shall compensate the Professional for the additional work on the same basis of the rates for the Services contained in Exhibit B. If the changes reduce the scope of the Services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by the Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by NBU shall be delivered to and become the property of NBU. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to NBU without restriction or limitation on the further use of such materials; however, such materials are not intended or represented to be suitable for reuse by NBU or others. Any reuse of the materials related to the Services without prior verification or adaptation by the Professional for the specific purpose intended will be at NBU's sole risk and without liability to the Professional. Where applicable, the Professional shall retain all pre-existing proprietary rights in the materials provided to NBU but shall grant to NBU a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at the Professional's expense, have copies made of the documents or any other data furnished to NBU under or pursuant to this Agreement.

Section 6. Personnel. The Professional shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement.



The Professional agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to NBU. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Professional shall immediately notify NBU of same and shall replace such personnel with personnel possessing substantially equal ability and qualifications.

Section 7. Licenses; Materials. The Professional shall maintain in current status all federal, state, and local licenses and permits required for the Professional to perform the Services and operate its business. NBU has no obligation to provide the Professional, its employees or subcontractors any business registrations or licenses required to perform the Services described in this Agreement. NBU has no obligation to provide tools, equipment, or materials to the Professional.

Section 8. Professional's Seal; Standard of Care. To the extent the Professional has a professional seal, the Professional shall place such seal on all final documents and data furnished by the Professional to NBU. Preliminary documents released from a license holder's control shall identify the purpose of the document, the engineer(s) of record and the engineer license number(s), and the release date on the title sheet of bound engineering reports, specifications, details, calculations or estimates, and each sheet of plans or drawings regardless of size or binding. As required by Section 271.904 of the Texas Local Government Code, as amended, all services provided under this Agreement will be performed with the professional skill and care ordinarily provided by competent engineers or architects, as applicable, practicing under the same or similar circumstances and professional license. The Professional shall perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as applicable. The plans, specifications, and data provided by the Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by NBU and the Professional. NBU acknowledges that the Professional does not have control over the methods or means of work or the costs of labor, materials, or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

Section 9. Indemnification.

**(A) GENERAL. TO THE EXTENT PERMITTED BY LAW, INCLUDING SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS NBU AND EACH BOARD MEMBER, OFFICER, EMPLOYEE, AGENT, AND REPRESENTATIVE THEREOF (NBU AND ANY SUCH PERSON BEING HEREIN CALLED AN "INDEMNIFIED PARTY") FOR, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY ANY INDEMNIFIED PARTY WHICH ARE:**

- i. DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY THE PROFESSIONAL, ITS AGENT, EMPLOYEE, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL;**

- ii. CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF PROFESSIONAL'S STANDARD OF CARE, BY THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL;
- iii. CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL;
- iv. DUE TO THE FAILURE OF THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL TO PAY THEIR CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE AGREEMENT; OR
- v. OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.

**(B) REIMBURSEMENT OF NBU'S FEES IN DEFENSE OF CLAIMS.** TO THE EXTENT NBU INCURS ATTORNEY'S FEES IN DEFENSE OF ANY CLAIM ASSERTED AGAINST NBU THAT ARISES OR RESULTS FROM THE ALLEGED ACTS OR OMISSIONS OF THE PROFESSIONAL DESCRIBED IN THIS SECTION, THE PROFESSIONAL SHALL REIMBURSE NBU ITS REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE PROFESSIONAL'S LIABILITY FOUND AFTER A FINAL ADJUDICATION OF LIABILITY.

The obligations of the Professional under this Section shall survive the termination of this Agreement.

Section 10. Insurance.

(A) General.

- i. Insurer Qualifications. Without limiting any obligations or liabilities of the Professional, the Professional shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Texas with an A.M. Best, Inc. rating of A- VII or above

with policies and forms satisfactory to NBU. Failure to maintain insurance as specified herein may result in termination of this Agreement at NBU's option.

- ii. No Representation of Coverage Adequacy. By requiring insurance, NBU does not represent that coverage and limits will be adequate to protect the Professional. NBU reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve the Professional from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- iii. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, and Board of Trustees as an Additional Insured as specified under the respective coverage sections of this Agreement.
- iv. Coverage Term. All insurance required herein shall be maintained in full force and effect until all the Services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by NBU, unless specified otherwise in this Agreement.
- v. Primary Insurance. The Professional's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of NBU as an Additional Insured.
- vi. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage will extend, either by keeping coverage in force or purchasing an extended reporting option, for three years after the conclusion of the term of this Agreement. Such continuing coverage will be evidenced by submission of annual certificates of insurance stating applicable coverage is in force and containing provisions as required herein for the three-year period.
- vii. Waiver. All policies (except for Professional Liability, if applicable), including Workers' Compensation insurance, will contain a waiver of rights of recovery (subrogation) against NBU, its agents, representatives, officers, employees, and Board of Trustees for any claims arising out of the Services performed by the Professional. The Professional shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- viii. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured

retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to NBU. The Professional shall be solely responsible for any such deductible or self-insured retention amount.

- ix. Use of Subcontractors. The Professional shall not use subcontractors for all or any work under this Agreement without the prior written consent of NBU in its sole discretion. If any work under this Agreement is subcontracted in any way, the Professional shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Agreement and insurance requirements set forth herein protecting NBU and the Professional. The Professional shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- x. Evidence of Insurance. Prior to the Effective Date of this Agreement, the Professional shall provide suitable evidence of insurance to NBU, which confirms that all required insurance policies are in full force and effect. Evidence of insurance shall be in a form acceptable to NBU. Confidential information such as the policy premium may be redacted from the documents evidencing each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. NBU will rely upon the requested information, including, but not limited to, certificates of insurance, endorsements, schedule of forms and endorsements, or other policy language as evidence of coverage but such acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it will be the Professional's responsibility to forward renewal certificates and evidence of insurance to NBU five (5) days prior to the expiration date.

(B) Required Insurance Coverage. Any of the coverage set forth below may be waived by NBU in its sole discretion, but any such waiver must be signed by an authorized representative of NBU on or before the Effective Date of this Agreement.

- i. Commercial General Liability. The Professional shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, and property damage. The definition of insured contract cannot have any modifications as outlined in the ISO policy form CG 0001 0413. Third party action over coverage must not be specifically excluded. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, and Board of Trustees shall be cited as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.



- ii. Auto Liability. The Professional shall maintain Automobile Liability insurance with a limit of \$1,000,000 combined single limit on the Professional's owned or hired and non-owned vehicles, as applicable, assigned to or used in the performance of the Services by the Professional under this Agreement. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, and Board of Trustees shall be cited as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- iii. Professional Liability. The Professional shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Professional, or anyone employed by the Professional, or anyone for whose negligent acts, mistakes, errors and omissions the Professional is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three years after the conclusion of the term of this Agreement, and the Professional shall be required to submit certificates of insurance and other requested information evidencing proper coverage is in effect as required above. Confidential information such as the policy premium or proprietary information may be redacted from the insurance information requested, provided that such redactions do not alter any of the information required by this Agreement.
- iv. Workers' Compensation and Employer's Liability Insurance. The Professional shall maintain Workers' Compensation insurance to cover the Professional's employees engaged in the performance of the Services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

(C) Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to NBU.

#### Section 11. Termination.

(A) For NBU's Convenience. This Agreement is for the convenience of NBU and, as such, may be terminated by NBU for any reason upon thirty (30) days' written notice by NBU to the Professional. Upon termination for convenience, the Professional will be paid for the Services performed to the termination date less any offsets to which NBU may be entitled under the terms of this Agreement. By written notice to NBU, the Professional may suspend work if the Professional reasonably determines that working conditions at the site (outside the Professional's control) are unsafe, or in violation of applicable laws, or in the event NBU has not made timely payment in accordance with this Agreement, or for other circumstances not caused by the Professional that are materially interfering with the normal progress of the work. The

Professional's suspension of work hereunder shall be without prejudice to any other remedy of the Professional at law or equity.

(B) For Cause. If either party violates any provision or fails to perform any obligation of this Agreement and such party fails to cure its nonperformance within thirty (30) days after written notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within thirty (30) days, then the defaulting party will have such additional period of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (i) provides written notice to the non-defaulting party and (ii) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event will any such cure period exceed ninety (90) days. Only one notice of nonperformance will be required during the term of this Agreement and in the event of a second breach or violation, the nondefaulting party may immediately terminate this Agreement without notice to the defaulting party. In the event of any termination for cause by NBU, payment will be made by NBU to the Professional for the undisputed portion of its fee due as of the termination date less any offsets to which NBU may be entitled under the terms of this Agreement.

(C) Non-Collusion. The Professional represents and warrants that the Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to NBU under this Agreement. If NBU determines that the Professional gave, made, promised, paid or offered any gift, bonus, commission, money, or other consideration to NBU or any of its officers, agents, or employees to secure this Agreement, NBU may elect to cancel this Agreement by written notice to the Professional. The Professional further agrees that the Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from NBU pursuant to this Agreement) for any of the Services performed by the Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to the Professional, the Professional shall immediately report that fact to NBU and, NBU, at its sole option, may elect to cancel this Agreement by written notice to the Professional.

(D) Agreement Subject to Appropriation. This Agreement is subject to appropriation of funds. The provisions of this Agreement for payment of funds by NBU shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. NBU shall be the sole judge and authority in determining the availability of funds under this Agreement and NBU shall keep the Professional fully informed as to the availability of funds for the Agreement. The obligation of NBU to make any payment pursuant to this Agreement is a current expense of NBU, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of NBU. If sufficient funds are not appropriated to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and NBU and the Professional shall be relieved of any subsequent obligation under this Agreement.

Section 12. Miscellaneous.

- (A) Independent Contractor. The Professional acknowledges that the Professional is an independent contractor of NBU and is not an employee, agent, official or representative of NBU. The Professional shall not represent, either expressly or through implication, that the Professional is an employee, agent, official or representative of NBU. Income taxes, self-employment taxes, social security taxes and the like shall be the sole responsibility of the Professional.
- (B) Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Comal County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Comal County, Texas.
- (C) Compliance with Laws. The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish satisfactory proof of compliance to NBU.
- (D) Amendments. This Agreement may only be amended, modified, or supplemented by a written amendment signed by persons duly authorized to enter into contracts on behalf of NBU and the Professional.
- (E) Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall promptly be physically amended to make such insertion or correction.
- (F) Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (G) Entire Agreement; Interpretation; Parol Evidence. This Agreement and the related Exhibits constitute the entire agreement of the parties with respect to the subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded thereby. No representations, inducements or oral agreements have been made by any of the parties except as expressly set forth in this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement.

(H) No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be null and void.

(I) Subcontractors. The Professional shall not transfer any portion of the work related to the Services under this Agreement to any subcontractor without the prior written consent of NBU, which consent shall not be unreasonably withheld. The approval or acquiescence of NBU in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Professional.

(J) Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(K) Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which will be deemed to have accrued on the commencement of such action.

(L) Liens. All materials or services provided under this Agreement shall be free of all liens and, if NBU requests, a formal release of all liens shall be delivered to NBU.

(M) Offset.

- i. Offset for Damages. In addition to all other remedies at law or equity, NBU may offset from any money due to the Professional any amount the Professional owes to NBU for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement, including but not limited to all costs, expenses, fines, fees, and charges associated with obtaining performance from alternative sources, shipping, handling, materials, equipment rental, travel expenses and associated costs.
- ii. Offset for Delinquent Fees or Taxes. NBU may offset from any money due to the Professional any amount the Professional owes to NBU for delinquent fees, including any interest or penalties.

(N) Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the



party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to NBU:

New Braunfels Utilities  
 Attn: Director of Water Services  
 263 Main Plaza  
 New Braunfels, TX 78130

With copy to:

New Braunfels Utilities  
 Attn: Purchasing Manager  
 355 FM 306  
 New Braunfels, TX 78130

If to the Professional:

Freese and Nichols, Inc.  
 801 Cherry St.  
 Ste 2800  
 Fort Worth, TX 76102

or at such other address, and to the attention of such other person or officer, as any party may designate by providing thirty (30) days' prior written notice of such change to the other party in the manner set forth in this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

(O) Confidentiality of Records. The Professional shall establish and maintain procedures and controls that are acceptable to NBU for the purpose of ensuring that information contained in its records or obtained from NBU or from others in carrying out the Professional's obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Professional's duties under this Agreement. Persons requesting such information should be referred to NBU. The Professional also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Professional as needed for the performance of duties under this Agreement.

(P) Right to Audit. NBU shall have the right to examine and audit the books and records of the Professional with regard to the Services, or any subsequent changes, at any reasonable time. Such books and records shall be maintained in accordance with generally accepted principles of accounting and shall be adequate to enable determination of (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

(Q) Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

(R) Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

(S) Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

(T) Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

(U) Exhibits. Except as specified in Subsection (V) of this Section, all exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

(V) Conflicting Terms. In the case of any conflicts between the terms of this Agreement and the Exhibits, the statements in the body of this Agreement shall govern. The Exhibits are intended to detail the technical scope of services, fee schedule, and the term of the contract only and shall not dictate Agreement terms.

(W) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

(X) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(Y) Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of NBU. NBU reserves the right to obtain like goods and services from another source when necessary.

Section 13. Force Majeure. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances that are beyond the reasonable control of such party (which circumstances may include, without limitation, acts of God, war, acts of civil disobedience, epidemic, pandemic, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados), labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. In no event will any delay or failure of performance caused by any force majeure condition extend this Agreement beyond its stated Term unless both parties agree in writing to such extension in an amendment to this Agreement. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

Section 14. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code, as amended, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties shall first attempt to resolve the dispute by taking the steps described in this Section. First, the dissatisfied party shall deliver to the other party a written notice substantially describing the nature of the dispute, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. Second, if the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give five (5) days' written notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. Third, if those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 15. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. The Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, as amended.

Section 16. Information Technology

(A) Limited Access. If necessary for the fulfillment of the Agreement, NBU may provide the Professional with non-exclusive, limited access to NBU's information technology infrastructure. The Professional understands and agrees to abide by NBU policies, standards, regulations and restrictions regarding access and usage of NBU's information technology infrastructure. The Professional shall reasonably enforce such policies, standards, regulations and restrictions with all the Professional's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement. The Professional's employees, agents and subcontractors must receive prior, written approval from NBU before being granted access to NBU's information technology infrastructure and data and NBU, in its sole determination, shall determine accessibility and limitations thereto. NBU reserves the right to condition or terminate the Professional's access to NBU's information technology infrastructure or data at any time. The Professional agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Professional. The parties further agree that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

(B) Data Confidentiality. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Professional in connection with this Agreement is confidential, proprietary information owned by NBU. Except as specifically provided in this Agreement, the Professional shall not intentionally disclose data generated in the performance of the Services to any third party without the prior, written consent of NBU.

(C) Data Security. Personal identifying information, financial account information, or restricted NBU information, whether electronic format or hard copy, is confidential and must be secured and protected at all times to avoid unauthorized access. At a minimum, the Professional must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

(D) Compromised Security. In the event that data collected or obtained by the Professional in connection with this Agreement is believed to have been compromised or in the event of a Security Incident, as defined by Section 2054.603 of the Texas Government Code, the Professional shall notify NBU within twenty-four (24) hours of discovery of such compromise or Security Incident. **TO THE EXTENT PERMITTED BY SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, THE PROFESSIONAL SHALL INDEMNIFY AND HOLD NBU HARMLESS FROM ANY CLAIMS RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE PROFESSIONAL, ITS OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, ANY TIER OF SUBCONTRACTOR, OR ANY ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.**

(E) Survival. The obligations of the Professional under this Section shall survive the termination of this Agreement.



Section 17. Prohibition on Contracts with Companies Boycotting Israel. The Professional hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2271.002 of the Texas Government Code, as amended. As used in the foregoing verification, “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. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 18. Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited. The Professional represents that neither it nor any of its parent company, wholly or majority owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and excludes the Professional and each of its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 19. Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia. If the Professional is granted direct or remote access to or control of critical infrastructure in the State of Texas under this Agreement, the Professional represents the following:

- (A) it is not owned by or the majority of stock or other ownership interest in the Professional is not held or controlled by:
  - i. individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code, as amended (“designated country”); or
  - ii. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or

(B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

The foregoing representation is made solely to comply with Chapter 2275 of the Texas Government Code, as amended. As used in the foregoing verification, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. “Affiliate,” with respect to a company entering into an agreement in which the critical infrastructure is electric grid equipment, has the meaning assigned by the protocols of the independent organization certified under Section 39.151, Utilities Code, for the ERCOT power region.

Section 20. Prohibition on Contracts with Companies Boycotting Energy Companies. The Professional hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2276 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2276.002 of the Texas Government Code, as amended. As used in the foregoing verification, “boycott energy companies” has the meaning used in Section 809.001 of the Texas Government Code, as amended. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 21. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. The Professional hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 22. Texas Public Information Act. The Professional recognizes that NBU is subject to the disclosure requirements of the Texas Public Information Act (the “PIA”). As part of its obligations within this Agreement, the Professional agrees, at no additional cost to NBU, to cooperate with NBU for any particular needs or obligations arising out of the NBU’s obligations under the PIA. This acknowledgment and obligation are in addition to and complementary to the NBU’s audit rights in Section 12(P).

This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU in a fiscal year of NBU.

The Professional must (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to NBU for the duration of the Agreement; (2) promptly provide to NBU any contracting information related to the Agreement that is in the custody or possession of the Professional on request of NBU; and (3) on completion of the Agreement, either:

- (i) provide at no cost to NBU all contracting information related to the Agreement that is in the custody or possession of the Professional; or
- (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to NBU.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Professional agrees that the Agreement can be terminated if the Professional knowingly or intentionally fails to comply with a requirement of that subchapter.

Section 23. Electronic Signatures. Pursuant to Chapter 322 of the Texas Business and Commerce Code, as amended, the parties agree to the use of electronic signatures herein and that the use of an electronic signature, whether digital or encrypted, is intended to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Each party further agrees that if it agrees to conduct a transaction by electronic means in this Agreement, it may refuse to conduct other transactions by electronic means and that such right may not be waived by this Agreement.

*(The remainder of this page intentionally left blank)*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the Effective Date.

**NBU:**  
**NEW BRAUNFELS UTILITIES,**  
a Texas municipally owned utility

By: \_\_\_\_\_  
Name: Ryan Kelso  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**PROFESSIONAL:**  
**FREESE & NICHOLS, INC.,**  
a Texas corporation

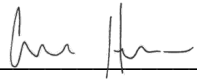
By:   
Name: Anne Hoskins  
Title: Principal  
Date: 10/25/2024



Exhibit A  
Scope of Services

The Professional shall prepare an update to the Water and Wastewater Master Plan (the “Project”). The intent of the Project is to develop a capital improvement plan (“CIP”) for the water and wastewater systems. The Professional shall develop projections for population growth and the associated water demand and wastewater flows within the NBU service area. The Professional shall update and calibrate the hydraulic models of the water and wastewater systems as part of this Project. The models will be used to evaluate the hydraulic capacity and operation of the water and wastewater systems to identify and address deficiencies. The Professional will use the hydraulic modeling results to develop system improvements. The improvements will then be grouped into projects and prioritized based on when the projects will be needed. The analysis, findings, and recommendations will be documented in a Water and Wastewater Master Plan Report.

## I. SERVICES BY TASK

The Professional shall provide the following services in accordance with the tasks described herein, corresponding to the schedule set out in Table 1 below.

### 1. Task 1: Project Management and Data Collection

- 1.1. Project Kickoff Meeting: The Professional shall meet with NBU staff to discuss the scope of work, project goals, and expectations. The Professional shall prepare a meeting agenda, project schedule, and an initial list of data needed from NBU to begin working on the Project within ten (10) business days of receiving Notice to Proceed from NBU’s project manager (“Project Manager”). The Professional shall provide the agenda, schedule, and list of data needed via email in portable document format (“PDF”).
- 1.2. Monthly Reporting and Invoices: The Professional shall provide monthly progress reports with status updates and decisions made on the Project and shall submit billing invoices and progress reports to NBU’s Project Manager on or before the 25th day of each month for the previous month’s work via email.
- 1.3. Data Collection: The Professional shall compile and review information from NBU, including the current water and wastewater system geographic information mapping, as-built drawings of water and wastewater facilities, the historical water production and water demands, metered billing data for water customers, wastewater treatment plant flows, and other information as needed for the Project.
- 1.4. Meeting Agendas and Minutes: The Professional shall provide a meeting agenda one (1)

day prior to meetings and provide a copy of the summary meeting minutes and action item logs to NBU's Project Manager within one (1) week after meetings. The Professional shall provide meeting agendas, minutes, and an action item log to the NBU Project Manager in PDF format via email. The Professional shall provide updates on the action item logs with their monthly progress reports identified in Task 1.2.

- 1.5. Project Schedule: The Professional shall develop a project schedule that includes the expected duration of each scope item and anticipated dates for meetings and deliverables. The Professional shall email the project schedule in PDF format to the NBU Project Manager. The schedule will also be included in the meeting materials for the project kickoff meeting described in Task 1.1.

## **2. Task 2: Water Hydraulic Model Update and Calibration**

- 2.1. Review Pump Field Testing Data: The Professional shall obtain the head and flow data collected as part of NBU's pump testing efforts and update the performance curves of each pump within the hydraulic model.
- 2.2. Conduct Temporary Pressure Recording: The Professional shall work with NBU staff to conduct up to three (3) sessions of temporary pressure recording at up to twenty (20) locations in the distribution system per session. The Professional shall prepare a procedure showing the proposed location of pressure recording, pressure recording duration, required Supervisory Control and Data Acquisition ("SCADA") data during the pressure recording, and assistance required from NBU. NBU will be responsible for installing and removing the pressure recorders on the designated fire hydrants. The Professional shall collect pressure data for up to three (3) two-week periods to capture the system behavior during three (3) different water demand conditions.
- 2.3. Update Hydraulic Model of Water Distribution System: The Professional shall update NBU's existing water model using as-built drawings of recently completed projects and updated Geographic Information System ("GIS") data provided by NBU. The updated model will consist of all water lines and facilities in GIS.
- 2.4. Allocate Water Demands: The Professional shall coordinate with NBU staff to obtain the existing water meter shapefiles and customer billing data corresponding to each of the three calibration periods to locate and distribute water system demands for each calibration.
- 2.5. Develop Diurnal Demand Curves for Each Pressure Zone: The Professional shall utilize NBU's SCADA records and meter data to develop diurnal demand curves representing the existing usage patterns within each pressure zone for each of the three (3) periods from the pressure recording.

- 2.6. Conduct Extended Period Simulation (“EPS”) Model Calibrations: The Professional shall utilize the updated hydraulic model to conduct three separate EPS model calibrations representing a variation in water demand conditions and water system operational schemes. The calibrations shall consist of adjusting c-factors, diurnal curves, demand distribution, and/or pump characteristics until modeling results match the field pressure measurements and pump/tank operation.
- 2.7. Meeting with NBU to Review Model Calibration Results: The Professional shall prepare graphics showing comparison of water pressure testing results and SCADA data versus model results from the water model calibrations and meet with NBU to review results.

### **3. Task 3: Wastewater Hydraulic Model Update and Calibration**

- 3.1. Flow Meter Preparatory Work: The Professional shall collect and review existing NBU information to identify temporary wastewater flow metering sites. The Professional shall perform reconnaissance of the metering sites with NBU personnel to determine the suitability for metering based on hydraulics and accessibility during rainfall periods.
- 3.2. Temporary Flow Meter Installation and Data Collection: The Professional shall install, maintain, and remove eight (8) temporary velocity/depth recorders to monitor the wastewater flow. The Professional shall install the flow meters at the locations selected by the Professional after initial investigation for the site's suitability for flow metering. If a site is unsuitable for flow metering, the Professional shall recommend an alternate site to NBU. The Professional shall obtain velocity and depth readings at 15-minute intervals to allow flow analysis at each location. The Professional shall maintain flow metering equipment and collect data for sixty (60) days to cover representative dry weather flows and any rainfall events that may occur. The Professional shall install two (2) rainfall gauges within the existing NBU wastewater service area to obtain localized rainfall data.
- 3.3. Flow Data Analysis and Infiltration/Inflow Evaluation: The Professional shall analyze raw flow monitoring data and tabulate 15-minute flow data for the entire flow monitoring period. The Professional shall prepare flow hydrographs and scattergraphs for the flow monitoring period. The Professional shall analyze flow data for average dry weather flow, peak dry weather flow, and wet weather peak flow rates. The Professional shall compare flow data with rainfall data to determine the amount of inflow/infiltration experienced during storm events.
- 3.4. Wastewater Model Update: The Professional shall utilize NBU’s GIS data and the existing InfoWorks Integrated Catchment Modeling (“ICM”) model to create an updated model of the wastewater collection system. The Professional shall utilize pipe invert elevations from GIS or as-built information. If invert elevation is unavailable, the Professional shall use inference tools within InfoWorks ICM to estimate the elevation.

- 3.5. Develop Diurnal Flow Patterns for Importation to Model: The Professional shall utilize the temporary flow monitoring data from Task 3.2 and data developed as part of the previous Master Plan to develop diurnal flow patterns for each meter basin for dry and wet weather conditions. The Professional shall import diurnal patterns to the InfoWorks ICM model developed in Task 3.4.
- 3.6. Analyze SCADA Data: The Professional shall coordinate with NBU staff to obtain SCADA records related to the wastewater collection system. The Professional shall utilize data for updating information such as pump on/off levels at lift stations, pump run times, and wastewater treatment plant influent flows.
- 3.7. Subcatchment Generation: The Professional shall create sewer subcatchments to delineate areas in which flows enter the wastewater system. The Professional shall utilize subcatchments in the InfoWorks ICM model to allocate wastewater flows and contributing area to each manhole.
- 3.8. Dry Weather Calibration: The Professional shall update the dry weather calibration for basins that were monitored in Task 3.2 for the selected dry weather flow event by adjusting antecedent conditions, per capita flows, diurnal curves, and dry weather infiltration. The Professional shall adjust lift station parameters based on the system response observed during the calibration event using SCADA records and flow meter responses. The Professional shall prepare charts at selected calibration points showing metered versus modeled dry weather flows to document the model calibration results.
- 3.9. Wet Weather Calibration: The Professional shall update the wet weather calibration for a storm event captured during the temporary flow monitoring in Task 3.2. The Professional shall adjust model parameters, such as lift station operations, inflow and infiltration volume, timing of flow response, and runoff area, to match observed flow, velocity, and depth. The Professional shall prepare charts at selected calibration points showing metered vs. modeled wet weather flows to document the model calibration results.
- 3.10. Meet with NBU to Review Wastewater Model Calibration Results: The Professional shall prepare material and attend a meeting with NBU on a date reasonably specified by NBU to discuss the wastewater model development and calibration results.

#### **4. Task 4: Water and Wastewater Projections**

- 4.1. Coordination Meetings: The Professional shall attend, facilitate, and prepare meeting materials for the following meetings related to the water and wastewater projections:
  - 4.1.1. one (1) virtual meeting with City of New Braunfels planning staff;
  - 4.1.2. one (1) virtual meeting with NBU's water resources consultant;



- 4.1.3. one (1) virtual meeting with NBU data analytics staff to discuss current NBU population growth projections;
  - 4.1.4. one (1) in-person meeting with NBU staff to discuss future service area boundaries; and
  - 4.1.5. one (1) in-person meeting with NBU staff to discuss projected water and wastewater connections.
- 4.2. Develop Land Use Assumptions: The Professional shall utilize available data on impending developments, existing vacant lots, and future land use to develop projected connections for the planning years 2026, 2031, 2036, 2051, and buildout. The Professional shall convert residential and non-residential growth into equivalent single-family connections by Census Block Group. The Professional shall use connections as defined by Texas Administrative Code (“TAC”) §290.38(18) as population units for this study.
- 4.3. Develop Water Demand and Wastewater Flow Projections: The Professional shall obtain and evaluate historical water usage and wastewater flow data to develop trends and calculate peaking factors. The Professional shall use this data in conjunction with the projected connections developed in Task 4.2 to project water demand and wastewater flows. The Professional shall develop water demand and wastewater flow projections for the planning years 2026, 2031, 2036, 2051, and buildout by Census Block Group.

## 5. Task 5: Hydraulic Analyses and System Evaluation

- 5.1. Water Supply Integration Alternatives Meeting: The Professional shall conduct a meeting with NBU staff and NBU’s water resources planning consultant to discuss and document current and future water supply alternatives. The Professional shall further evaluate up to four alternatives developed during the workshop.
- 5.2. Evaluate Water Supply Integration Alternatives: The Professional shall evaluate the four alternatives developed during the meeting described in Task 5.1. The Professional shall evaluate the alternatives based on factors such as cost, ease of operations, redundancy, and/or schedule. The Professional shall recommend a water supply integration strategy to inform the development of the water distribution system improvements.
- 5.3. Evaluate Water System Capacity Requirements: The Professional shall evaluate existing and future pumping, storage, and production capacity based on Texas Commission on Environmental Quality minimum requirements and level of service criteria to be developed by the Professional through coordination with NBU. The Professional shall identify existing system deficiencies and future improvements for each water system component.

- 5.4. Evaluate Wastewater System Capacity Requirements: The Professional shall evaluate existing and future lift station and treatment capacity based on level of service criteria. The Professional shall identify existing system deficiencies and future improvements for each wastewater system component.
- 5.5. Design Storm Evaluation: The Professional shall develop a design storm to be used for wastewater system evaluation. The Professional shall base the design storm on the National Oceanic and Atmospheric Administration Atlas 14 data for Texas.
- 5.6. Review NBU Design Criteria: The Professional shall review NBU's current design criteria related to connections, water demands, and wastewater flows. The Professional shall document any differences between the design criteria and the recommended master planning criteria.
- 5.7. Prepare Water and Wastewater Models for Analysis: The Professional shall allocate existing and future demands and flows in the hydraulic models. The Professional shall set up and validate model scenarios and networks. The Professional shall develop additional model parameters as necessary to conduct modeling identified in Tasks 5.7 and 5.8.
- 5.8. Identify Water System Improvements: The Professional shall utilize the water model to develop and analyze alternatives to determine sizing of water system transmission mains, elevated and ground storage, and pumping facilities needed to serve 25-year demands throughout each pressure zone. The Professional shall develop interim model runs for the planning years 2026, 2031, and 2036 to determine phasing of water system improvements. The Professional shall include production, conveyance, storage, and pumping needs in the system improvements. The Professional will not develop model runs or system improvements for buildout but will evaluate pumping and storage needs at buildout to inform sizing of 2051 system improvements.
- 5.9. Identify Wastewater System Improvements: The Professional shall utilize the wastewater model to develop and analyze alternatives to determine sizing of wastewater system conveyance, storage, and lift station facilities needed to serve 25-year flows throughout each basin. The Professional shall develop interim model runs for the planning years 2026, 2031, and 2036 to determine phasing of wastewater system improvements. System improvements will include treatment, conveyance, and pumping needs. FNI will not develop model runs or system improvements for buildout but will evaluate lift station and treatment capacity needs at buildout to inform sizing of 2051 system improvements.
- 5.10. Coordination Meetings: The Professional shall attend, facilitate, and prepare meeting

materials for the following meetings related to the hydraulic analysis and system evaluation:

- 5.10.1. meeting with NBU staff to discuss draft wastewater system improvements, one (1) meeting;
- 5.10.2. meeting with NBU staff to discuss draft water system improvements, one (1) meeting; and
- 5.10.3. meeting with NBU staff to discuss phased improvements, one (1) meeting.

## **6. Task 6: Capital Improvements Plan, Report, and Board Presentation**

- 6.1. Develop Water and Wastewater Capital Improvements Plan (CIP): The Professional shall develop prioritization and costs for proposed projects through the 25-year planning period. The Professional shall conduct a more detailed investigation of the projects recommended within the 5-year CIP to better define the components of proposed improvements. The Professional shall develop high-level planning stage cost estimates for projects beyond five (5) years. The Professional shall produce large-scale citywide maps showing proposed projects, costs, and phasing.
- 6.2. Prepare CIP Budget Information: The Professional shall prepare information for the Authorization for Expenditure (“AFE”) forms needed for NBU’s budgeting process. The Professional shall develop unique project identifiers to aid in tracking new projects year-to-year. For each project in the 5-year CIP, the Professional shall determine a budget for design and construction by fiscal year.
- 6.3. Prepare Draft Water and Wastewater Master Plan Report: The Professional shall prepare a draft Water and Wastewater Master Plan Report documenting the assumptions, methodologies, findings, and recommendations of the Project. The Professional shall submit an electronic PDF copy of the draft Water and Wastewater Master Plan Report for NBU staff review during the timeframe listed in Table 1 for Task 6.
- 6.4. Revise and Finalize Report: NBU shall provide written comments on the draft Water and Wastewater Master Plan Report. Within thirty (30) days after the Professional receives NBU’s written comments to the draft Water and Wastewater Master Plan Report, the Professional shall revise the draft Water and Wastewater Master Plan Report based on NBU comments and submit five (5) final hard copies and one (1) electronic copy in PDF format of the final Water and Wastewater Master Plan Report to NBU.
- 6.5. Project Presentations: The Professional shall attend up to three (3) meetings to discuss and/or present the Water and Wastewater Master Plan report. The Professional shall be available to answer questions and discuss content on all aspects of the Project. Meetings could include the Board of Trustees, the Chief Operations Officer, the Chief Executive Officer, and/or others.

- 6.6. Prepare Summary Interactive Deliverable: The Professional shall meet with NBU staff to solicit input on the content of an interactive deliverable for internal or external use. The interactive deliverable may include dynamic mapping showing CIP projects, cost information, hydraulic information, and/or phasing. The Professional shall prepare the interactive deliverable using the Environmental Systems Research Institutes, Inc. ArcGIS Online platform, Microsoft Power BI, or other platform agreed upon during development.
- 6.7. Deliver Model Files: The Professional shall deliver the necessary electronic files for the deliverable described in Task 6.6 via a file transfer protocol (“FTP”) link for the water and wastewater models to the NBU Project Manager within thirty (30) days of delivering the final Water and Wastewater Master Plan Report.

**TIME OF COMPLETION**

The Professional is authorized to commence work on the services upon execution of this Agreement and agrees to complete these services in accordance with the schedule below.

**Table 1**

<b>Project Milestones</b>	<b>Start Date</b>	<b>End Date</b>
Task 1: Project Management and Data Collection	01/06/25	07/31/26
Task 2: Water Hydraulic Model Update and Calibration	01/15/25	10/31/25
Task 3: Wastewater Hydraulic Model Update and Calibration	03/01/25	08/31/25
Task 4: Water and Wastewater Projections	06/01/25	10/15/25
Task 5: Hydraulic Analyses and System Evaluation	10/01/25	02/28/26
Task 6: Capital Improvements Plan, Report, and Board Presentation	02/01/26	07/31/26



Exhibit B  
Compensation

NBU agrees to pay the Professional for the Services during the term of this Agreement in an amount not to exceed \$598,758 as further described in the table below and made a part of this Agreement.

<b>Task</b>	<b>Cost</b>
Task 1: Project Management and Data Collection	\$26,561
Task 2: Water Hydraulic Model Update and Calibration	\$80,001
Task 3: Wastewater Hydraulic Model Update and Calibration	\$145,026
Task 4: Water and Wastewater Projections	\$54,134
Task 5: Hydraulic Analyses and System Evaluation	\$132,568
Task 6: Capital Improvements Plan, Report, and Board Presentation	\$160,468
<b>Total</b>	<b>\$598,758</b>



**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:** Adam Willard, P.E.      **Reviewed by:** Michael Short, P.E.  
 Chief Engineer of Water      Director of Water Services and  
 Systems      Compliance

**Submitted by:** Mark Steelman      **Approved by:** Ryan Kelso  
 Chief Operations Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Authorize the CEO or His Designee to Negotiate and Execute a Professional Services Agreement with Freese and Nichols, Inc. for the Design of the Well 6 and Loop GST Improvements Project

## **BACKGROUND**

This Professional Services Agreement (the “Agreement”) with Freese and Nichols, Inc. (“FNI”) provides project management services, preliminary design phase services, final design phase services, permitting services, bid phase services, and construction phase services for the New Braunfels Utilities (“NBU”) Well 6 and Loop Ground Storage Tank (“GST”) Improvements Project (the “Project”). The Project is anticipated to provide aging infrastructure improvements to the tank and pump facilities, and also improve site conditions at the Loop GST pump station located behind the Loop 337 power substation and Well 6 located at 14 Rock Moss in New Braunfels.

NBU staff requests that the Board of Trustees approve the Agreement with FNI for the Project.

This item is being presented to the Board because the total amount of the Agreement exceeds \$500,000.

Upon completion of the final design, NBU staff will solicit a construction contract and anticipate bringing the contract to the Board for approval in May 2026. NBU staff plans to begin construction in June 2026 and complete it by July 2028.

## **FINANCIAL IMPACT**

The total financial impact for the Agreement with FNI for the Project is \$1,998,468.00, including supplemental services. The Project is budgeted within the fiscal year 2025 through fiscal year 2028 NBU Board approved Capital Improvements Projects Budget.

The total cost to include Supplemental Services is over the approved Fiscal Year 2025 project budget. The costs for this project will be updated within the proposed Fiscal Year 2026 through Fiscal Year 2028 Capital Improvements Projects Budget.

**LINK TO STRATEGIC PLAN**

---

**Customers and Community**

**Infrastructure and Technology**

**Safety and Security**

**EXHIBITS**

---

1. Professional Services Agreement with FNI

## PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered by and between **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), and **FREESE AND NICHOLS, INC.**, a Texas corporation (the “Professional”). For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as set forth herein.

**Section 1. Term of Agreement.** This Agreement shall become effective the date on which the last party to this Agreement executes this Agreement and this Agreement shall not be binding until executed by all parties (the “Effective Date”). Once this Agreement is executed by both parties, this Agreement shall remain in effect until the completion date specified in Exhibit A, unless terminated as provided for in this Agreement. Subject to Section 271.904 of the Texas Local Government Code, as amended, Exhibit A shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks related to the Services (hereinafter defined).

**Section 2. Scope of Services.**

(A) The Professional shall perform the services described in Exhibit A (the “Services”) within the timeframe specified therein. The time limits for the Services stated in Exhibit A are of the essence of the Agreement. By executing this Agreement, the Professional confirms that the timeframe in Exhibit A is a reasonable period for performing the Services.

(B) The quality of Services provided hereunder shall be of the level of professional quality performed by professionals regularly rendering this type of service.

(C) The Professional shall perform the Services in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by NBU except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

**Section 3. Compensation.**

(A) **Amount.** The Professional shall be paid the amount set forth in Exhibit B as described herein.

(B) **Billing Period.** NBU shall pay the Professional within thirty (30) days after receipt and approval of invoices and based upon work satisfactorily performed and completed to date. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. In



the event any uncontested portions of any invoice are not paid within thirty (30) days of receipt and approval of the Professional's invoice, the Professional shall have the right to suspend work.

(C) Reimbursable Expenses. Any and all reimbursable expenses related to the Services shall be described in Exhibit A and accounted for in the total compensation amount in Exhibit B. If these items are not specifically accounted for in both Exhibit A and Exhibit B, NBU shall not be required to pay such amounts unless otherwise agreed to in writing by both parties or unless agreed to pursuant to Section 4 of this Agreement.

#### Section 4. Changes to the Services; Additional Work.

(A) Changes to the Services. The Professional shall make such revisions to any work related to the Services that has been completed as are necessary to correct any errors or omissions as may appear in such work. If NBU finds it necessary to make changes to previously satisfactorily completed work or parts thereof related to the Services, the Professional shall make such revisions if requested and as directed by NBU and such services shall be considered as additional work and paid for as specified under the following paragraph.

(B) Additional Work. NBU retains the right to make changes to the Services at any time by a written contract amendment. Work that is clearly not within the general description of the Services under this Agreement must be approved in writing by NBU by contract amendment before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Services described in Exhibit A and therefore constitutes additional work, the Professional shall promptly notify NBU of that opinion in writing. If NBU agrees that such work does constitute additional work, then NBU and the Professional shall execute a contract amendment for the additional work and NBU shall compensate the Professional for the additional work on the same basis of the rates for the Services contained in Exhibit B. If the changes reduce the scope of the Services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by the Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by NBU shall be delivered to and become the property of NBU. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to NBU without restriction or limitation on the further use of such materials; however, such materials are not intended or represented to be suitable for reuse by NBU or others. Any reuse of the materials related to the Services without prior verification or adaptation by the Professional for the specific purpose intended will be at NBU's sole risk and without liability to the Professional. Where applicable, the Professional shall retain all pre-existing proprietary rights in the materials provided to NBU but shall grant to NBU a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at the Professional's expense, have copies made of the documents or any other data furnished to NBU under or pursuant to this Agreement.

Section 6. Personnel. The Professional shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. The Professional agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to NBU. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Professional shall immediately notify NBU of same and shall replace such personnel with personnel possessing substantially equal ability and qualifications.

Section 7. Licenses; Materials. The Professional shall maintain in current status all federal, state, and local licenses and permits required for the Professional to perform the Services and operate its business. NBU has no obligation to provide the Professional, its employees or subcontractors any business registrations or licenses required to perform the Services described in this Agreement. NBU has no obligation to provide tools, equipment, or materials to the Professional.

Section 8. Professional's Seal; Standard of Care. To the extent the Professional has a professional seal, the Professional shall place such seal on all final documents and data furnished by the Professional to NBU. Preliminary documents released from a license holder's control shall identify the purpose of the document, the engineer(s) of record and the engineer license number(s), and the release date on the title sheet of bound engineering reports, specifications, details, calculations or estimates, and each sheet of plans or drawings regardless of size or binding. As required by Section 271.904 of the Texas Local Government Code, as amended, all services provided under this Agreement will be performed with the professional skill and care ordinarily provided by competent engineers or architects, as applicable, practicing under the same or similar circumstances and professional license. The Professional shall perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as applicable. The plans, specifications, and data provided by the Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by NBU and the Professional. NBU acknowledges that the Professional does not have control over the methods or means of work or the costs of labor, materials, or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

Section 9. Indemnification.

**(A) GENERAL. TO THE EXTENT PERMITTED BY LAW, INCLUDING SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS NBU AND EACH BOARD MEMBER, OFFICER, EMPLOYEE, AGENT, AND REPRESENTATIVE THEREOF (NBU AND ANY SUCH PERSON BEING HEREIN CALLED AN "INDEMNIFIED PARTY") FOR, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY ANY INDEMNIFIED PARTY WHICH ARE:**

- i. DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY THE**

**PROFESSIONAL, ITS AGENT, EMPLOYEE, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL;**

- ii. **CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF PROFESSIONAL’S STANDARD OF CARE, BY THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL;**
- iii. **CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL;**
- iv. **DUE TO THE FAILURE OF THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL TO PAY THEIR CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE AGREEMENT; OR**
- v. **OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.**

**(B) REIMBURSEMENT OF NBU’S FEES IN DEFENSE OF CLAIMS. TO THE EXTENT NBU INCURS ATTORNEY’S FEES IN DEFENSE OF ANY CLAIM ASSERTED AGAINST NBU THAT ARISES OR RESULTS FROM THE ALLEGED ACTS OR OMISSIONS OF THE PROFESSIONAL DESCRIBED IN THIS SECTION, THE PROFESSIONAL SHALL REIMBURSE NBU ITS REASONABLE ATTORNEY’S FEES IN PROPORTION TO THE PROFESSIONAL’S LIABILITY FOUND AFTER A FINAL ADJUDICATION OF LIABILITY.**

The obligations of the Professional under this Section shall survive the termination of this Agreement.

Section 10. Insurance.

(A) General.

- i. Insurer Qualifications. Without limiting any obligations or liabilities of the Professional, the Professional shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Texas with an A.M. Best, Inc. rating of A- VII or above with policies and forms satisfactory to NBU. Failure to maintain insurance as specified herein may result in termination of this Agreement at NBU's option.
- ii. No Representation of Coverage Adequacy. By requiring insurance, NBU does not represent that coverage and limits will be adequate to protect the Professional. NBU reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve the Professional from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- iii. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, and Board of Trustees as an Additional Insured as specified under the respective coverage sections of this Agreement.
- iv. Coverage Term. All insurance required herein shall be maintained in full force and effect until all the Services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by NBU, unless specified otherwise in this Agreement.
- v. Primary Insurance. The Professional's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of NBU as an Additional Insured.
- vi. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage will extend, either by keeping coverage in force or purchasing an extended reporting option, for three years after the conclusion of the term of this Agreement. Such continuing coverage will be evidenced by submission of annual certificates of insurance stating applicable coverage is in force and containing provisions as required herein for the three-year period.
- vii. Waiver. All policies (except for Professional Liability, if applicable), including Workers' Compensation insurance, will contain a waiver of rights of recovery (subrogation) against NBU, its agents, representatives, officers, employees, and Board of Trustees for any claims arising out of the Services performed by the

Professional. The Professional shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

- viii. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to NBU. The Professional shall be solely responsible for any such deductible or self-insured retention amount.
- ix. Use of Subcontractors. The Professional shall not use subcontractors for all or any work under this Agreement without the prior written consent of NBU in its sole discretion. If any work under this Agreement is subcontracted in any way, the Professional shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Agreement and insurance requirements set forth herein protecting NBU and the Professional. The Professional shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- x. Evidence of Insurance. Prior to the Effective Date of this Agreement, the Professional shall provide suitable evidence of insurance to NBU, which confirms that all required insurance policies are in full force and effect. Evidence of insurance shall be in a form acceptable to NBU. Confidential information such as the policy premium may be redacted from the documents evidencing each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. NBU will rely upon the requested information, including, but not limited to, certificates of insurance, endorsements, schedule of forms and endorsements, or other policy language as evidence of coverage but such acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it will be the Professional's responsibility to forward renewal certificates and evidence of insurance to NBU five (5) days prior to the expiration date.

(B) Required Insurance Coverage. Any of the coverage set forth below may be waived by NBU in its sole discretion, but any such waiver must be signed by an authorized representative of NBU on or before the Effective Date of this Agreement.

- i. Commercial General Liability. The Professional shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, and property damage. The definition of insured contract cannot have any modifications as outlined in the ISO policy form CG 0001 0413. Third party action over coverage must not be specifically excluded. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers,



and Board of Trustees shall be cited as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

- ii. Auto Liability. The Professional shall maintain Automobile Liability insurance with a limit of \$1,000,000 combined single limit on the Professional’s owned or hired and non-owned vehicles, as applicable, assigned to or used in the performance of the Services by the Professional under this Agreement. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, and Board of Trustees shall be cited as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- iii. Professional Liability. The Professional shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Professional, or anyone employed by the Professional, or anyone for whose negligent acts, mistakes, errors and omissions the Professional is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three years after the conclusion of the term of this Agreement, and the Professional shall be required to submit certificates of insurance and other requested information evidencing proper coverage is in effect as required above. Confidential information such as the policy premium or proprietary information may be redacted from the insurance information requested, provided that such redactions do not alter any of the information required by this Agreement.
- iv. Workers’ Compensation and Employer’s Liability Insurance. The Professional shall maintain Workers’ Compensation insurance to cover the Professional’s employees engaged in the performance of the Services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

(C) Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days’ prior written notice to NBU.

#### Section 11. Termination.

(A) For NBU’s Convenience. This Agreement is for the convenience of NBU and, as such, may be terminated by NBU for any reason upon thirty (30) days’ written notice by NBU to the Professional. Upon termination for convenience, the Professional will be paid for the Services performed to the termination date less any offsets to which NBU may be entitled under the terms of this Agreement. By written notice to NBU, the Professional may suspend work if the

Professional reasonably determines that working conditions at the site (outside the Professional's control) are unsafe, or in violation of applicable laws, or in the event NBU has not made timely payment in accordance with this Agreement, or for other circumstances not caused by the Professional that are materially interfering with the normal progress of the work. The Professional's suspension of work hereunder shall be without prejudice to any other remedy of the Professional at law or equity.

(B) For Cause. If either party violates any provision or fails to perform any obligation of this Agreement and such party fails to cure its nonperformance within thirty (30) days after written notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within thirty (30) days, then the defaulting party will have such additional period of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (i) provides written notice to the non-defaulting party and (ii) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event will any such cure period exceed ninety (90) days. Only one notice of nonperformance will be required during the term of this Agreement and in the event of a second breach or violation, the nondefaulting party may immediately terminate this Agreement without notice to the defaulting party. In the event of any termination for cause by NBU, payment will be made by NBU to the Professional for the undisputed portion of its fee due as of the termination date less any offsets to which NBU may be entitled under the terms of this Agreement.

(C) Non-Collusion. The Professional represents and warrants that the Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to NBU under this Agreement. If NBU determines that the Professional gave, made, promised, paid or offered any gift, bonus, commission, money, or other consideration to NBU or any of its officers, agents, or employees to secure this Agreement, NBU may elect to cancel this Agreement by written notice to the Professional. The Professional further agrees that the Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from NBU pursuant to this Agreement) for any of the Services performed by the Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to the Professional, the Professional shall immediately report that fact to NBU and, NBU, at its sole option, may elect to cancel this Agreement by written notice to the Professional.

(D) Agreement Subject to Appropriation. This Agreement is subject to appropriation of funds. The provisions of this Agreement for payment of funds by NBU shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. NBU shall be the sole judge and authority in determining the availability of funds under this Agreement and NBU shall keep the Professional fully informed as to the availability of funds for the Agreement. The obligation of NBU to make any payment pursuant to this Agreement is a current expense of NBU, payable exclusively from such annual appropriations, and is not a general obligation or

indebtedness of NBU. If sufficient funds are not appropriated to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and NBU and the Professional shall be relieved of any subsequent obligation under this Agreement.

Section 12. Miscellaneous.

(A) Independent Contractor. The Professional acknowledges that the Professional is an independent contractor of NBU and is not an employee, agent, official or representative of NBU. The Professional shall not represent, either expressly or through implication, that the Professional is an employee, agent, official or representative of NBU. Income taxes, self-employment taxes, social security taxes and the like shall be the sole responsibility of the Professional.

(B) Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Comal County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Comal County, Texas.

(C) Compliance with Laws. The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish satisfactory proof of compliance to NBU.

(D) Amendments. This Agreement may only be amended, modified, or supplemented by a written amendment signed by persons duly authorized to enter into contracts on behalf of NBU and the Professional.

(E) Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall promptly be physically amended to make such insertion or correction.

(F) Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(G) Entire Agreement; Interpretation; Parol Evidence. This Agreement and the related Exhibits constitute the entire agreement of the parties with respect to the subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded thereby. No representations, inducements or oral agreements have been made by any of the parties except as expressly set forth in this Agreement. This Agreement shall be construed

and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement.

(H) No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be null and void.

(I) Subcontractors. The Professional shall not transfer any portion of the work related to the Services under this Agreement to any subcontractor without the prior written consent of NBU, which consent shall not be unreasonably withheld. The approval or acquiescence of NBU in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Professional.

(J) Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(K) Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which will be deemed to have accrued on the commencement of such action.

(L) Liens. All materials or services provided under this Agreement shall be free of all liens and, if NBU requests, a formal release of all liens shall be delivered to NBU.

(M) Offset.

- i. Offset for Damages. In addition to all other remedies at law or equity, NBU may offset from any money due to the Professional any amount the Professional owes to NBU for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement, including but not limited to all costs, expenses, fines, fees, and charges associated with obtaining performance from alternative sources, shipping, handling, materials, equipment rental, travel expenses and associated costs.
- ii. Offset for Delinquent Fees or Taxes. NBU may offset from any money due to the Professional any amount the Professional owes to NBU for delinquent fees, including any interest or penalties.

(N) Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to NBU:

New Braunfels Utilities  
 Attn: Director of Water Services  
 263 Main Plaza  
 New Braunfels, TX 78130

With copy to:

New Braunfels Utilities  
 Attn: Purchasing Manager  
 355 FM 306  
 New Braunfels, TX 78130

If to the Professional:

Freese and Nichols, Inc.  
 5900 Balcones Drive, Suite 100  
 Austin, TX 78731

or at such other address, and to the attention of such other person or officer, as any party may designate by providing thirty (30) days' prior written notice of such change to the other party in the manner set forth in this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

(O) Confidentiality of Records. The Professional shall establish and maintain procedures and controls that are acceptable to NBU for the purpose of ensuring that information contained in its records or obtained from NBU or from others in carrying out the Professional's obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Professional's duties under this Agreement. Persons requesting such information should be referred to NBU. The Professional also agrees that any information



pertaining to individual persons shall not be divulged other than to employees or officers of the Professional as needed for the performance of duties under this Agreement.

(P) Right to Audit. NBU shall have the right to examine and audit the books and records of the Professional with regard to the Services, or any subsequent changes, at any reasonable time. Such books and records shall be maintained in accordance with generally accepted principles of accounting and shall be adequate to enable determination of (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

(Q) Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

(R) Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

(S) Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

(T) Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

(U) Exhibits. Except as specified in Subsection (V) of this Section, all exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

(V) Conflicting Terms. In the case of any conflicts between the terms of this Agreement and the Exhibits, the statements in the body of this Agreement shall govern. The Exhibits are intended to detail the technical scope of services, fee schedule, and the term of the contract only and shall not dictate Agreement terms.

(W) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

(X) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(Y) Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of NBU. NBU reserves the right to obtain like goods and services from another source when necessary.

Section 13. Force Majeure. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances that are beyond the reasonable control of such party (which circumstances may include, without limitation, acts of God, war, acts of civil disobedience, epidemic, pandemic, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados), labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. In no event will any delay or failure of performance caused by any force majeure condition extend this Agreement beyond its stated Term unless both parties agree in writing to such extension in an amendment to this Agreement. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

Section 14. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code, as amended, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties shall first attempt to resolve the dispute by taking the steps described in this Section. First, the dissatisfied party shall deliver to the other party a written notice substantially describing the nature of the dispute, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. Second, if the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give five (5) days' written notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. Third, if those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 15. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. The Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, as amended.

## Section 16. Information Technology

(A) Limited Access. If necessary for the fulfillment of the Agreement, NBU may provide the Professional with non-exclusive, limited access to NBU's information technology infrastructure. The Professional understands and agrees to abide by NBU policies, standards, regulations and restrictions regarding access and usage of NBU's information technology infrastructure. The Professional shall reasonably enforce such policies, standards, regulations and restrictions with all the Professional's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement. The Professional's employees, agents and subcontractors must receive prior, written approval from NBU before being granted access to NBU's information technology infrastructure and data and NBU, in its sole determination, shall determine accessibility and limitations thereto. NBU reserves the right to condition or terminate the Professional's access to NBU's information technology infrastructure or data at any time. The Professional agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Professional. The parties further agree that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

(B) Data Confidentiality. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Professional in connection with this Agreement is confidential, proprietary information owned by NBU. Except as specifically provided in this Agreement, the Professional shall not intentionally disclose data generated in the performance of the Services to any third party without the prior, written consent of NBU.

(C) Data Security. Personal identifying information, financial account information, or restricted NBU information, whether electronic format or hard copy, is confidential and must be secured and protected at all times to avoid unauthorized access. At a minimum, the Professional must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

(D) Compromised Security. In the event that data collected or obtained by the Professional in connection with this Agreement is believed to have been compromised or in the event of a Security Incident, as defined by Section 2054.603 of the Texas Government Code, the Professional shall notify NBU within twenty-four (24) hours of discovery of such compromise or Security Incident. **TO THE EXTENT PERMITTED BY SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, THE PROFESSIONAL SHALL INDEMNIFY AND HOLD NBU HARMLESS FROM ANY CLAIMS RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE PROFESSIONAL, ITS OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, ANY TIER OF SUBCONTRACTOR, OR ANY ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.**

(E) Survival. The obligations of the Professional under this Section shall survive the termination of this Agreement.

Section 17. Prohibition on Contracts with Companies Boycotting Israel. The Professional hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2271.002 of the Texas Government Code, as amended. As used in the foregoing verification, “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. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 18. Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited. The Professional represents that neither it nor any of its parent company, wholly or majority owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and excludes the Professional and each of its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 19. Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia. If the Professional is granted direct or remote access to or control of critical infrastructure in the State of Texas under this Agreement, the Professional represents the following:

- (A) it is not owned by or the majority of stock or other ownership interest in the Professional is not held or controlled by:
  - i. individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code, as amended (“designated country”); or

- ii. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or

(B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

The foregoing representation is made solely to comply with Chapter 2275 of the Texas Government Code, as amended. As used in the foregoing verification, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. “Affiliate,” with respect to a company entering into an agreement in which the critical infrastructure is electric grid equipment, has the meaning assigned by the protocols of the independent organization certified under Section 39.151, Utilities Code, for the ERCOT power region.

Section 20. Prohibition on Contracts with Companies Boycotting Energy Companies. The Professional hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2276 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2276.002 of the Texas Government Code, as amended. As used in the foregoing verification, “boycott energy companies” has the meaning used in Section 809.001 of the Texas Government Code, as amended. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 21. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. The Professional hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 22. Texas Public Information Act. The Professional recognizes that NBU is subject to the disclosure requirements of the Texas Public Information Act (the “PIA”). As part of its obligations within this Agreement, the Professional agrees, at no additional cost to NBU, to cooperate with NBU for any particular needs or obligations arising out of the NBU’s obligations under the PIA. This acknowledgment and obligation are in addition to and complementary to the NBU’s audit rights in Section 12(P).



This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU in a fiscal year of NBU.

The Professional must (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to NBU for the duration of the Agreement; (2) promptly provide to NBU any contracting information related to the Agreement that is in the custody or possession of the Professional on request of NBU; and (3) on completion of the Agreement, either:

- (i) provide at no cost to NBU all contracting information related to the Agreement that is in the custody or possession of the Professional; or
- (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to NBU.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Professional agrees that the Agreement can be terminated if the Professional knowingly or intentionally fails to comply with a requirement of that subchapter.

Section 23. Electronic Signatures. Pursuant to Chapter 322 of the Texas Business and Commerce Code, as amended, the parties agree to the use of electronic signatures herein and that the use of an electronic signature, whether digital or encrypted, is intended to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Each party further agrees that if it agrees to conduct a transaction by electronic means in this Agreement, it may refuse to conduct other transactions by electronic means and that such right may not be waived by this Agreement.

*(The remainder of this page intentionally left blank)*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the Effective Date.

**NBU:**  
**NEW BRAUNFELS UTILITIES,**  
a Texas municipally owned utility

By: \_\_\_\_\_  
Name: Ryan Kelso  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**PROFESSIONAL:**  
**FREESE AND NICHOLS, INC.,**  
a Texas corporation

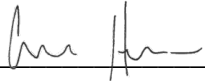
By:   
Name: Anne Hoskins  
Title: Principal  
Date: 10/29/2024

Exhibit A  
Scope of Services

The Professional shall provide all labor, material, and equipment necessary to provide project management services, preliminary engineering phase services, final design phase services, field services, permitting & stakeholder services, bid phase services, and construction phase services for the Loop Ground Storage Tank (“GST”) Site Project and Well 6 Site Improvements Project (collectively the “Project”). The Project shall consist of improvements more fully described herein to the facilities associated with (i) the Loop GST pump station located at the Loop 337 GST site behind the Loop 337 power substation (the “Loop GST Site”), and (ii) the Well 6 site located at 14 Rock Moss in New Braunfels, Texas (the “Well 6 Site”) (the Loop GST Site and Well 6 Site are also referenced herein as a “Project Site”).

**I. SUMMARY OF PROJECT SERVICES**

A. The Loop GST Site Improvements are summarized in this Section I.A.

1. The Services relate to rehabilitation of a 1.10 million gallons per day (“MGD”) water pump station, including pumps, motors, variable frequency drives, motor control center, piping, valves, electrical equipment, new electrical service, pump station building, electrical equipment and control/supervisory control and data acquisition (“SCADA”) room. The pump station shall include heating, ventilation, and air conditioning (“HVAC”), architectural, structural, plumbing, fire protection, electrical, instrumentation, and controls as required.
2. Site improvements shall include site piping, valves, flowmeter(s), site power distribution, site lighting, fencing, grading and drainage, roads and parking, landscaping, site water and wastewater utilities, potable water lines, and field instrumentation.
3. The pump station improvements shall include communication facilities including fiber optic lines, or a cellular solution if fiber is not available nearby, to connect the proposed SCADA cabinet to the overall SCADA system. The pump station shall include security facilities including fencing, access control, and cybersecurity.

B. The Well 6 Site Improvements are summarized in this Section I.B.

1. The Well 6 Site Services relate to replacement of the existing Well 6 building and equipment improvements, excluding the well, well pump, and variable frequency drive. The improvements include a bypass for the variable frequency, piping, valves, electrical equipment, new electrical service, new wellhouse building, new chemical building, bulk chemical storage, electrical equipment, and SCADA equipment. The Professional shall include a bathroom if space allows. The

wellhouse and the chemical building shall include HVAC, architectural, structural, plumbing, electrical, instrumentation, and controls as required.

2. Site improvements shall include site piping, valves, flowmeter(s), site power distribution, site lighting, fencing, grading and drainage, access roads and parking, landscaping, and field instrumentation.
3. The Well 6 Site shall include a back-up electric generator and an automatic transfer switch (“ATS”). The Professional shall evaluate diesel power with onsite fuel storage and containment structures for this site. The Professional will not evaluate natural gas generators for this site.
4. The Well 6 Site improvements shall include security facilities including fencing, access control, and cameras.

## **II. SERVICES BY TASK**

A. The Professional shall provide the Services in accordance with the tasks described herein, corresponding to the schedule set out in Table 1 below.

### **Task 1. Project Management**

1. The Professional shall provide the following project management services for both Project Sites as described in this Section.
  - 1.1. **SCHEDULE.** The Professional shall develop a baseline design schedule for the Project using MS Project and prepare updated design schedules for the Project on a monthly basis on or before the 25<sup>th</sup> day of each month, for NBU to monitor progress and identify design submittal dates. Schedules shall be provided to the NBU project manager (“Project Manager”) via email in PDF format.
  - 1.2. **QUALITY CONTROL.** The Professional shall develop a quality assurance/quality control program for the Project, which shall be explained in detail via a written document and provided to NBU’s Project Manager via email within thirty (30) days of notice to proceed (“NTP”).
  - 1.3. **PROGRESS REPORTS.** The Professional shall provide NBU with electronic monthly Project progress reports and submit written invoices on or before the 25<sup>th</sup> day of each month for the previous month’s effort. Progress reports shall be provided to the NBU Project Manager via email.
  - 1.4. **MEETING AGENDA/MINUTES.** The Professional shall provide a meeting agenda one (1) day prior to meetings and provide a copy of the summary meeting minutes and action item logs to NBU’s Project Manager within one (1) week after meetings. Meeting agendas, minutes, and action item log will be provided to the NBU Project Manager in PDF format via email. The Professional will provide updates on the action item logs with its monthly progress reports identified in Section 1.3.
  - 1.5. **PROJECT CONTROLS.** The Professional shall manage Project integration, scope,

schedule, cost, quality, staff resources, sub-consultants, communications, risk analysis and management, and procurements as NBU directs, including, but not limited to, performing the following tasks:

- 1.5.1. assigning a senior advisor to oversee quality assurance;
- 1.5.2. developing an engineer's opinion of probable construction cost ("OPCC") using recent bid tabs from similar projects or vendor prices;
- 1.5.3. using MS Project (or similar software) to manage the schedule;
- 1.5.4. coordinating communication with sub consultants through emails and meetings;
- 1.5.5. assisting with cash flow monitoring upon NBU's request; and
- 1.5.6. assisting with maintaining a risk register log provided by NBU.

## **Task 2. Preliminary Engineering Phase**

2. Upon NBU providing NTP to the Professional, the Professional shall perform the preliminary engineering phase services described in this Section.
  - 2.1. MEETINGS. Both Project Sites will be discussed at each of the meetings listed in this Section 2.1. The Professional shall attend the following meetings and provide meeting agendas and summary meeting minutes to NBU for the following meetings in accordance with the requirements listed in Section 1.4:
    - 2.1.1. Project kick-off meeting with NBU (one (1) meeting);
    - 2.1.2. monthly progress status meetings (up to three (3) meetings);
    - 2.1.3. preliminary engineering report ("PER") review meeting (one (1) meeting);
    - 2.1.4. 30% design review meeting (one (1) meeting);
    - 2.1.5. meetings with franchise utilities (two (2) meetings);
    - 2.1.6. meetings with the City of New Braunfels ("CoNB") (four (4) meetings); and
    - 2.1.7. meetings with additional stakeholders (two (2) meetings).
  - 2.2. PUMP STATION ANALYSIS. The Professional shall analyze the design requirements for each Project Site as described below.
    - 2.2.1. With respect to the Loop GST Site, the Professional shall determine pump station system capacity and head requirements over the study period, determine system operations protocols in conjunction with NBU, and prepare a hydraulic model of the pumping station, pipeline, and related facilities.
    - 2.2.2. The Professional shall determine preferred location of facilities based upon hydraulic conditions, ease of operations, and site conditions for each Project Site.
    - 2.2.3. The Professional shall determine the electrical equipment required, create a layout of the required equipment, and provide a one-line diagram for each Project Site. The Professional shall create an overall process diagram for each Project Site.
    - 2.2.4. The Professional will size the generator for the existing Well 6 pump according to the firm capacity and supporting loads it will serve at the Well 6 Site.



- 2.2.5. The Professional shall determine size and capacity of pump station, pipelines and related facilities, such as pump air valves, drains, etc. for each Project Site.
- 2.2.6. The Professional shall perform a storm water and overflow analysis for each Project Site as follows:
  - 2.2.6.1. evaluate site drainage for pre-Project and Project conditions runoff rates;
  - 2.2.6.2. prepare preliminary design/sizing of necessary onsite drainage improvements to accommodate increase in discharge due to additional impervious cover; and
  - 2.2.6.3. verify that offsite drainage infrastructure is adequately sized to convey site runoff without adversely impacting adjacent parcels or infrastructure. If offsite improvements are required, they shall be included in a recommendation for improvements, but design of offsite improvements is not included.
- 2.2.7. The Professional shall determine security requirements for each Project Site, including fencing, crash barriers at gates, access control, cameras, and cybersecurity.
- 2.2.8. The Professional shall determine SCADA requirements for each Project Site, including fiber optic lines, or a cellular solution if fiber is not available nearby. The Professional shall provide a network diagram and overall process diagram for each Project Site.
- 2.2.9. The requirements for deliverables in this Section 2.2 are more specifically described in Section 2.5.
- 2.3. **30% DESIGN DOCUMENTS**
  - 2.3.1. The Professional shall perform up to four (4) site visits (two (2) for each Project Site) during the 30% preliminary design phase timeframe described in Table 1 to gather Project information.
  - 2.3.2. The Professional shall collect and review existing data, reports, mapping, and records from NBU for each Project Site. The Professional shall provide analyses of NBU's requirements for the Project, including planning, surveys, site evaluations, and comparative studies of prospective sites and solutions for each Project Site.
  - 2.3.3. The Professional shall prepare 30% design drawings for each Project Site, including plan views of all proposed infrastructure within each Project Site.
  - 2.3.4. The Professional shall prepare a Class 3 engineer's OPCC (one (1) for each Project Site) based on 30% design drawings.
- 2.4. **PRELIMINARY ENGINEERING REPORT.** The Professional shall prepare one (1) PER for each Project Site. Each PER will include 30% design drawings and describe the scope of the project for final designs, permitting, constructability, OPCCs, and schedules. Each PER shall include project implementation, phasing and packaging for all portions of the project. The Professional shall submit a draft PER for each Project Site for NBU

review and comment, as well as a final PER for each Project Site incorporating all NBU comments. NBU comments shall be collected in part during a 4-hour half day review workshop. The final PER for each Project Site will be submitted within 30 days of receiving comments from NBU.

- 2.5. DELIVERABLES. The Professional shall provide the following preliminary engineering phase deliverables to NBU during the 30% preliminary design phase timeframe described in Table 1:
  - 2.5.1. Loop GST Site pump station analysis - a map with the pump station location, facility locations, a basic piping and instrument diagram, and Class 3 engineer's OPCC;
  - 2.5.2. Well 6 Site well site analysis - a map with the tank location, facility locations, a security layout, and a Class 4 engineer's OPCC for the Well 6 Site;
  - 2.5.3. Loop GST Site PER – one (1) PDF electronic file; and 30% design drawings including Class 3 engineer's OPCC – one (1) PDF electronic file; and
  - 2.5.4. Well 6 Site PER – one (1) PDF electronic file; and 30% design drawings including Class 3 engineer's OPCC – one (1) PDF electronic file.

### **Task 3. Final Design Phase**

3. Upon NBU's written approval of the PER and 30% design documents, the Professional shall perform the final design phase services described in this Section.
  - 3.1. MEETINGS. Both Project Sites will be discussed at each of the meetings listed in this Section 3.1. The Professional shall attend the following meetings and provide meeting agenda and meeting minutes to NBU in accordance with requirements listed in Section 1.4:
    - 3.1.1. 60% design review meeting (4-hour half-day workshop);
    - 3.1.2. 90% design review meeting (4-hour half-day workshop);
    - 3.1.3. monthly design meetings (up to six (6) meetings);
    - 3.1.4. meetings with property owners (up to two (2) meetings);
    - 3.1.5. meetings with NBU staff to review process controls (up to four (4) meetings);
    - 3.1.6. permitting meeting with the CoNB (up to four (4) meetings); and
    - 3.1.7. meetings with additional stakeholders (up to two (2) meetings).
  - 3.2. 60% DESIGN DOCUMENTS. The Professional shall prepare 60% plans, specifications and engineer's OPCC based on decisions made in the preliminary design phase for each Project Site. The 60% design documents shall include:
    - 3.2.1. plan view and/or site layout of the proposed facilities;
    - 3.2.2. lighting layouts;
    - 3.2.3. electrical one-line diagrams;
    - 3.2.4. security layouts;
    - 3.2.5. electrical drawings to include major electrical duct bank and conduit;
    - 3.2.6. major electrical equipment layouts;

- 3.2.7. profile view of water pipelines greater than twelve (12) inches in diameter;
- 3.2.8. mechanical drawings and process diagrams to include major design components;
- 3.2.9. call outs for major design items;
- 3.2.10. standard details;
- 3.2.11. specification for all major equipment and piping, at a minimum;
- 3.2.12. table of contents for all required specifications and specifications that are provided by the Professional with the exception of NBU's standard; and
- 3.2.13. a Class 2 engineer's OPCC based on 60% design documents.
- 3.3. 90% DESIGN DOCUMENTS. Upon approval of 60% design documents, the Professional shall prepare 90% plans, specifications and engineer's OPCCs for each Project Site. The 90% design documents shall include:
  - 3.3.1. call outs for all design items on the plan sheets;
  - 3.3.2. complete specifications; and
  - 3.3.3. Class 1 engineer's OPCCs based on 90% design documents and specifications.
- 3.4. 100% (FINAL) DESIGN DOCUMENTS. Upon NBU's written approval of 90% design documents and specifications, the Professional shall prepare 100% plans, specifications and engineer's OPCC for each Project Site. The 100% drawings and specifications for each Project Site shall include the following:
  - 3.4.1. final signed and sealed set of construction drawings and specifications for each Project Site based on decisions made in the 90% design phase;
  - 3.4.2. Project files to include: .dwg, .mxd, and .kmz;
  - 3.4.3. preparation of the bid forms for each Project Site; and
  - 3.4.4. a Class 1 engineer's OPCC based on 100% design documents for each Project Site.
- 3.5. DELIVERABLES. The Professional shall provide the following deliverables to NBU for each Project Site in accordance with the timelines listed in Table 1:
  - 3.5.1. 60% design – for each Project Site, the Professional shall provide one (1) KMZ or SHP electronic file, one (1) PDF electronic file in PDF, and one (1) PDF electronic file of a Class 2 engineer's OPCC;
  - 3.5.2. 90% design – for each Project Site, the Professional shall provide one (1) KMZ or SHP electronic file, one (1) PDF electronic file in PDF, and one (1) PDF electronic file of a Class 1 engineer's OPCC; and
  - 3.5.3. 100% design – for each Project Site, the Professional shall provide one (1) KMZ or SHP electronic file, one (1) PDF electronic file in PDF, and one (1) PDF electronic file of a Class 1 engineer's OPCC for each Project Site.

#### **Task 4. Field Services**

- 4. The Professional shall perform the field services described in this Section.
  - 4.1. TOPOGRAPHIC SURVEY. The Professional shall obtain a topographic, utility, and boundary survey for each Project Site as described below. The extent of each survey shall

include areas offsite as required, such as extending to allow for drainage design. The surveys shall include a minimum of two (2) benchmarks within 1,000 feet of each Project Site.

- 4.1.1. For each Project Site, the Professional shall meet the requirements in this Section 4.1.1 and shall tie in all existing surface topographic features and structures within the survey limits shown in Figure 1. This shall include, but is not limited to: tops of curbs, edges of pavement, pavement materials, driveways, sidewalks, retaining walls, drainage structures (top, edges and flow line), channels and drainage ways (tops, toes and flow line), manholes (rim, flow lines and diameters of pipes, type of material and photographs of the inside of manholes and drainage structures), including the same survey data for upstream and downstream manholes and structures that are outside of the survey limits for all gravity wastewater and drainage lines within the survey limits, and visible valves, meters, clean-outs, slabs, utility signs, utility poles and structures, fences, landscaping features, shrubbery, trees (including the approximate drip-line), tree canopies, buildings (edges within the survey limits), mailboxes, etc. Trees shall be tagged and tabulated by size and species specific in compliance with the CoNB Tree Preservation Ordinance as defined in the CoNB Zoning Ordinance Chapter 5.3-5i. The survey limits shall extend approximately 100 feet on intersecting streets. The Professional shall provide sufficient ground shots to create one (1) foot contours for each Project Site.
- 4.1.2. The Professional shall conduct a utility survey and locate existing utilities for each Project Site as shown within the boundaries in Figure 1 and shall meet the requirements in this Section 4.1.2. The Professional shall contact all utility service providers by calling Texas 811 and NBU to coordinate flagging of existing franchise utilities. The Professional shall request drawings of existing agency and municipally owned utilities and shall include locations of these utilities in the survey. The Professional shall tie in the locations of the existing utilities on the survey. The Professional shall bear all costs for the services associated with utility locates.
- 4.1.3. For the Well 6 Site only, the Professional shall locate up to two (2) geotechnical borings and field locate the borings by survey to match the Project survey (if applicable) provided by NBU.
- 4.1.4. For each Project Site, the Professional shall set and install, or update and verify control points, and/or benchmarks as required for the survey. The Professional shall provide horizontal and vertical coordinates of the benchmarks in the required coordinate system and datum and show the benchmarks on each survey drawing.
- 4.1.5. The Professional shall coordinate right of entry (“ROE”) for the Loop GST Site in accordance with the requirements in this Section 4.1.5. The Professional shall

contact private property owners, and attempt to obtain permission to enter and perform field services within private properties. If the Professional cannot obtain permission to enter private property, the Professional shall notify NBU and NBU shall coordinate with property owners to assist with ROE. The Professional shall compile a list of property owners which may be impacted by the Project, request current contact information from NBU, develop a notification of ROE request letter, deliver letters to property owners, follow up with phone contact, and manage receipt and communication regarding responses to the ROE request.

- 4.1.6. For each Project Site, the Professional shall research and review adjoining plats and deeds along the survey corridor. The Professional shall locate property corners and identify (or verify) existing right of way (“ROW”) along the survey corridor, based on found monuments and record documents.
- 4.2. **SUBSURFACE UTILITY ENGINEERING.** The Professional shall perform subsurface utility engineering (“SUE”) for the Well 6 site as described in this Section.
  - 4.2.1. The Professional shall provide SUE “Quality Level B” as defined by the American Society for Civil Engineers utility locates. Level B includes two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods providing horizontal positioning of subsurface utilities to within approximately one (1) foot.
- 4.3. **GEOTECHNICAL DATA REPORT.** The Professional shall conduct a geotechnical investigation to complete a Geotechnical Data Report (“GDR”) for the Well 6 Site only as described in this Section.
  - 4.3.1. **Field Exploration:**
    - 4.3.1.1. The Professional shall determine the required boring locations on the Well 6 Site. The Professional shall provide a Project site boring location map that shows the exploratory borings within the vicinity of the proposed improvements and along the proposed water main alignments.
    - 4.3.1.2. The Professional shall coordinate with NBU, CoNB, and Texas 811 regarding underground utilities within the vicinity of the planned boring locations prior to commencement of the field exploration activities.
    - 4.3.1.3. The Professional shall drill exploratory borings for the proposed Well 6 improvements according to the schedule provided below:
      - 4.3.1.3.1. two (2) borings to a maximum depth of 35 feet below existing grade.
    - 4.3.1.4. The boring method conducted on the Well 6 Site shall be advanced using standard rotary drilling equipment with continuous-flight augers or rotary wash methods. Subsurface samples shall be collected using 2-inch diameter split-spoon sampler in conjunction with the standard penetration test (“SPT”). Intermittent 3-inch diameter Shelby tube samples shall be collected in between the SPTs.



- 4.3.1.5. The Professional shall record groundwater observations within the borings at the time of drilling and at the completion of drilling and sampling.
- 4.3.1.6. The Professional shall backfill borings with auger cuttings upon completion of drilling and sampling.
- 4.3.1.7. The Professional shall patch borings drilled through pavement with like material (asphalt or concrete) upon completion of backfilling.
- 4.3.1.8. The Professional shall have personnel experienced in logging borings, directing the drilling, and handling and transporting the samples. The Professional shall provide visual classification of the subsurface stratigraphy in general accordance to the American Society for Testing and Materials, standard number D2488 and the Unified Soil Classification System during drilling and sampling.
- 4.3.2. The Professional shall provide laboratory testing to include the following:
  - 4.3.2.1. testing on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials;
  - 4.3.2.2. laboratory tests assigned for the specific subsurface materials encountered during exploration on the Project Site, but which are expected to include the following number and type of tests:
    - 4.3.2.2.1. Atterberg limits tests (up to a two (2) tests);
    - 4.3.2.2.2. percent passing the #200 sieve (up to two (2) tests);
    - 4.3.2.2.3. sieve analysis (gradation) tests (up to two (2) tests);
    - 4.3.2.2.4. moisture content tests (up to two (2) tests); and
    - 4.3.2.2.5. unconfined compressive strength tests (with unit weights; up to two (2) tests).
- 4.3.3. The Professional shall prepare a GDR that includes the following information and recommendations, as applicable:
  - 4.3.3.1. a summary of the field and laboratory sampling and testing program;
  - 4.3.3.2. boring logs and laboratory testing results;
  - 4.3.3.3. a review of general site conditions, including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered;
  - 4.3.3.4. general discussion of expected construction related issues; and
  - 4.3.3.5. earthwork related recommendations for use during development of plans and specifications.
- 4.4. **DELIVERABLES.** The Professional shall provide the following deliverables to NBU in accordance with the timelines listed in Table 1:
  - 4.4.1. ROE list of property owners for the Loop GST site - one (1) Excel file electronic copy submitted with 30% design deliverables per Project Site. The Professional shall update and manage the list as ROE is obtained and services are completed;
  - 4.4.2. signed and sealed boundary verification survey - one (1) PDF electronic copy

- submitted with 60% design deliverables per Project Site;
- 4.4.3. GDR - one (1) PDF electronic copy submitted with 60% design deliverables for the Well 6 Site.

### **Task 5. Permitting & Stakeholders**

5. The Professional shall coordinate with the following stakeholders/agencies as described in this Section as needed for each Project Site.
- 5.1. UNITED STATES ARMY CORP OF ENGINEERS (“USACE”). The Professional shall prepare and provide a coordination letter to obtain a USACE Section 404 permit.
- 5.2. TEXAS HISTORICAL COMMISSION (“THC”). The Professional shall coordinate with the consultant hired directly by NBU to prepare and provide a coordination letter and desktop review to the THC, and to coordinate areas that would potentially require archeological pedestrian surveys and/or historical reconnaissance field surveys.
- 5.3. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (“TCEQ”). The Professional shall prepare and submit permit applications to TCEQ for approval of all design documents. The permit applications include the following:
- 5.3.1. variance letter (if required); and
- 5.3.2. approval letter for pump station.
- 5.4. CITY OF NEW BRAUNFELS. The Professional shall prepare and submit permit applications to the CoNB to obtain permits for:
- 5.4.1. floodplain permit;
- 5.4.2. public infrastructure permit;
- 5.4.3. building permit; and
- 5.4.4. electrical permit.
- 5.5. TEXAS DEPARTMENT OF TRANSPORTATION (“TxDOT”). The Professional shall prepare and submit a permit application for all work within the TxDOT ROW at the Loop GST site only.
- 5.6. DELIVERABLES. The Professional shall provide the following deliverables to NBU in accordance with the times specified in this Section:
- 5.6.1. TCEQ permit/ approval letter no later than the bid advertisement date - one (1) PDF electronic copy;
- 5.6.2. CoNB permit no later than the bid advertisement date - one (1) PDF electronic copy; and
- 5.6.3. TxDOT permit no later than the bid advertisement date (if needed) - one (1) PDF electronic copy.

### **Task 6. Bid Phase Services**

6. Upon completion of the final design, the Professional shall proceed with the bid phase services described in this Section. Separate bid phases will be conducted for each Project Site.

- 6.1. **PREBID CONFERENCE.** The Professional shall attend one (1) pre-bid conference per Project Site (two (2) total) to be administered by NBU. The Professional shall assist NBU with preparation of the agenda, provide NBU with a meeting summary, and coordinate conference responses with NBU. The Professional shall provide NBU with written responses to issues identified at each of the pre-bid conferences, and shall be in the form of addenda issued for each Project Site after the conferences and prior to bid opening.
- 6.2. **INTERPRET BID DOCUMENTS.** The Professional shall assist NBU with responding to questions and interpreting bid documents and prepare up to four (4) addenda, two (2) per Project Site, to the bid documents, if requested by NBU.
- 6.3. **BID EVALUATION.** The Professional shall attend one (1) bid-opening conference for each Project Site (two (2) total) to be administered by NBU. The Professional shall assist NBU in the opening and analyzing of the bids received for each Project Site. This includes researching contractor qualifications and references. The Professional shall recommend award of contract or other actions, as appropriate, to be taken.
- 6.4. **CONFORMED CONSTRUCTION DOCUMENTS.** The Professional shall conform the construction documents by incorporating all addenda items into the plans and specifications for each Project Site.
- 6.5. **DELIVERABLES.** The Professional shall deliver the following to NBU:
  - 6.5.1. up to four (4) addenda, two (2) per Project Site, between advertisement and bid opening - one (1) PDF electronic copy each to NBU and bidders per Project Site; and
  - 6.5.2. conformed construction documents by NTP - one (1) PDF electronic copy for each Project Site.

#### **Task 7. Construction Phase Services**

7. Upon completion of the bid phase services, the Professional shall proceed with construction phase administration services for each Project Site, as described in this Section.
  - 7.1. **FACILITY INTEGRATION AND OPERATIONS (“FIO”).** The Professional shall develop an FIO memorandum for each Project Site that provides specific instructions on how the new facilities should be integrated into the existing water system, as well as special operating instructions. Each FIO memorandum shall generally include:
    - 7.1.1. description of new facilities – major components and equipment, purpose and intent, and how new facilities tie to existing infrastructure;
    - 7.1.2. integration requirements - completion and testing procedures, owner staff required, and responsibilities and notifications; and
    - 7.1.3. operational and maintenance requirements - design settings and controls, operating procedures, and maintenance procedures.
  - 7.2. **MEETINGS AND SITE VISITS.** The Professional shall attend the following meetings and provide the following services for meetings and site visits:
    - 7.2.1. assist NBU in conducting an in-person pre-construction conference at each

- Project Site with the construction contractor and prepare agenda, prepare and provide NBU with separate meeting minutes for each Project Site visit, and coordinate conference responses with NBU in accordance with meeting deliverables timelines specified in Section 1.4;
- 7.2.2. conduct one (1) construction document control workshop for each selected contractor (one (1) for each Project Site);
  - 7.2.3. attend up to a total of fifty-two (52) bi-weekly and twenty-four (24) monthly (twenty-six (26) bi-weekly and twelve (12) monthly per Project Site) construction progress meetings. The Professional shall prepare the agenda, and submit meeting minutes to NBU and the contractor in accordance with the timeline specified in Section 1.4;
  - 7.2.4. attend up to a total of six (6) site visits, three (3) per Project Site, during construction of the Project, as distinguished from the continuous services of a resident Project representative, to observe the progress and the quality of work and to determine if the work is proceeding in accordance with the contract documents. The Professional shall prepare and provide NBU with electronic observation reports for each Project Site visit and notify NBU of any non-conforming work performed by the contractor, observed on the site visits;
  - 7.2.5. conduct, with NBU's representatives, two (2) substantial completion inspections, one (1) per Project Site, and punch list reviews of each Project Site for conformance with the design concept of the Project and compliance with the construction contract documents within fourteen (14) days of substantial completion. The Professional shall prepare a list of deficiencies to be corrected by the contractors before recommendations of final payment; and
  - 7.2.6. conduct two (2) final completion inspections, one (1) per Project Site, within seven (7) days of final completion for conformance with the design concept of the Project and compliance with the construction contract documents. The Professional shall prepare final completion reports and make recommendations of final payment.
- 7.3. **SUBMITTAL MANAGEMENT.** The Professional shall conduct submittal management services for each Project Site in accordance with this Section 7.3. The Professional will use FNi Manager, a document management system for construction documents. The Professional shall monitor the processing of contractors' submittals (shop drawings, requests for information, schedules, certified test reports, etc.), provide for filing and retrieval of Project documentation, and verify that the contractors are sending and processing submittals in accordance with the schedules. The Professional shall produce monthly reports and submit to NBU by the 25<sup>th</sup> day of the month indicating the status of all submittals in the review process.
- 7.3.1. **SUBMITTAL REVIEW.** Quantities shown for contractor submittals under this Section are the combined total for both Project Sites. The Professional shall

review all contractor submittals for compliance with the design concepts to include the following:

- 7.3.1.1. shop drawings (up to sixty (60) total);
  - 7.3.1.2. pre-submittal meetings for major equipment (up to seven (7) total);
  - 7.3.1.3. post submittal meetings for major equipment (up to seven (7) total);
  - 7.3.1.4. operation and maintenance manuals (up to twelve (12) total);
  - 7.3.1.5. record data (up to twenty (20) total);
  - 7.3.1.6. requests for information (up to twenty (20) total);
  - 7.3.1.7. schedules (up to forty-eight (48) total);
  - 7.3.1.8. certified test reports (up to twenty (20) total); and
  - 7.3.1.9. miscellaneous submittals (up to twenty (20) total).
- 7.4. **CHANGE ORDERS.** For each Project Site, the Professional shall manage the field/change order documents, requests for proposals, and contractor claim process for the Project as described in this Section.
- 7.4.1. The Professional shall adhere to the NBU-established procedures and document construction changes required to implement modifications to each project.
  - 7.4.2. The Professional shall process contract modifications and negotiate with the contractor at NBU's direction to determine the cost and time impacts of these changes for each Project Site.
  - 7.4.3. The Professional shall prepare field order and change order documentation for up to five (5) total field orders for minor alterations and up to ten (10) total change orders (combined total for both Project Sites).
  - 7.4.4. The Professional shall evaluate up to five (5) total (combined total for both Project Sites) notices of contractor claims and make initial recommendations to NBU on the merit and value of the claim based on information submitted by the contractor or available Project documentation. The Professional shall negotiate a settlement value with the contractor at NBU's direction.
- 7.5. **INTERPRET DRAWINGS AND SPECIFICATIONS.** The Professional shall interpret the drawings and specifications for each Project Site for NBU and contractors during the course of construction per the schedule assumed herein.
- 7.6. **PAY ESTIMATES.** The Professional shall review and comment on monthly and final estimates for payment to the contractors for each Project Site pursuant to the general conditions of the construction contracts during the course of the construction Project per the schedule assumed herein.
- 7.7. **RESIDENT REPRESENTATION.** The Professional shall provide a full-time (forty (40) hours per week) resident Project representative ("RPR") split between the two Project Sites for the first six (6) months of construction and a part-time (ten (10) hours per week) RPR split between the two Project Sites for the following six (6) months of construction. In addition, the Professional will provide (i) an average of five (5) hours per week of construction management time split between the two Project Sites for twenty-six (26)



weeks during the construction phase, and then three (3) hours per week of construction management time split between the two Project Sites for the following seventy-eight (78) weeks during the construction phase. The duties, responsibilities and the limitations of authority of the RPR, and designated assistants, are as follows:

#### 7.7.1. Communication

- 7.7.1.1. The RPR shall establish the communication procedures for all parties involved in the Project. The communication procedures shall detail the amount of time all parties have to respond to questions, submittals, or other documents, and the most efficient transmission of communication (via email, phone, etc.). These procedures shall be provided in writing and reviewed with NBU, the engineer of record (“EOR”), and the contractor. NBU shall be entitled to approve all communication procedures.
- 7.7.1.2. The RPR shall conduct periodic progress meetings with NBU, EOR, and the contractor to exchange information regarding the progress of construction, the status of submittals, the status of modifications, and/or to address any Project related issues.
- 7.7.1.3. The RPR shall prepare an agenda prior to the progress meetings and record and distribute the meeting minutes to NBU and the contractor as described in Section 1.4.
- 7.7.1.4. The RPR shall submit monthly reports of the construction progress to NBU by the 25<sup>th</sup> of each month on FNi Manager. The reports shall describe the construction progress and summarize Project costs, cash flow, construction schedule, pending and approved contract modifications, change order status, and outstanding issues.

#### 7.7.2. Quality Assurance

- 7.7.2.1. The RPR shall observe the contractor’s work to determine if the work is proceeding in accordance with the contract. The RPR shall prepare site visit reports to be submitted electronically to NBU documenting the RPR’s observations in accordance with Section 7.7.1.4.
- 7.7.2.2. The RPR shall document when non-conforming work is observed and submit this documentation via email to NBU and the contractor. The Professional shall verify and document when the observed non-conforming work has been corrected and submit documentation to that effect to NBU via email.
- 7.7.2.3. The RPR shall review documents submitted by the contractor, including test reports, equipment installation reports, or other documents required by the contract.
- 7.7.2.4. The RPR shall coordinate the completion of materials testing by testing laboratories and confirm the testing has been conducted in accordance with

applicable testing and inspection bureaus who set standards for the testing of materials, witness tests, and factory testing.

- 7.7.2.5. The RPR shall provide specifically qualified personnel to conduct specialty observations for structural, mechanical, electrical, and instrumentation systems as requested by NBU.

#### 7.7.3. Document Management

- 7.7.3.1. The RPR shall be responsible for submittal management as described in Section 7.3. The RPR shall perform an initial review of the submittals and electronically send the submittals to the EOR and/or NBU for a detailed review and response.
- 7.7.3.2. The RPR shall monitor the progress of (i) the contractor in sending and processing submittals, including obtaining signatures from all required parties for documents, and of (ii) the EOR in reviewing and responding to submittals. The RPR shall verify that documentation is being processed according to the schedule.
- 7.7.3.3. The RPR shall prepare monthly reports in accordance with Section 7.7.1.4 that monitor the status of all submittals in the review process. The RPR shall submit an electronic copy of the report to NBU once a month.

#### 7.7.4. Schedule Management

- 7.7.4.1. The RPR shall review the baseline, the projected, and the monthly construction progress schedules submitted by the contractor. The RPR shall monitor the progress of the work completed relative to the planned progress and address any identified schedule delays by emailing the EOR, NBU, and the contractor promptly.

#### 7.7.5. Cost Management

- 7.7.5.1. The RPR shall review the schedule of values and payment requests prepared by the contractor. The RPR shall establish with NBU and the contractor procedures to review the monthly quantities of work in place and the corresponding payment requests for work completed.
- 7.7.5.2. The RPR shall prepare monthly cash flow requirements based upon information provided by the contractor. The RPR shall update cash flow reports monthly and include these reports with monthly updates to NBU by the 25<sup>th</sup> of each month.
- 7.7.5.3. The RPR shall verify quantities of work in place, review the payment requests and supporting documentation, and provide an opinion of whether the payment requested matches the work completed to NBU via email.

#### 7.7.6. Issues Management

- 7.7.6.1. The RPR shall provide an initial interpretation of the drawings and specifications when questions arise concerning the definition of the drawings and specifications. The RPR shall coordinate a resolution to these

issues based upon a final interpretation of the drawings and specifications by the EOR, NBU, and the contractor.

- 7.7.6.2. The RPR shall track and document issues, procure a resolution, and notify the EOR, NBU, and the contractor via email promptly.

7.7.7. Change Management

- 7.7.7.1. The RPR shall be responsible for change management as described in Section 7.4.

- 7.7.7.2. The RPR shall establish and document procedures for administering changes to the construction contract.

- 7.7.7.3. The RPR shall coordinate with the EOR for technical review and approval of any design modifications. All design modification documents shall have the EOR's Texas engineering seal affixed.

7.7.8. Project Completion

- 7.7.8.1. The RPR shall coordinate the start-up and commissioning of the facilities and all of the process systems with the EOR, the contractor, and NBU. Start-up services will include the submittal of a pump station startup checklist, generator startup checklist, uncoupled testing, coupled testing, generator, and transfer switch testing, startup meeting and testing, and SCADA support. Start-up services to be provided by the Professional are described in more detail below:

- 7.7.8.1.1 start-up checklists per Project Site – the Professional will develop a detailed project specific, start-up checklist for the contractor to follow during testing for each Project Site. Checklists will include items necessary to prove the proper installation and function of pumping equipment and generator equipment and will be a supplement to the start-up plan that is being provided to the contractor.
- 7.7.8.1.2 uncoupled testing – attend uncoupled testing. This includes services of electrical controls engineers (two (2) days), one (1) day per Project Site
- 7.7.8.1.3 coupled testing – attend coupled testing. This includes services of a civil/process engineer (three (3) days) and electrical controls engineer (three (3) days), one (1) day for the Well 6 Site and two (2) days for the Loop GST Site.
- 7.7.8.1.4 generator testing – attend generator and ATS testing. This includes services of an electrical controls engineer (one (1) day) at the Well 6 Site.
- 7.7.8.1.5 start-up coordination meeting with contractor – attend up to two (2) video conferences, one (1) per Project Site, or similar meeting to coordinate the start-up plan with the contractor.

- 7.7.8.1.6 on-site performance testing – attend on-site performance testing of equipment and system start-up and commissioning activities for the Loop GST Site. This includes services of a civil/process engineer (four (4) days), two (2) days per Project Site, electrical controls engineer (four (4) days), two (2) days per Project Site, and treatment engineer (one (1) day) for the Well 6 Site.
- 7.7.8.1.7 SCADA support services – this includes review of SCADA factory acceptance testing (FAT) plan, SCADA FAT (four (4) days), two (2) days per Project Site, and review of SCADA screens for each Project Site.
- 7.7.8.2. When the contractor requests that substantial completion be granted for the Project (or applicable portions thereof), the RPR shall conduct a review of the Project to determine conformance or non-conformance with the Project design and construction documents. The RPR shall determine if a review of the work is required by the EOR, and if so, shall schedule the reviews of the work with the EOR. The RPR shall prepare a list of deficiencies to be corrected by each contractor before substantial completion is granted and any partial release or reduction of retainage is approved. The RPR shall prepare certificates of substantial completion that include a list of work to be completed prior to issuance of final completion certificates.
- 7.7.8.3. The RPR shall conduct final reviews of the Project for conformance with all of the Project documents. The RPR shall confirm work is complete and in accordance with the Project documents prior to recommending final payments.
- 7.7.8.4. The RPR shall assist NBU in obtaining permits, warranties, spare parts, operation and maintenance manuals, as-built drawings, and facility keys from the contractors. The RPR shall review and confirm that the contractors have submitted all required documents to NBU prior to recommending the final payments.
- 7.7.9. Materials Transfer
  - 7.7.9.1. The RPR shall coordinate the transfers of and acceptance by the contractors of any NBU furnished equipment or materials.
  - 7.7.9.2. The RPR shall coordinate the transfers of and acceptance by NBU of any contractor-furnished spare parts, materials, keys, etc.
- 7.7.10. Record Drawings
  - 7.7.10.1. The RPR shall receive and review as-built drawings from the contractor for each Project Site. The RPR shall electronically transmit drawings and other documents to the EOR for the preparation of the record drawings. These drawings shall include notations that reflect as-built Project components and conditions. The record drawings shall include RPR's notes,

contractors' field notes, and NBU's field notes made during the construction process.

7.7.11. Limitations of Authority of RPR

- 7.7.11.1. The RPR shall not authorize any deviation from the contract documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the EOR and NBU.
- 7.7.11.2. The RPR shall not exceed limitations of EOR's authority as set forth in Agreement or the contract documents.
- 7.7.11.3. The RPR shall not undertake any of the responsibilities of contractors, subcontractors, suppliers, or contractors' superintendents.
- 7.7.11.4. The RPR shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the contract documents.
- 7.7.11.5. The RPR shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work or any activities or operations of NBU or contractors.
- 7.7.11.6. The RPR shall not accept shop drawing or sample submittals from anyone other than the contractors.
- 7.7.11.7. The RPR shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by NBU.

7.8. CLOSE-OUT DOCUMENTS

- 7.8.1. RECORD DRAWINGS. The Professional shall prepare the record drawings for each Project Site based on the revised redline construction drawings and information furnished by the construction contractors reflecting changes in the Project made during construction for each Project Site. The Professional shall prepare one (1) set of record drawings per Project Site at the completion of the Project and submit them to NBU via email within sixty (60) days of receipt of as-built drawings from the contractors or final completion.
- 7.8.2. ASSET INFORMATION. The Professional shall prepare a memorandum for each Project Site that provides the asset information listed below for all above grade facilities for insurance purposes within thirty (30) days after substantial completion by each contractor. The asset information will include the following:
  - 7.8.2.1. address;
  - 7.8.2.2. year built;
  - 7.8.2.3. description;
  - 7.8.2.4. square footage;
  - 7.8.2.5. building value; and
  - 7.8.2.6. contents value.
- 7.8.3. ADDITION AND RETIREMENT SHEETS. For each Project Site, the Professional shall prepare individual addition and retirement sheets for each piece



of above-ground equipment, and one (1) sheet each for below-ground water and/or wastewater piping. The Professional shall provide the addition and retirement sheets within thirty (30) days after substantial completion by each contractor. Information on each sheet includes, but is not limited to, the following:

- 7.8.3.1. equipment identification;
- 7.8.3.2. location;
- 7.8.3.3. network structure;
- 7.8.3.4. warranty date;
- 7.8.3.5. manufacturer;
- 7.8.3.6. model;
- 7.8.3.7. serial number;
- 7.8.3.8. rated flow (if applicable);
- 7.8.3.9. diameter (if applicable); and
- 7.8.3.10. linear feet and/or number of units.

7.9. DELIVERABLES. The Professional shall provide the following deliverables to NBU for each Project Site:

- 7.9.1. one (1) PDF electronic copy of FIO memorandum within thirty (30) days of substantial completion per Project Site;
- 7.9.2. one (1) Project Site visit memo per Project Site visit, which must be submitted (i) in PDF format; (ii) on FNI Manager, and (iii) no later than three (3) days after each Project Site visit;
- 7.9.3. responses to contractor submittals, requests for information, and other documents within fourteen (14) days of receipt for each Project Site;
- 7.9.4. one (1) PDF electronic copy and one (1) georeferenced .dwg file of record drawings and specifications in accordance with NBU standards per Project Site, with features adjusted to the location of GPS points collected in the field by the contractors and provided to NBU within sixty (60) days of receipt of record drawings from contractors or final completion; and
- 7.9.5. one (1) PDF electronic copy of asset information memorandum for each Project Site provided to NBU within thirty (30) days of substantial completion.

## **SUPPLEMENTAL SERVICES**

Pursuant to Section 4(B) of this Agreement, the Professional shall seek prior written approval from NBU before commencing work on any Supplemental Services described in this Section. If NBU requests the Professional to perform the Supplemental Services, NBU and the Professional shall execute a supplemental services agreement or contract amendment, as appropriate, detailing the Supplemental Services to be performed and the completion date. The Professional acknowledges the contract duration will not increase as result of engaging the Supplemental Services unless noted

in the supplemental services agreement or contract amendment, as appropriate.

## TIME OF COMPLETION

The Professional is authorized to commence work on the Services upon execution of this Agreement and agrees to complete these Services in accordance with the schedule in Table 1.

**Table 1**

<b>Project Milestones</b>	<b>Start Date</b>	<b>End Date</b>
Notice to Proceed	01/06/2025	N/A
30% Preliminary Design	01/07/2025	03/24/2025
60% Final Design	03/25/2025	06/09/2025
90% Final Design	06/10/2025	08/25/2025
100% Final Design	08/26/2025	10/13/2025
Permitting	10/14/2025	01/05/2026
Bid Phase	10/14/2025	06/29/2026
Construction Phase	06/30/2026	07/21/2028

Exhibit B  
Compensation

NBU agrees to pay the Professional for the Services and the Supplemental Services rendered under this Agreement in accordance with the tables below and made part of this Agreement.

**Services**

NBU shall pay the Professional for the Services during the term of this Agreement in an amount not to exceed \$1,898,468 as further described in the table below and made a part of this Agreement.

**Table 2**

<b>Task</b>	<b>Cost</b>
Task 1: Project Management	\$120,224
Task 2: Preliminary Design Phase	\$224,380
Task 3 and Task 4: Final Design Phase and Field Services	\$711,444
Task 5: Permitting & Stakeholders	\$15,249
Task 6: Bid Phase	\$33,169
Task 7: Construction Phase – General Representation	\$344,754
Task 7: Construction Phase – Startup Services	\$152,810
Task 7: Resident Representation	\$296,438
<b>Total</b>	<b>\$1,898,468</b>

**Supplemental Services**

NBU shall pay the Professional for the Supplemental Services performed throughout the Term of this Agreement in an amount not to exceed \$100,000; provided, however, that NBU must provide written approval in the form of a supplemental agreement, or contract amendment, as appropriate, prior to the Professional performing the Supplemental Services.

Exhibit C

Figure 1

Well 6 Site



Loop GST







**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:** Adam Willard, P.E.      **Reviewed by:** Michael Short, P.E.  
 Chief Engineer of Water      Director of Water Services and  
 Systems      Compliance

**Submitted by:** Mark Steelman      **Approved by:** Ryan Kelso  
 Chief Operations Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Authorize the CEO or His Designee to Negotiate and Execute a Professional Services Agreement with CP&Y, Inc. dba STV Infrastructure for the Design of the Barbarosa Waterline Project

## **BACKGROUND**

This Professional Services Agreement (the “Agreement”) with CP&Y, Inc., DBA STV Infrastructure (“STV”) provides project management, preliminary engineering design, final design, field services, permitting and coordination with stakeholders, bid phase services, and construction phase services for the New Braunfels Utilities (“NBU”) Barbarosa Waterline Project (the “Project”). The Project is anticipated to replace approximately 9,000 linear feet (“LF”) of 18-inch water line with a 30-inch water line, relocate approximately 2,150 LF of wastewater line, and will improve the transmission capacity in the Downtown Pressure Zone to serve projected growth.

NBU staff requests that the Board of Trustees approve the Agreement with STV for the Project.

This item is being presented to the Board because the total amount of the Agreement exceeds \$500,000.

Upon completion of the final design, NBU staff will solicit a construction contract and anticipates bringing the construction contract to the Board for approval in October 2026. NBU staff plans to begin construction in September 2026 and complete construction by September 2027.

## **FINANCIAL IMPACT**

The total financial impact for the Agreement with STV for the Project is \$1,339,793.90, including supplemental services. The Project is budgeted within the Fiscal Year 2025 through Fiscal Year 2028 NBU Board approved Capital Improvements Projects Budget.

**LINK TO STRATEGIC PLAN**

---

**Customers and Community**

**Infrastructure and Technology**

**Financial Excellence**

**Stewardship**

**EXHIBITS**

---

1. Professional Services Agreement with STV

## PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered by and between **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), and **CP&Y, INC. (D.B.A. STV INFRASTRUCTURE)**, a Texas Corporation. (the “Professional”). For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as set forth herein.

Section 1. Term of Agreement. This Agreement shall become effective the date on which the last party to this Agreement executes this Agreement and this Agreement shall not be binding until executed by all parties (the “Effective Date”). Once this Agreement is executed by both parties, this Agreement shall remain in effect until the completion date specified in Exhibit A, unless terminated as provided for in this Agreement. Subject to Section 271.904 of the Texas Local Government Code, as amended, Exhibit A shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks related to the Services (hereinafter defined).

Section 2. Scope of Services.

(A) The Professional shall perform the services described in Exhibit A (the “Services”) within the timeframe specified therein. The time limits for the Services stated in Exhibit A are of the essence of the Agreement. By executing this Agreement, the Professional confirms that the timeframe in Exhibit A is a reasonable period for performing the Services.

(B) The quality of Services provided hereunder shall be of the level of professional quality performed by professionals regularly rendering this type of service.

(C) The Professional shall perform the Services in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by NBU except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) Amount. The Professional shall be paid the amount set forth in Exhibit B as described herein.

(B) Billing Period. NBU shall pay the Professional within thirty (30) days after receipt and approval of invoices and based upon work satisfactorily performed and completed to date. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. In the event any uncontested portions of any invoice are not paid within thirty (30) days of receipt and approval of the Professional’s invoice, the Professional shall have the right to suspend work.

(C) Reimbursable Expenses. Any and all reimbursable expenses related to the Services shall be described in Exhibit A and accounted for in the total compensation amount in Exhibit B. If these items are not specifically accounted for in both Exhibit A and Exhibit B, NBU shall not be required to pay such amounts unless otherwise agreed to in writing by both parties or unless agreed to pursuant to Section 4 of this Agreement.

Section 4. Changes to the Services; Additional Work.

(A) Changes to the Services. The Professional shall make such revisions to any work related to the Services that has been completed as are necessary to correct any errors or omissions as may appear in such work. If NBU finds it necessary to make changes to previously satisfactorily completed work or parts thereof related to the Services, the Professional shall make such revisions if requested and as directed by NBU and such services shall be considered as additional work and paid for as specified under the following paragraph.

(B) Additional Work. NBU retains the right to make changes to the Services at any time by a written contract amendment. Work that is clearly not within the general description of the Services under this Agreement must be approved in writing by NBU by contract amendment before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Services described in Exhibit A and therefore constitutes additional work, the Professional shall promptly notify NBU of that opinion in writing. If NBU agrees that such work does constitute additional work, then NBU and the Professional shall execute a contract amendment for the additional work and NBU shall compensate the Professional for the additional work on the same basis of the rates for the Services contained in Exhibit B. If the changes reduce the scope of the Services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by the Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by NBU shall be delivered to and become the property of NBU. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to NBU without restriction or limitation on the further use of such materials; however, such materials are not intended or represented to be suitable for reuse by NBU or others. Any reuse of the materials related to the Services without prior verification or adaptation by the Professional for the specific purpose intended will be at NBU's sole risk and without liability to the Professional. Where applicable, the Professional shall retain all pre-existing proprietary rights in the materials provided to NBU but shall grant to NBU a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at the Professional's expense, have copies made of the documents or any other data furnished to NBU under or pursuant to this Agreement.

Section 6. Personnel. The Professional shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. The Professional agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to NBU.

If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Professional shall immediately notify NBU of same and shall replace such personnel with personnel possessing substantially equal ability and qualifications.

Section 7. Licenses; Materials. The Professional shall maintain in current status all federal, state, and local licenses and permits required for the Professional to perform the Services and operate its business. NBU has no obligation to provide the Professional, its employees or subcontractors any business registrations or licenses required to perform the Services described in this Agreement. NBU has no obligation to provide tools, equipment, or materials to the Professional.

Section 8. Professional's Seal; Standard of Care. To the extent the Professional has a professional seal, the Professional shall place such seal on all final documents and data furnished by the Professional to NBU. Preliminary documents released from a license holder's control shall identify the purpose of the document, the engineer(s) of record and the engineer license number(s), and the release date on the title sheet of bound engineering reports, specifications, details, calculations or estimates, and each sheet of plans or drawings regardless of size or binding. As required by Section 271.904 of the Texas Local Government Code, as amended, all services provided under this Agreement will be performed with the professional skill and care ordinarily provided by competent engineers or architects, as applicable, practicing under the same or similar circumstances and professional license. The Professional shall perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as applicable. The plans, specifications, and data provided by the Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by NBU and the Professional. NBU acknowledges that the Professional does not have control over the methods or means of work or the costs of labor, materials, or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

Section 9. Indemnification.

**(A) GENERAL. TO THE EXTENT PERMITTED BY LAW, INCLUDING SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS NBU AND EACH BOARD MEMBER, OFFICER, EMPLOYEE, AGENT, AND REPRESENTATIVE THEREOF (NBU AND ANY SUCH PERSON BEING HEREIN CALLED AN "INDEMNIFIED PARTY") FOR, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY ANY INDEMNIFIED PARTY WHICH ARE:**

- i. DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY THE PROFESSIONAL, ITS AGENT, EMPLOYEE, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL;**
- ii. CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF PROFESSIONAL'S STANDARD OF CARE, BY THE**



**PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL;**

- iii. **CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL;**
- iv. **DUE TO THE FAILURE OF THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL TO PAY THEIR CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE AGREEMENT; OR**
- v. **OTHERWISE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, INCLUDING SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.**

**(B) REIMBURSEMENT OF NBU’S FEES IN DEFENSE OF CLAIMS. TO THE EXTENT NBU INCURS ATTORNEY’S FEES IN DEFENSE OF ANY CLAIM ASSERTED AGAINST NBU THAT ARISES OR RESULTS FROM THE ALLEGED ACTS OR OMISSIONS OF THE PROFESSIONAL DESCRIBED IN THIS SECTION, THE PROFESSIONAL SHALL REIMBURSE NBU ITS REASONABLE ATTORNEY’S FEES IN PROPORTION TO THE PROFESSIONAL’S LIABILITY FOUND AFTER A FINAL ADJUDICATION OF LIABILITY.**

The obligations of the Professional under this Section shall survive the termination of this Agreement.

Section 10. Insurance.

(A) General.

- i. Insurer Qualifications. Without limiting any obligations or liabilities of the Professional, the Professional shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Texas with an A.M. Best, Inc. rating of A- VII or above with policies and forms satisfactory to NBU. Failure to maintain insurance as specified herein may result in termination of this Agreement at NBU’s option.

- ii. No Representation of Coverage Adequacy. By requiring insurance, NBU does not represent that coverage and limits will be adequate to protect the Professional. NBU reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve the Professional from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- iii. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, and Board of Trustees as an Additional Insured as specified under the respective coverage sections of this Agreement.
- iv. Coverage Term. All insurance required herein shall be maintained in full force and effect until all the Services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by NBU, unless specified otherwise in this Agreement.
- v. Primary Insurance. The Professional's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of NBU as an Additional Insured.
- vi. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage will extend, either by keeping coverage in force or purchasing an extended reporting option, for three years after the conclusion of the term of this Agreement. Such continuing coverage will be evidenced by submission of annual certificates of insurance stating applicable coverage is in force and containing provisions as required herein for the three-year period.
- vii. Waiver. All policies (except for Professional Liability, if applicable), including Workers' Compensation insurance, will contain a waiver of rights of recovery (subrogation) against NBU, its agents, representatives, officers, employees, and Board of Trustees for any claims arising out of the Services performed by the Professional. The Professional shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- viii. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to NBU. The Professional shall be solely responsible for any such deductible or self-insured retention amount.

- ix. Use of Subcontractors. The Professional shall not use subcontractors for all or any work under this Agreement without the prior written consent of NBU in its sole discretion. If any work under this Agreement is subcontracted in any way, the Professional shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Agreement and insurance requirements set forth herein protecting NBU and the Professional. The Professional shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- x. Evidence of Insurance. Prior to the Effective Date of this Agreement, the Professional shall provide suitable evidence of insurance to NBU, which confirms that all required insurance policies are in full force and effect. Evidence of insurance shall be in a form acceptable to NBU. Confidential information such as the policy premium may be redacted from the documents evidencing each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. NBU will rely upon the requested information, including, but not limited to, certificates of insurance, endorsements, schedule of forms and endorsements, or other policy language as evidence of coverage but such acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it will be the Professional's responsibility to forward renewal certificates and evidence of insurance to NBU five (5) days prior to the expiration date.

(B) Required Insurance Coverage. Any of the coverage set forth below may be waived by NBU in its sole discretion, but any such waiver must be signed by an authorized representative of NBU on or before the Effective Date of this Agreement.

- i. Commercial General Liability. The Professional shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, and property damage. The definition of insured contract cannot have any modifications as outlined in the ISO policy form CG 0001 0413. Third party action over coverage must not be specifically excluded. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, NBU, its agents, representatives, officers, and Board of Trustees shall be cited as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- ii. Auto Liability. The Professional shall maintain Automobile Liability insurance with a limit of \$1,000,000 combined single limit on the Professional's owned or hired and non-owned vehicles, as applicable, assigned to or used in the performance of the Services by the Professional under this Agreement. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, NBU,

its agents, representatives, officers, and Board of Trustees shall be cited as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

- iii. Professional Liability. The Professional shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Professional, or anyone employed by the Professional, or anyone for whose negligent acts, mistakes, errors and omissions the Professional is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three years after the conclusion of the term of this Agreement, and the Professional shall be required to submit certificates of insurance and other requested information evidencing proper coverage is in effect as required above. Confidential information such as the policy premium or proprietary information may be redacted from the insurance information requested, provided that such redactions do not alter any of the information required by this Agreement.
- iv. Workers’ Compensation and Employer’s Liability Insurance. The Professional shall maintain Workers’ Compensation insurance to cover the Professional’s employees engaged in the performance of the Services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

(C) Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days’ prior written notice to NBU.

#### Section 11. Termination.

(A) For NBU’s Convenience. This Agreement is for the convenience of NBU and, as such, may be terminated by NBU for any reason upon thirty (30) days’ written notice by NBU to the Professional. Upon termination for convenience, the Professional will be paid for the Services performed to the termination date less any offsets to which NBU may be entitled under the terms of this Agreement. By written notice to NBU, the Professional may suspend work if the Professional reasonably determines that working conditions at the site (outside the Professional’s control) are unsafe, or in violation of applicable laws, or in the event NBU has not made timely payment in accordance with this Agreement, or for other circumstances not caused by the Professional that are materially interfering with the normal progress of the work. The Professional’s suspension of work hereunder shall be without prejudice to any other remedy of the Professional at law or equity.

(B) For Cause. If either party violates any provision or fails to perform any obligation of this Agreement and such party fails to cure its nonperformance within thirty (30) days after written notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for

cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within thirty (30) days, then the defaulting party will have such additional period of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (i) provides written notice to the non-defaulting party and (ii) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event will any such cure period exceed ninety (90) days. Only one notice of nonperformance will be required during the term of this Agreement and in the event of a second breach or violation, the nondefaulting party may immediately terminate this Agreement without notice to the defaulting party. In the event of any termination for cause by NBU, payment will be made by NBU to the Professional for the undisputed portion of its fee due as of the termination date less any offsets to which NBU may be entitled under the terms of this Agreement.

(C) Non-Collusion. The Professional represents and warrants that the Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to NBU under this Agreement. If NBU determines that the Professional gave, made, promised, paid or offered any gift, bonus, commission, money, or other consideration to NBU or any of its officers, agents, or employees to secure this Agreement, NBU may elect to cancel this Agreement by written notice to the Professional. The Professional further agrees that the Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from NBU pursuant to this Agreement) for any of the Services performed by the Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to the Professional, the Professional shall immediately report that fact to NBU and, NBU, at its sole option, may elect to cancel this Agreement by written notice to the Professional.

(D) Agreement Subject to Appropriation. This Agreement is subject to appropriation of funds. The provisions of this Agreement for payment of funds by NBU shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. NBU shall be the sole judge and authority in determining the availability of funds under this Agreement and NBU shall keep the Professional fully informed as to the availability of funds for the Agreement. The obligation of NBU to make any payment pursuant to this Agreement is a current expense of NBU, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of NBU. If sufficient funds are not appropriated to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and NBU and the Professional shall be relieved of any subsequent obligation under this Agreement.

## Section 12. Miscellaneous.

(A) Independent Contractor. The Professional acknowledges that the Professional is an independent contractor of NBU and is not an employee, agent, official or representative of NBU. The Professional shall not represent, either expressly or through implication, that the Professional is an employee, agent, official or representative of NBU. Income taxes, self-employment taxes, social security taxes and the like shall be the sole responsibility of the Professional.



(B) Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Comal County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Comal County, Texas.

(C) Compliance with Laws. The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish satisfactory proof of compliance to NBU.

(D) Amendments. This Agreement may only be amended, modified, or supplemented by a written amendment signed by persons duly authorized to enter into contracts on behalf of NBU and the Professional.

(E) Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall promptly be physically amended to make such insertion or correction.

(F) Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(G) Entire Agreement; Interpretation; Parol Evidence. This Agreement and the related Exhibits constitute the entire agreement of the parties with respect to the subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded thereby. No representations, inducements or oral agreements have been made by any of the parties except as expressly set forth in this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement.

(H) No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be null and void.

(I) Subcontractors. The Professional shall not transfer any portion of the work related to the Services under this Agreement to any subcontractor without the prior written consent of NBU, which consent shall not be unreasonably withheld. The approval or acquiescence of NBU in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Professional.

(J) Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(K) Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which will be deemed to have accrued on the commencement of such action.

(L) Liens. All materials or services provided under this Agreement shall be free of all liens and, if NBU requests, a formal release of all liens shall be delivered to NBU.

(M) Offset.

- i. Offset for Damages. In addition to all other remedies at law or equity, NBU may offset from any money due to the Professional any amount the Professional owes to NBU for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement, including but not limited to all costs, expenses, fines, fees, and charges associated with obtaining performance from alternative sources, shipping, handling, materials, equipment rental, travel expenses and associated costs.
- ii. Offset for Delinquent Fees or Taxes. NBU may offset from any money due to the Professional any amount the Professional owes to NBU for delinquent fees, including any interest or penalties.

(N) Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to NBU:

New Braunfels Utilities  
 Attn: Director of Water Services  
 263 Main Plaza  
 New Braunfels, TX 78130

With copy to:

New Braunfels Utilities  
 Attn: Purchasing Manager  
 355 FM 306  
 New Braunfels, TX 78130

If to the Professional:

CP&Y, Inc. (d.b.a. STV Infrastructure)  
 12500 San Pedro Avenue  
 Suite 450  
 San Antonio, TX 78216

or at such other address, and to the attention of such other person or officer, as any party may designate by providing thirty (30) days' prior written notice of such change to the other party in the manner set forth in this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

(O) Confidentiality of Records. The Professional shall establish and maintain procedures and controls that are acceptable to NBU for the purpose of ensuring that information contained in its records or obtained from NBU or from others in carrying out the Professional's obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Professional's duties under this Agreement. Persons requesting such information should be referred to NBU. The Professional also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Professional as needed for the performance of duties under this Agreement.

(P) Right to Audit. NBU shall have the right to examine and audit the books and records of the Professional with regard to the Services, or any subsequent changes, at any reasonable time. Such books and records shall be maintained in accordance with generally accepted principles of accounting and shall be adequate to enable determination of (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

(Q) Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

(R) Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

(S) Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

(T) Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

(U) Exhibits. Except as specified in Subsection (V) of this Section, all exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

(V) Conflicting Terms. In the case of any conflicts between the terms of this Agreement and the Exhibits, the statements in the body of this Agreement shall govern. The Exhibits are intended to detail the technical scope of services, fee schedule, and the term of the contract only and shall not dictate Agreement terms.

(W) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

(X) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(Y) Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of NBU. NBU reserves the right to obtain like goods and services from another source when necessary.

Section 13. Force Majeure. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances that are beyond the reasonable control of such party (which circumstances may include, without limitation, acts of God, war, acts of civil disobedience, epidemic, pandemic, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados), labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably

occasioned by the delay. In no event will any delay or failure of performance caused by any force majeure condition extend this Agreement beyond its stated Term unless both parties agree in writing to such extension in an amendment to this Agreement. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

Section 14. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code, as amended, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties shall first attempt to resolve the dispute by taking the steps described in this Section. First, the dissatisfied party shall deliver to the other party a written notice substantially describing the nature of the dispute, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. Second, if the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give five (5) days' written notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. Third, if those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 15. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. The Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, as amended.

#### Section 16. Information Technology

(A) Limited Access. If necessary for the fulfillment of the Agreement, NBU may provide the Professional with non-exclusive, limited access to NBU's information technology infrastructure. The Professional understands and agrees to abide by NBU policies, standards, regulations and restrictions regarding access and usage of NBU's information technology infrastructure. The Professional shall reasonably enforce such policies, standards, regulations and restrictions with all the Professional's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement. The Professional's employees, agents and subcontractors must receive prior, written approval from NBU before being granted access to NBU's information technology infrastructure and data and NBU, in its sole determination, shall determine accessibility and limitations thereto. NBU reserves the right to condition or terminate the Professional's access to NBU's information technology infrastructure or data at any time. The Professional agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Professional. The parties further agree that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief



in court. A violation of this Section may result in immediate termination of this Agreement without notice.

(B) Data Confidentiality. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Professional in connection with this Agreement is confidential, proprietary information owned by NBU. Except as specifically provided in this Agreement, the Professional shall not intentionally disclose data generated in the performance of the Services to any third party without the prior, written consent of NBU.

(C) Data Security. Personal identifying information, financial account information, or restricted NBU information, whether electronic format or hard copy, is confidential and must be secured and protected at all times to avoid unauthorized access. At a minimum, the Professional must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

(D) Compromised Security. In the event that data collected or obtained by the Professional in connection with this Agreement is believed to have been compromised or in the event of a Security Incident, as defined by Section 2054.603 of the Texas Government Code, the Professional shall notify NBU within twenty-four (24) hours of discovery of such compromise or Security Incident. **TO THE EXTENT PERMITTED BY SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, THE PROFESSIONAL SHALL INDEMNIFY AND HOLD NBU HARMLESS FROM ANY CLAIMS RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE PROFESSIONAL, ITS OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, ANY TIER OF SUBCONTRACTOR, OR ANY ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.**

(E) Survival. The obligations of the Professional under this Section shall survive the termination of this Agreement.

Section 17. Prohibition on Contracts with Companies Boycotting Israel. The Professional hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2271.002 of the Texas Government Code, as amended. As used in the foregoing verification, “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. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 18. Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited. The Professional represents that neither it nor any of its parent

company, wholly or majority owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and excludes the Professional and each of its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Professional understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 19. Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia. If the Professional is granted direct or remote access to or control of critical infrastructure in the State of Texas under this Agreement, the Professional represents the following:

- (A) it is not owned by or the majority of stock or other ownership interest in the Professional is not held or controlled by:
  - i. individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code, as amended ("designated country"); or
  - ii. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
- (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

The foregoing representation is made solely to comply with Chapter 2275 of the Texas Government Code, as amended. As used in the foregoing verification, "critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. "Affiliate," with respect to a company entering into an agreement in which the critical infrastructure is electric grid equipment, has the meaning assigned by the protocols of the independent organization certified under Section 39.151, Utilities Code, for the ERCOT power region.

Section 20. Prohibition on Contracts with Companies Boycotting Energy Companies. The Professional hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2276 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2276.002 of the Texas Government Code, as amended. As used in the foregoing verification, “boycott energy companies” has the meaning used in Section 809.001 of the Texas Government Code, as amended. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 21. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. The Professional hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 22. Texas Public Information Act. The Professional recognizes that NBU is subject to the disclosure requirements of the Texas Public Information Act (the “PIA”). As part of its obligations within this Agreement, the Professional agrees, at no additional cost to NBU, to cooperate with NBU for any particular needs or obligations arising out of the NBU’s obligations under the PIA. This acknowledgment and obligation are in addition to and complementary to the NBU’s audit rights in Section 12(P).

This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU in a fiscal year of NBU.

The Professional must (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to NBU for the duration of the Agreement; (2) promptly provide to NBU any contracting information related to the Agreement that is in the custody or possession of the Professional on request of NBU; and (3) on completion of the Agreement, either:

- (i) provide at no cost to NBU all contracting information related to the Agreement that is in the custody or possession of the Professional; or
- (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to NBU.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Professional agrees that the Agreement can be terminated if the Professional knowingly or intentionally fails to comply with a requirement of that subchapter.

Section 23. Electronic Signatures. Pursuant to Chapter 322 of the Texas Business and Commerce Code, as amended, the parties agree to the use of electronic signatures herein and that the use of an electronic signature, whether digital or encrypted, is intended to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Each party further agrees that if it agrees to conduct a transaction by electronic means in this Agreement, it may refuse to conduct other transactions by electronic means and that such right may not be waived by this Agreement.

*(The remainder of this page intentionally left blank)*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the Effective Date.

**NBU:**  
**NEW BRAUNFELS UTILITIES,**  
a Texas municipally owned utility

By: \_\_\_\_\_  
Name: Ryan Kelso  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**PROFESSIONAL:**  
**CP&Y, Inc. (d.b.a. STV Infrastructure)**  
a Texas Corporation

By: Marisa Vergara  
Name: Marisa Vergara  
Title: Senior Vice President  
Date: 11/4/2024



## Exhibit A Services

The Professional shall provide all labor, material, and equipment necessary to provide project management services, preliminary engineering phase services, final design phase services, field services, permitting services and coordination with stakeholders, bid phase services, and construction phase services for the Barbarosa Road 30-inch Water Line Project (the “Project”). The Project consists of the replacement of approximately 9,000 linear feet (“LF”) of 18-inch water main with 30-inch water main located along Barbarosa Road from FM 1101 to Saengerhalle Road, and the relocation of approximately 1,900 LF of 10-inch and 250 LF of 12-inch wastewater pipeline starting at the intersection of FM 1101 and Barbarosa Road, ending at the intersection of Saur Lane and Westmeyer Road in New Braunfels, Texas (collectively the “Project Site”).

### **I. SUMMARY OF PROJECT SERVICES**

#### **A. Water Pipeline**

1. The Project includes replacement of approximately 9,000 LF of 18-inch water main with new 30-inch water main installed by open-cut methods including all appurtenances, and tie-in of existing customers, starting at the intersection of FM 1101 and Barbarosa Road, and ending at Saengerhalle Road and Barbarosa Road.
2. The Project includes one (1) TxDOT highway crossing using trenchless construction.

#### **B. Wastewater Pipeline**

1. The Project includes relocation of approximately 1,900 LF of 10-inch and 250 LF of 12-inch wastewater pipeline by open-cut methods including manholes, starting at the intersection of FM 1101 and Barbarosa Road, and ending at the intersection of Saur Lane and Westmeyer Road.
2. The Project includes one (1) TxDOT highway crossing using trenchless construction.

### **II. SERVICES BY TASK**

The Professional shall provide the following services in accordance with the tasks described

herein, corresponding to the schedule set out in Table 1 below.

### **Task 1. Project Management**

1. The Professional shall provide the project management services described in this Section.

1.1. SCHEDULE. The Professional shall develop a baseline design schedule for the Project within two (2) weeks after notice to proceed (“NTP”) and shall prepare updated design schedules for the Project on a monthly basis on or before the 25<sup>th</sup> day of each month for NBU to monitor progress and identify design submittal dates. The Professional shall provide design schedules to the NBU project manager (“Project Manager”) via email in portable document format (“PDF”).

1.2. QUALITY CONTROL. The Professional shall develop a quality assurance/quality control (“QA/QC”) program for the Project. The Professional shall explain the QA/QC program in detail via a written document and provide it to NBU’s Project Manager via email within thirty (30) days of NTP.

1.3. PROGRESS REPORTS. The Professional shall provide NBU with electronic monthly Project progress reports and submit written invoices on or before the 25<sup>th</sup> day of each month for the previous month’s effort. The Professional shall provide progress reports to the NBU Project Manager via email.

1.4. MEETING AGENDA/MINUTES. The Professional shall provide a meeting agenda one (1) day prior to meetings and provide a copy of the documented meeting minutes and action item logs to NBU’s Project Manager within one (1) week after meetings.

1.5. PROJECT CONTROLS. The Professional shall manage Project integration, scope, schedule, cost, quality, staff resources, sub-consultants, communications, risk analysis and management, and procurements as NBU directs, including, but not limited to, the following:

1.5.1. assigning a senior advisor to oversee quality assurance;

1.5.2. developing cost estimates using recent bid tabs from similar projects or vendor prices;

1.5.3. using Microsoft Project or similar to manage the schedule; and

1.5.4. coordinating communication with sub-consultants through emails and meetings.

1.6. DESIGN COORDINATION MEETINGS. The Professional shall lead up to three (3)

design coordination meetings. Each meeting shall be up to two (2) hours in length, either at NBU offices or virtual, as determined by NBU, and the Professional shall provide a meeting agenda one (1) day prior to meetings and provide a copy of the summary meeting minutes and action item log to NBU's Project Manager within one (1) week after the meeting. The meetings may occur at any point during the preliminary engineering or final design phases, as requested by NBU's Project Manager.

## **Task 2. Preliminary Engineering Phase**

2. Upon NBU providing NTP to the Professional, the Professional shall perform the preliminary engineering phase services described in this Section.
  - 2.1. MEETINGS. The Professional shall attend the following meetings and provide meeting agendas and summary meeting minutes to NBU for the following meetings in accordance with the requirements listed in Section 1.4:
    - 2.1.1. Project kick-off meeting with NBU (one (1) meeting);
    - 2.1.2. monthly progress status meetings (five (5) meetings);
    - 2.1.3. preliminary engineering report ("PER") review meeting (one (1) meeting);
    - 2.1.4. 30% design review meeting (one (1) meeting);
    - 2.1.5. meeting with franchise utilities (one (1) meeting);
    - 2.1.6. meeting with the City of New Braunfels ("CoNB") (one (1) meeting); and
    - 2.1.7. meeting with additional stakeholders (one (1) meeting).
  - 2.2. TRENCHLESS CONSTRUCTION METHODS. The Professional shall evaluate the feasibility of trenchless construction in locations that have a depth of more than twenty-five (25) feet, have surface conflicts, or require limited surface disturbance in high traffic areas. The Professional shall determine the preferred method of trenchless construction for up to four (4) crossings.
  - 2.3. 30% DESIGN DOCUMENTS
    - 2.3.1. The Professional shall perform up to one (1) preliminary site visit during the 30% preliminary design phase timeframe described in Table 1 to gather Project information.
    - 2.3.2. The Professional shall collect and review existing data, reports, mapping, and records from NBU. The Professional shall review documents associated with the

- Project. The Professional shall provide analyses of NBU's requirements for the Project, including planning, surveys, site evaluations, and comparative studies of prospective sites and solutions.
- 2.3.3. The Professional shall prepare 30% design drawings, including plan views of all proposed infrastructure within the Project Site.
- 2.3.4. The Professional shall prepare a Class 4 opinion of probable construction cost ("OPCC") based on 30% design drawings.
- 2.3.5. The requirements for deliverables in Section 2.3 are more specifically described in Section 2.5.
- 2.4. PRELIMINARY ENGINEERING REPORT. The Professional shall prepare a PER that includes 30% design plans and describes the scope of the Project for final design, right of way ("ROW") requirements, easement requirements, permitting, constructability, OPCC, and schedule. The PER shall include Project implementation, phasing and packaging for all portions of the Project. The Professional shall submit a draft PER for NBU review and comment as well as a final PER incorporating all NBU comments. The Professional will submit the final PER to NBU within 30 days of receiving NBU comments to the draft PER.
- 2.5. DELIVERABLES. The Professional shall provide the following preliminary engineering phase deliverables to NBU during the 30% preliminary design phase timeframe described in Table 1:
- 2.5.1. PER and Class 4 OPCC – one (1) PDF electronic file;
- 2.5.2. 30% design drawings – one (1) PDF electronic file and one (1) electronic Keyhole Markup language Zipped ("KMZ") or shape ("SHP") file. 30% drawings will include:
- 2.5.2.1. cover sheet;
- 2.5.2.2. general notes;
- 2.5.2.3. plan view of 30% alignment; and
- 2.5.2.4. standard details.
- 2.5.3. preliminary list of proposed easements

### **Task 3. Final Design Phase**

3. Upon NBU's written approval of the PER and 30% design documents, the Professional shall perform the final design phase services described in this Section.

3.1. MEETINGS. The Professional shall attend the following meetings and provide meeting agenda and meeting minutes to NBU for the following meetings in accordance with the requirements listed in Section 1.4:

- 3.1.1. 60% design review meeting (one (1) meeting);
- 3.1.2. 90% design review meeting (one (1) meeting);
- 3.1.3. monthly design meetings (eight (8) meetings);
- 3.1.4. meetings with property owners (four (4) meetings);
- 3.1.5. meetings with franchise utilities (two (2) meetings);
- 3.1.6. permitting meetings with CoNB (two (2) meetings); and
- 3.1.7. meetings with additional stakeholders (two (2) meetings).

3.2. 60% DESIGN DOCUMENTS. Upon NBU's written approval of the PER and 30% design plans, the Professional shall prepare 60% plans, specifications, and OPCC based on decisions made in the 30% preliminary design phase. 60% design documents shall include:

- 3.2.1. plan view and/or site layout of the proposed facilities;
- 3.2.2. profile view of sewer pipelines;
- 3.2.3. profile view of water pipelines greater than twenty-four (24) inches diameter;
- 3.2.4. call outs for major design items;
- 3.2.5. table of contents for all required specifications and technical specifications that are provided by the Professional with the exception of NBU's standard specifications. The Professional will utilize the NBU standard specifications. The Professional will provide additional technical specifications to supplement the NBU standard specifications if needed;
- 3.2.6. Class 2 OPCC based on 60% design documents; and
- 3.2.7. metes and bounds description and parcel maps for up to sixteen (16) proposed permanent water line easements.

3.3. 90% DESIGN DOCUMENTS. Upon NBU's written approval of the 60% design documents, the Professional shall prepare 90% drawings, specifications, and an OPCC. 90% design documents shall include:

- 3.3.1. call outs for all design items on the plan sheets;



- 3.3.2. complete specifications; and
- 3.3.3. a Class 1 OPCC based on 90% design documents.
- 3.4. 100% (FINAL) DESIGN DOCUMENTS. Upon NBU's written approval of 90% drawings and specifications, the Professional shall prepare 100% drawings, specifications, and an OPCC. 100% drawings and specifications shall include:
  - 3.4.1. a final signed and sealed set of construction drawings and specifications based on decisions made in the 90% design phase. NBU shall provide the Professional with easement requirements for each parcel via email to incorporate into the plans, and the front-end document to incorporate into the specifications;
  - 3.4.2. project files to include .dgn, .mxd, and KMZ;
  - 3.4.3. preparation of the bid form; and
  - 3.4.4. a Class 1 OPCC based on 100% design documents.
- 3.5. DELIVERABLES. The Professional shall provide the following deliverables to NBU in accordance with the timelines listed in Table 1:
  - 3.5.1. 60% design – the Professional shall provide one (1) KMZ or SHP electronic file, one (1) PDF electronic file in PDF of the plans, one (1) PDF electronic file of the 60% specifications, and one (1) PDF electronic file of a Class 2 OPCC during the 60% design phase timeframe in Table 1;
  - 3.5.2. 90% design – the Professional shall provide one (1) KMZ or SHP electronic file, one (1) PDF electronic file in PDF of the plans, one (1) PDF electronic file of the 90% specifications, and one (1) PDF electronic file of a Class 1 OPCC during the 90% design phase timeframe in Table 1; and
  - 3.5.3. 100% final design - the Professional shall provide one (1) KMZ or SHP electronic file, one (1) PDF electronic file in PDF of the plans, one (1) PDF electronic file of the 100% specifications, and one (1) PDF electronic file of a Class 1 OPCC during the 100% final design phase timeframe in Table 1.

#### **Task 4. Field Services**

- 4. The Professional shall perform the field services described in this Section. This water line project will be joint bid with the CoNB Barbarosa Road/Saur Lane Project. When feasible, the proposed water line and wastewater conflict adjustments will be located within the

proposed ROW. Where applicable, available survey and subsurface utility engineering (“SUE”) data developed for the roadway project will be utilized. These services will be supplemented with additional surveys and SUE as noted below in Sections 4.1 and 4.3.

4.1. TOPOGRAPHIC SURVEY. The Professional shall obtain a topographic, utility, and boundary survey as described in this Section.

4.1.1. The Professional shall utilize the topographic survey developed for the CoNB Barbarosa Road/Saur Lane Project, which includes the limits of the proposed ROW. The Professional shall perform additional survey(s) for an estimated 30-foot-wide by 3,500-foot-long corridor in areas where the proposed water line or wastewater conflict adjustments may need to be located outside the proposed ROW. The Professional shall tie in all existing surface topographic features and structures within the Project Site, which shall include, but is not limited to: tops of curbs, edges of pavement, pavement materials, driveways, sidewalks, retaining walls, drainage structures (top, edges and flow line), channels and drainage ways (tops, toes and flow line), manholes (rim, flow lines and diameters of pipes, type of material, and photographs of the inside of manholes and drainage structures), including the same survey data for upstream and downstream manholes and structures that are outside of the survey limits for all gravity wastewater and drainage lines within the survey limits, and visible valves, meters, clean-outs, slabs, utility signs, utility poles and structures, fences, landscaping features, shrubbery, trees (including the approximate drip-line), tree canopies, buildings (edges within the survey limits), mailboxes, etc. Trees shall be tagged and tabulated by size and species specific in compliance with the CoNB Tree Preservation Ordinance as defined in the CoNB Zoning Ordinance Chapter 5.3-5i. The survey limits shall extend approximately one hundred (100) feet on intersecting streets. The Professional shall provide sufficient ground shots to create one (1) foot contours for the Project.

4.1.2. The Professional shall conduct a utility survey and locate existing utilities within the Project survey boundary of the Project Site. The Professional shall contact all utility service providers by calling Texas 811 and NBU to coordinate flagging of existing franchise utilities. The Professional shall request drawings of existing

agency and municipally owned utilities and shall include locations of these utilities in the survey. The Professional shall tie in the locations of the existing utilities on the survey. The Professional shall bear all costs for the services associated with utility locates.

- 4.1.3. The Professional shall locate up to fifteen (15) geotechnical borings and tie them into the Project survey.
  - 4.1.4. The Professional shall set and install control points and/or benchmarks as required for the survey work (minimum 1,800-foot intervals). The Professional shall provide horizontal and vertical coordinates of the benchmarks in the required coordinate system and datum and show the benchmarks on the survey drawing.
  - 4.1.5. NBU shall coordinate right of entry (“ROE”). NBU shall contact private property owners to ascertain permission to enter and perform field services within private properties. NBU shall coordinate with the Professional to provide the acquired ROE before field services begin.
  - 4.1.6. The Professional shall research and review adjoining plats and deeds along the survey corridor. The Professional shall locate property corners and identify existing ROW along the survey corridor, based on found monuments and record documents.
- 4.2. EASEMENT DOCUMENTS. The Professional shall prepare a metes and bounds description and exhibits for required easements for the Project for up to sixteen (16) parcels based on the criteria described in this Section.
- 4.2.1. The Professional shall perform deed, plat and courthouse record research, request title reports, and obtain copies of deeds and easement documents.
  - 4.2.2. The Professional shall survey property corners, fences, and appurtenant property evidence.
  - 4.2.3. Easements shall consist of a permanent easement and a temporary construction easement. There shall be a separate document for permanent easements and temporary easements for each parcel. Easements shall be signed and sealed by a registered professional land surveyor, currently registered in the State of Texas. Each easement shall have attached to it a copy of the corresponding deed for that property and a closure computation sheet for the easement tract. A draft copy of the easement shall be submitted for review by the Professional via email to

NBU. The Professional shall incorporate comments as appropriate and submit one (1) final copy of the easement and deed to NBU. The Professional shall revise each draft metes and bounds exhibit up to one (1) time per NBU's review.

4.2.4. The exhibit plat and legal description must meet all the rules of the Texas Board of Professional Land Surveying and the Professional Land Surveying Practices Act and the Manual of Practice for Land Surveying in the State of Texas as published by the Texas Society of Professional Surveyors and utilizing the latest version.

4.2.5. Legal descriptions shall include sufficient information to identify the location, boundaries, monumentation, and area of the described tract, as well as its relationship to the parent tract out of which it is surveyed. Each legal description shall be accompanied by an exhibit plat that depicts the worded description. Legal descriptions and exhibit plats shall be reproduced on 8.5" x 14" size paper. All documents provided by the Professional must be legible. The exhibit plat or legal description should be able to stand alone.

4.2.6. The Professional shall stake final easement boundaries.

4.3. SUBSURFACE UTILITY ENGINEERING. The Professional shall perform SUE as described in this Section.

4.3.1. The Professional shall perform SUE "Quality Level A" as defined by the American Society for Civil Engineers, for up to eight (8) pothole locations. Level A includes physically locating the actual utility, often by potholing. Once the utility is potholed it is located horizontally and vertically by survey measurements. This location is typically to the top of pipe, which should be noted on the drawing.

4.3.1.1. The Professional shall provide coordination for all utility locates/clearance and permitting required to conduct SUE potholes.

4.3.1.2. The Professional shall provide traffic control based on an estimated one (1) lane closure, depending on the directed dig site locations.

4.3.2. The Professional shall provide SUE "Quality Level B" as defined by the American Society for Civil Engineers. Utility locates will supplement the Quality Level B SUE previously performed for the Barbarosa Road widening. The Professional will provide an additional 2,000 linear feet of Quality Level B. Level B includes two-dimensional horizontal information obtained through the application and

interpretation of non-destructive surface geophysical methods providing horizontal positioning of subsurface utilities to within approximately one (1) foot.

4.4. GEOTECHNICAL DATA REPORT. The Professional shall conduct a geotechnical investigation to complete a Geotechnical Data Report (“GDR”) for the Project as described in this Section.

4.4.1. Field Exploration:

4.4.1.1. The Professional shall determine the required boring locations on the Project Site. The Professional shall provide a Project Site boring location map that shows the exploratory borings within the vicinity of the proposed improvements and along the proposed water main alignments.

4.4.1.2. The Professional shall coordinate with NBU, CoNB, and Texas 811 regarding underground utilities within the vicinity of the planned boring locations prior to commencement of the field exploration activities.

4.4.1.3. The Professional shall drill exploratory borings for the proposed improvements according to the schedule provided below:

4.4.1.3.1. twelve (12) borings to a maximum depth of thirty (30) feet below existing grade.

4.4.1.4. The borings conducted on the Project Site shall be advanced using standard rotary drilling equipment with continuous-flight augers or rotary wash methods. Subsurface samples shall be collected using a 2-inch diameter split-spoon sampler in conjunction with the standard penetration test (“SPT”). Intermittent 3-inch diameter Shelby tube samples shall be collected in between the SPTs.

4.4.1.5. The Professional shall record groundwater observations within the borings at the time of drilling and at the completion of drilling and sampling.

4.4.1.6. The Professional shall backfill borings with auger cuttings upon completion of drilling and sampling.

4.4.1.7. The Professional shall patch borings drilled through pavement with like material (asphalt, concrete) upon completion of backfilling.

4.4.1.8. The Professional shall use personnel experienced in logging borings,

directing the drilling, and handling and transporting the samples. The Professional shall provide visual classification of the subsurface stratigraphy in general accordance with the American Society for Testing and Materials standard number D2488 and the Unified Soil Classification System during drilling and sampling.

- 4.4.2. The Professional shall provide laboratory testing to include the following:
- 4.4.2.1. testing on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials; and
  - 4.4.2.2. laboratory tests assigned for the specific subsurface materials encountered during exploration on the Project Site, but which are expected to include the following number and type of tests:
    - 4.4.2.2.1. Atterberg limits tests (up to 36 tests);
    - 4.4.2.2.2. percent passing the #200 sieve (up to 28 tests);
    - 4.4.2.2.3. sieve analysis (gradation) tests (up to 8 tests);
    - 4.4.2.2.4. moisture content tests (up to 108 tests); and
    - 4.4.2.2.5. unconfined compressive strength tests with unit weights (up to 12 tests).
- 4.4.3. The Professional shall prepare a GDR that includes the following information and recommendations, as applicable:
- 4.4.3.1. a summary of the field and laboratory sampling and testing program;
  - 4.4.3.2. boring logs and laboratory testing results;
  - 4.4.3.3. a review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered;
  - 4.4.3.4. general discussion of expected construction-related issues; and
  - 4.4.3.5. earthwork-related recommendations for use during development of plans and specifications.
- 4.4.4. The Professional shall provide the final GDR electronically as a 100% design deliverable with the specifications.

#### 4.5. ENVIRONMENTAL AND CULTURAL INVESTIGATION.



- 4.5.1. The Professional shall identify field delineation of Waters of the U.S. and wetlands utilizing global positioning system (“GPS”) equipment. After completing the desktop analysis to identify areas that could contain jurisdictional waters and wetlands, the Professional will provide the information to NBU electronically via PDF.
- 4.5.2. The Professional shall provide a pedestrian survey to NBU to identify potential habitat for federally-listed threatened and endangered species, including potential karst habitat identification.
- 4.5.3. The Professional shall perform a desktop review that identifies areas that would potentially require archeological pedestrian surveys and/or historical reconnaissance field surveys. An archeological pedestrian survey will be considered supplemental services, subject to documentation by the Professional and NBU in a supplemental services authorization or amendment.
- 4.5.4. The Professional shall identify permits, clearances, and additional required actions. The Professional shall provide this information to NBU in an environmental permitting memo stating permitting recommendations for the Project.
- 4.6. DELIVERABLES. The Professional shall provide the following deliverables to NBU within the timeframe described in Table 1 for the 100% final design phase:
  - 4.6.1. ROE list of property owners (electronic submission). The list shall be updated and managed by the Professional as ROE is granted and services are completed;
  - 4.6.2. signed and sealed metes and bounds (electronic submission);
  - 4.6.3. GDR (electronic submission with 100% design specifications);
  - 4.6.4. environmental permitting memo that documents Waters of the U.S. impacts, endangered species habitat impacts, and hazardous materials impacts and states permitting recommendations (electronic submission); and
  - 4.6.5. cultural resources report conforming to the THC and Council of Texas Archeologist reporting standards.

#### **Task 5. Permitting & Stakeholders**

- 5. The Professional shall coordinate with the following stakeholders/agencies as described in this Section.

- 5.1. TEXAS HISTORICAL COMMISSION. The Professional shall prepare and provide a coordination letter and desktop review to the THC and to coordinate areas that would potentially require archeological pedestrian surveys and/or historical reconnaissance field surveys.
- 5.2. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (“TCEQ”). The Professional shall prepare and submit permit applications to TCEQ for approval of all design documents. The permit applications include the following:
- 5.2.1. variance letter, if required;
  - 5.2.2. notification letter for sewer plans; and
  - 5.2.3. approval letter for water lines.
- 5.3. CITY OF NEW BRAUNFELS. The Professional shall prepare and submit permit applications to the CoNB to obtain permits for:
- 5.3.1. public infrastructure permit, including flood plain if applicable.
- 5.4. TEXAS DEPARTMENT OF TRANSPORTATION (“TxDOT”). The Professional shall prepare and submit a permit application for all work within TxDOT ROW.
- 5.5. EASEMENT ACQUISITION COORDINATION. The Professional shall coordinate and provide support to NBU and/or NBU’s hired consultant in connection with NBU’s acquisition of easements relating to the Project. The Professional shall provide the following easement acquisition coordination support services:
- 5.5.1. attend up to one (1) meeting per easement with NBU, the hired consultant and/or the property owner; and
  - 5.5.2. review draft and final easement documents for up to sixteen (16) parcels.
- 5.6. DELIVERABLES. The Professional shall deliver the following:
- 5.6.1. TCEQ permit(s)/ approval(s) described in Section 5.2 - one (1) PDF electronic copy of each;
  - 5.6.2. CoNB permit described in Section 5.3 - one (1) PDF electronic copy; and
  - 5.6.3. TxDOT described in Section 5.4 - one (1) PDF electronic copy.

#### **Task 6. Bid Phase Services**

6. Upon completion of the final design, the Professional shall proceed with the bid phase services described in this Section.

- 6.1. **PREBID CONFERENCE.** The Professional shall attend a joint pre-bid conference to be administered by the CoNB. The Professional shall assist the NBU Project Manager with preparation of the agenda, provide a meeting summary, and coordinate conference responses. The Professional shall provide the NBU Project Manager written responses to issues identified at the pre-bid conference and shall be in the form of addenda issued after the conference and prior to bid opening.
- 6.2. **INTERPRET BID DOCUMENTS.** The Professional shall assist NBU with responding to questions and interpreting bid documents and prepare addenda to the bid documents if necessary.
- 6.3. **BID EVALUATION.** The Professional shall attend a bid-opening conference administered by CoNB. The Professional shall assist NBU in the analysis of the bids received for the Project including researching contractor qualifications and references. The Professional shall recommend award of a contract or other actions as appropriate to be taken by NBU in the form of a letter of recommendation.
- 6.4. **CONFORMED CONSTRUCTION DOCUMENTS.** The Professional shall conform the construction documents by incorporating all addenda items into the plans and specifications.
- 6.5. **DELIVERABLES.** The Professional shall deliver the following:
- 6.5.1. up to four (4) addenda between advertisement and bid opening - one (1) PDF electronic copy of each addenda to NBU and bidders;
  - 6.5.2. a letter of recommendation provided within (14) days after the bid opening - one (1) PDF electronic copy to NBU; and
  - 6.5.3. conformed construction documents provided prior to construction NTP - one (1) PDF electronic copy to NBU.

### **Task 7. Construction Phase Services**

7. Upon completion of the bid phase services, the Professional shall proceed with construction phase administration services. The Professional shall provide general construction contract administration services as described in this Section.
- 7.1. **MEETINGS AND SITE VISITS.** The Professional shall provide the following services for meetings and site visits:

- 7.1.1. assist NBU in conducting a pre-construction conference with the construction contractor and prepare agenda one (1) day prior to meetings, and prepare and provide NBU with meeting notes, and coordinate conference responses with NBU within one (1) week after the meeting;
  - 7.1.2. attend up to a total of eighteen (18) monthly construction progress meetings. The Professional shall prepare agenda one (1) day prior to meetings, record, and distribute meeting minutes to NBU and the contractor within one (1) week after the meeting;
  - 7.1.3. attend up to a total of eighteen (18) monthly site visits during construction of the Project to observe the progress and the quality of work and to determine if the work is proceeding in accordance with the contract documents. The Professional shall prepare and provide NBU with electronic observation reports for each site visit within seven (7) days after each site visit and notify NBU of any non-conforming work performed by the contractor, observed on the site visits;
  - 7.1.4. conduct, with NBU's representatives, two (2) substantial completion inspections and punch list reviews of the Project for conformance with the design concept of the Project and compliance with the construction contract documents. The Professional shall prepare a list of deficiencies to be corrected by the contractors before recommendation of final payment; and
  - 7.1.5. conduct one (1) final completion inspection of the Project for conformance with the design concept of the Project and compliance with the construction contract documents within thirty (30) days after final completion of construction. The Professional shall prepare final completion reports and make recommendation of final payment.
- 7.2. SUBMITTAL MANAGEMENT. The Professional shall use FNiManager, a document management system for construction documents. The Professional shall monitor the processing of contractor's submittals (shop drawings, requests for information, schedules, certified test reports, etc.), provide for filing and retrieval of Project documentation, and verify that the contractor is sending and processing submittals in accordance with the schedules. The Professional shall produce monthly reports and submit documentation reasonably satisfactory to NBU indicating the status of all submittals in the review process.

- 7.2.1. SUBMITTAL REVIEW. The Professional shall review all contractor submittals for compliance with the design concepts to include the following:
- 7.2.1.1. shop drawings (up to fifty (50), including resubmittals);
  - 7.2.1.2. record data (up to five (5));
  - 7.2.1.3. requests for information (up to thirty (30));
  - 7.2.1.4. schedules (up to eighteen (18));
  - 7.2.1.5. certified test reports (up to ten (10)); and
  - 7.2.1.6. miscellaneous submittals (up to five (5)).
- 7.3. CHANGE ORDERS. The Professional shall manage the field/change order documents, requests for proposals, and contractor claim process for the Project as described in this Section.
- 7.3.1. The Professional shall establish procedures and document construction changes required to implement modifications to the Project.
  - 7.3.2. The Professional shall process contract modifications and negotiate with the contractor at NBU's direction to determine the cost and time impacts of these changes.
  - 7.3.3. The Professional shall prepare field/change order documentation for up to five (5) field orders for minor alterations and up to five (5) change orders.
  - 7.3.4. The Professional shall evaluate notices of contractor claims and make initial recommendations to NBU on the merit and value of the claim based on information submitted by the contractor or available Project documentation. The Professional shall negotiate a settlement value with the contractor at NBU's direction.
- 7.4. INTERPRET DRAWINGS AND SPECIFICATIONS. The Professional shall interpret the drawings and specifications for NBU and the contractor during the course of construction per the schedule assumed herein.
- 7.5. PAY ESTIMATES. The Professional shall review and comment on monthly and final estimates for payment to the contractor pursuant to the general conditions of the construction contract during the course of the construction project per the schedule assumed herein. The Professional and NBU anticipate eighteen (18) monthly and one (1) final payment estimate.
- 7.6. CLOSE-OUT DOCUMENTS

- 7.6.1. RECORD DRAWINGS. The Professional shall prepare the record drawings based on the revised redline construction drawings and information furnished by the construction contractor reflecting changes in the Project made during construction. The Professional shall prepare one (1) set of record drawings at the completion of the Project and submit the record drawings to the NBU Project Manager via email within sixty (60) days of receipt of contractor's record drawing set.
- 7.6.2. ADDITION AND RETIREMENT SHEETS. The Professional shall prepare individual addition and retirement sheets for each piece of above-ground equipment, and one sheet each for below-ground water and/or wastewater piping. The Professional shall provide the addition and retirement sheets within thirty (30) days after substantial completion by the contractor. Information on each sheet includes, but is not limited to, the following:
- 7.6.2.1. equipment identification;
  - 7.6.2.2. location;
  - 7.6.2.3. network structure;
  - 7.6.2.4. warranty date;
  - 7.6.2.5. manufacturer;
  - 7.6.2.6. model;
  - 7.6.2.7. serial number;
  - 7.6.2.8. rated flow (if applicable);
  - 7.6.2.9. diameter (if applicable); and
  - 7.6.2.10. linear feet and/or number of units.
- 7.7. DELIVERABLES. The Professional shall provide the following deliverables to NBU:
- 7.7.1. one (1) Project Site visit memo per Project Site visit, which must be submitted (i) in PDF format; (ii) on FNI Manager; and (iii) no later than three (3) days after each site visit;
  - 7.7.2. responses to contractor submittals, requests for information, and other documents within fourteen (14) days of receipt;
  - 7.7.3. one (1) PDF electronic copy and one (1) georeferenced .dwg file of record drawings in accordance with NBU standards, with features adjusted to the location of GPS



points collected in the field by the contractor and provided to NBU within sixty (60) days of receipt of record drawings and GPS data from the contractor; and

- 7.7.4. one (1) PDF electronic copy of addition and retirement sheets as described in Section 7.6.2 within thirty (30) days of substantial completion.

### **SUPPLEMENTAL SERVICES**

Pursuant to Section 4(B) of this Agreement, the Professional shall seek prior written approval from NBU before commencing work on any Supplemental Services described in this Section. If NBU requests the Professional to perform the Supplemental Services, NBU and the Professional shall execute a supplemental services agreement or contract amendment, as appropriate, detailing the Supplemental Services to be performed and the completion date. The Supplemental Services shall only include Project specific professional engineering services contemplated by Chapter 2254 of the Texas Government Code. The Professional acknowledges the contract duration will not increase as result of engaging the Supplemental Services unless noted in the supplemental services agreement or contract amendment, as appropriate.

### **TIME OF COMPLETION**

The Professional is authorized to commence work on the Services upon execution of this Agreement and agrees to complete these Services in accordance with the schedule in Table 1.

Table 1

<b>Project Milestones</b>	<b>Start Date</b>	<b>End Date</b>
Notice to Proceed	1/7/25	N/A
30% Preliminary Design Phase	1/7/25	6/25/25
60% Design Phase	6/26/25	11/25/25
90% Design Phase	11/26/25	2/9/26
100% Final Design Phase	2/10/26	3/10/26
Permitting Phase	2/10/26	5/9/26
Bid Phase	6/26/26	9/11/26
Construction Phase	9/28/26	9/27/27

## Exhibit B

### Compensation

NBU agrees to pay the Professional for the Services and the Supplemental Services rendered under this Agreement in accordance with the tables below and made part of this Agreement.

#### Services

NBU agrees to pay the Professional for the Services during the term of this Agreement in an amount not to exceed \$1,199,793.90 as further described in the table below and made a part of this Agreement.

Task	Cost
Task 1: Project Management	\$95,520.00
Task 2: Preliminary Engineering Phase	\$194,445.00
Task 3: Final Design Phase	\$412,642.50
Task 4: Field Services	\$199,471.40
Task 5: Permitting & Stakeholders	\$47,980.00
Task 6: Bid Phase Services	\$28,220.00
Task 7: Construction Phase Services	\$221,515.00
<b>Total</b>	<b>\$1,199,793.90</b>

#### Supplemental Services

NBU shall pay the Professional for the Supplemental Services performed throughout the term of this Agreement in an amount not to exceed \$140,000; provided, however, that NBU must provide written approval in the form of a supplemental services agreement or contract amendment, as appropriate, prior to the Professional performing the Supplemental Services.



**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:** Adam Willard, P.E.      **Reviewed by:** Michael Short, P.E.  
 Chief Engineer of Water      Director of Water Services and  
 Systems      Compliance

**Submitted by:** Mark Steelman      **Approved by:** Ryan Kelso  
 Chief Operations Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Authorize the CEO or His Designee to Negotiate and Execute a Construction Contract with E-Z Bel Construction, LLC, for the Construction of the Landa Street and Elm Street Water Line Improvements Project

## **BACKGROUND**

On August 13, 2024, New Braunfels Utilities (“NBU”) issued a request for bids for the Landa & Elm Street Water Line Improvements Project, which includes approximately 535 linear feet (LF) of new 12-inch water main installed by open cut to connect two existing water lines, including all appurtenances, starting at the entrance to Wurstfest on Landa Street and approximately 8 LF of new 4-inch water line to connect the existing 4-inch line to the existing 8-inch line on Elm Street (the “Project”). The Project will replace water lines identified as aging infrastructure in need of replacement by Water Operations.

On September 12, 2024, NBU received three (3) bids for the Project during the public bidding process. The project team evaluated the bids and recommends the selection of E-Z Bel Construction, LLC (“E-Z Bel”) for the Project. E-Z Bel was selected as the respondent who provides the best value to NBU based on the selection criteria, the weighted value for those criteria, and the ranking evaluation, including their cost of work, proposed schedule, past performance on similar projects, overall qualifications, available resources, corporate history, and references. E-Z Bel’s proposal includes a base bid of \$499,911.05, which was the lowest base bid out of the three (3) respondents.

NBU staff requests that the Board of Trustees approve the Construction Contract Agreement (the “Contract”) with E-Z Bel for the Project.

This item is being presented to the Board because the total amount of this contract exceeds \$250,000.

## FINANCIAL IMPACT

---

The total financial impact of the Contract with E-Z Bel for the Project is \$499,911.05. The Project is budgeted within the Fiscal Year 2025 NBU Board-approved Capital Improvements Projects Budget. Anticipating the need for project change orders, a contract contingency of \$25,000, which is approximately 5% of the total contract amount, will be added to the project construction budget. The total contract amount plus contingency is \$524,911.05.

## LINK TO STRATEGIC PLAN

---

### Infrastructure and Technology

## EXHIBITS

---

1. Construction Contract with E-Z Bel
2. Bid Tab – (RFB 25-004)

Bid Tab	
<b><i>Bidder</i></b>	<b><i>Total Cost</i></b>
E-Z Bel Construction, LLC	\$499,911
Rangeline Utility Services, LLC	\$648,373
Spiess Construction Co., Inc	\$793,575

3. Bid Evaluation Matrix – Competitive Sealed Proposal (RFB 25-004)

Bid Evaluation Matrix				
Item	Criteria	E-Z Bel Construction, LLC	Rangeline Utility Services, LLC	Spiess Construction Co., Inc
1.	Cost of the Work	5	3.86	3.15
2.	Proposed Schedule / Contract Time	3.67	0	0
3.	Qualifications and Past Performance on Similar Projects	3.33	0	0
4.	References	3	0	0
	Total Score	15	3.86	3.15

**THIS AGREEMENT** (the “Agreement” or the “Contract”) is between **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), and **E-Z BEL CONSTRUCTION, LLC**, a Texas limited liability company (the “Contractor”).

NBU and the Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

**1.01** The Contractor shall complete all Work as specified or indicated in the Contract Documents as listed below:

- Contract Agreement and the related Exhibits;**
- Standard General Conditions of the Contract;**
- Special Conditions;**
- Technical Specifications;**
- Payment Bond;**
- Performance Bond;**
- Design Drawings for New Braunfels Utilities Landa Street and Elm Street Water Line Improvements produced by Freese and Nichols, Inc. dated July 29, 2024, and revised as to Sheet C-1 only, as reflected in Article 3 of 00 91 00 Addendum Number 1, issued August 26, 2024 in connection with Project NBU22825; and**
- Project Manual Technical Specifications for Construction of Landa Street and Elm Street Water Line Improvements NBU22825 produced by Freese and Nichols, Inc. dated July 29, 2024, as reflected in Article 2 of 00 91 00 Addendum Number 1, issued August 26, 2024 in connection with Project NBU22825.**

**1.02** The Work is generally described as follows:

**The Project includes the following items within its scope: (i) construction of approximately 600 linear feet (“LF”) of 4-inch, 8-inch, and 12-inch water line by open cut along Landa Street and where Elm Street intersects with Hill Avenue; (ii) abandonment and removal of the existing water line; (iii) preparation of right-of-way; (iv) traffic control; (v) site restoration; (vi) storm water pollution prevention; and (vii) all other appurtenances necessary to complete the Project.**

**ARTICLE 2 - THE PROJECT**

**2.01** The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Landa Street and Elm Street Water Line Improvements**

**ARTICLE 3 - ENGINEER**

**3.01** The Project has been designed by:

**Erin Mills, P.E.**  
**Freese and Nichols, Inc.**  
**9601 Mcallister Fwy Ste 1008**  
**San Antonio, TX 78216**  
**(210) 298-3800**

(the “Engineer”), who is to act as NBU’s representative, assume all duties and responsibilities, and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

**4.01**    *Time of the Essence*

A. Time limits stated in the Contract Documents are of the essence of the Contract. In all aspects of the Work, including any time limits for Milestones, Substantial Completion, and Final Completion, time is of the essence of the Contract. Additionally, time limits stated in the Project Schedule are of the essence. By executing this Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**4.02**    *Days to Achieve Initial Milestone, Substantial Completion and Final Payment*

- A. The Initial Milestone shall be completed within **one hundred (100) calendar days from the Notice to Proceed date**. “Initial Milestone” is defined as the completion of the following with respect to the 120 Landa Street location (Design Plan Sheet C-1): (i) installation, testing, and acceptance of the waterline and appurtenances; and (ii) restoration of asphalt, concrete, and grass areas.
- B. The Work shall be substantially complete within **one hundred and forty (140) calendar days from the Notice to Proceed date** and ready for final payment in accordance with Section 14.07 of the General Conditions within 30 calendar days after the substantially complete date.

**4.03**    *Liquidated Damages*

A. The Contractor and NBU recognize that time is of the essence of this Agreement and that NBU will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by NBU if the Work is not completed on time. Accordingly, instead of requiring any such proof, NBU and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to NBU the sums set out in this Section 4.03. The Contractor shall pay to NBU **One Thousand Seventy-Eight Dollars (\$1,078)** per calendar day for each day that expires after the time specified in Paragraph 4.02 for the Initial Milestone completion date until the Initial Milestone work is complete. The Contractor shall pay to NBU **One Thousand Seventy-Eight Dollars (\$1,078)** per calendar day for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by NBU, the Contractor shall pay to NBU **One Thousand Seventy-Eight Dollars (\$1,078)** per calendar day for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**4.04**    *Special Damages*

A. In addition to the amount provided for in liquidated damages, the Contractor shall reimburse NBU (1) for any fines or penalties imposed on NBU as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by NBU for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, the Contractor shall reimburse NBU for the actual costs reasonably incurred by NBU for engineering, construction observation, inspection, and administrative



services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

**5.01** NBU shall pay the Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in the Contractor's Bid Form, attached hereto as Exhibit B.

**ARTICLE 6 - PAYMENT PROCEDURES**

**6.01** *Submittal and Processing of Payments*

- A. The Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Engineer as provided in the General Conditions.

**6.02** *Progress Payments; Retainage*

- A. NBU shall make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment within 30 days of NBU's acceptance of the payment application:

- 1. Prior to Substantial Completion, NBU shall make progress payments in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the Engineer may determine or NBU may withhold, including but not limited to liquidated damages, in accordance with Section 14.02 of the General Conditions:
  - a. 95% (percent) of Work completed; and
  - b. 95% (percent) of cost of materials and equipment not incorporated in the Work.

**6.03** *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Section 14.07 of the General Conditions, NBU shall pay the remainder of the Contract Price, including any retainage held, as recommended by the Engineer as provided in said Section 14.07 of the General Conditions.

**ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS**

**7.01** To induce NBU to enter into this Agreement, the Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. The Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. The Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. The Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site that may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including any specific means,

methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- E. The Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. The Contractor is aware of the general nature of work to be performed by NBU and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. The Contractor has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable to the Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 8 - MISCELLANEOUS**

**8.01** *Terms*

- A. Terms used in this Agreement will have the meanings stated in the Standard General Conditions of the Contract.

**8.02** *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, money that may become due and money that is 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, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Should an assignment occur, the terms of this provision survive and control any further assignment by an assignee.

**8.03** *Successors and Assigns*

- A. NBU and the 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 to all covenants, agreements, and obligations contained in the Contract Documents.

**8.04** *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon NBU and the Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**8.05** *Governing Law*

- A. The Contract shall be governed by the law of the State of Texas without regard to its conflict of law principles.

**8.06** *Venue*

- A. This Agreement is entered into and performed in Comal County, Texas, and the Contractor and NBU agree that exclusive and mandatory venue for any legal action related to this Agreement shall be in the District Courts of Comal County, Texas.

**8.07 Prohibition on Contracts with Companies Boycotting Israel**

- A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. The foregoing verification is made solely to comply with Chapter 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “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. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**8.08 Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited**

- A. The Contractor represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

- B. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law and excludes the Contractor and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**8.09 Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia**

- A. If the Contractor is granted direct or remote access to or control of critical infrastructure in the State of Texas under this Agreement, the Contractor represents the following:
  - 1. it is not owned by or the majority of stock or other ownership interest in the Contractor is not held or controlled by:
    - a. individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code, as amended (“designated country”); or

b. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or

2. it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

B. The foregoing representation is made solely to comply with Chapter 2275 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. “Affiliate,” with respect to a company entering into an agreement in which the critical infrastructure is electric grid equipment, has the meaning assigned by the protocols of the independent organization certified under Section 39.151, Utilities Code, for the ERCOT power region.

**8.10** *Prohibition on Contracts with Companies Boycotting Energy Companies*

A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2276 of the Texas Government Code, as amended.

B. The foregoing verification is made solely to comply with Section 2276.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “boycott energy companies” has the meaning used in Section 809.001 of the Texas Government Code, as amended. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**8.11** *Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries*

A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.

B. The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**8.12** *Texas Public Information Act*

A. The Contractor recognizes that this Project is publicly owned, and NBU is subject to the disclosure requirements of the Texas Public Information Act (the “PIA”). As part of its obligations within the Contract Documents, the Contractor agrees, at no additional cost to NBU, to cooperate with NBU for any particular needs or obligations arising out of NBU’s obligations under the PIA. This acknowledgment and obligation are in addition to and complementary to NBU’s audit rights.

B. This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU in a fiscal year of NBU.

C. The Contractor must

1. preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to NBU for the duration of the Agreement;
2. promptly provide to NBU any contracting information related to the Agreement that is in the custody or possession of the Contractor on request of NBU; and
3. on completion of the Agreement, either:
  - a. provide at no cost to NBU all contracting information related to the Agreement that is in the custody or possession of the Contractor; or
  - b. preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to NBU.

D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that the Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**8.13 *Electronic Signatures***

A. Pursuant to Chapter 322 of the Texas Business and Commerce Code, as amended, the parties agree to the use of electronic signatures herein and that the use of an electronic signature, whether digital or encrypted, is intended to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Each party further agrees that if it agrees to conduct a transaction by electronic means in this Agreement, it may refuse to conduct other transactions by electronic means and that such right may not be waived by this Agreement.

**ARTICLE 9 - INSURANCE**

**9.01 *Evidence of the Contractor's Insurance***

A. Before any Work at the Site may commence, Contractor shall deliver to NBU the certificates of insurance and policy endorsements pages for all insurance policies required to be provided by the Contractor in accordance with the Insurance Rider that is Exhibit A to this Agreement.

**Exhibit A – Insurance Rider**

**Exhibit B – Contractor's Bid Form**

**Bidding Requirements, Contracts Forms & Conditions of the Contract**  
**CONTRACT AGREEMENT**

Item 12.

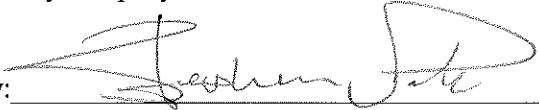
IN WITNESS WHEREOF, NBU and the Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to NBU and the Contractor. All portions of the Contract Documents have been signed or identified by NBU and the Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

NBU:  
NEW BRAUNFELS UTILITIES, a Texas  
municipally owned utility

CONTRACTOR:  
E-Z BEL CONSTRUCTION, LLC, a Texas limited  
liability company

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

By: 

Printed Name: Ryan Kelso

Printed Name: Stephen J. [unclear]

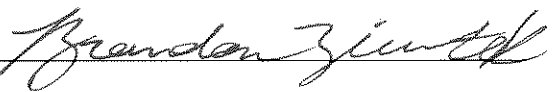
Title: Chief Executive Officer

Title: CEO

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: 

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

Title: JR. Estimator

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

203 Recoleta Road  
San Antonio, TX 78216  
\_\_\_\_\_

(If NBU is a corporation, attached evidence of authority to sign. If NBU is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of NBU-Contractor Agreement.)

License No.: \_\_\_\_\_  
(Where Applicable)

Agent for service or process:

\_\_\_\_\_  
(If the Contractor is a corporation or a partnership, attach evidence or authority to sign.)

**END OF DOCUMENT**



**Exhibit A to Contract Agreement**  
**Owner's Insurance Requirements of Contractor**

**1. Specific Insurance Requirements**

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ \$1,000,000 Per Occurrence</li> <li>▪ \$2,000,000 General Aggregate</li> <li>▪ \$2,000,000 Products/Completed Operations Aggregate</li> <li>▪ \$1,000,000 Personal And Advertising Injury</li> <li>▪ Designated Construction Project(s) General Aggregate Limit</li> </ul>	<ul style="list-style-type: none"> <li>▪ Current ISO edition of CG 00 01</li> <li>▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10101 or an equivalent.</li> <li>▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing.</li> <li>▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state.</li> <li>▪ The following exclusions/limitations (or their equivalent(s), are prohibited:               <ul style="list-style-type: none"> <li>○ Contractual Liability Limitation CG 21 39</li> <li>○ Amendment of Insured Contract Definition CG 24 26</li> <li>○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95</li> <li>○ Any Classification limitation</li> <li>○ Any Construction Defect Completed Operations exclusion</li> <li>○ Any endorsement modifying the Employer's Liability exclusion or deleting exception to it</li> <li>○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage</li> <li>○ Any Habitational or Residential exclusion applicable to the Work</li> <li>○ Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured</li> <li>○ Any Punitive, Exemplary or Multiplied Damages exclusion</li> <li>○ Any Subsidence exclusion</li> </ul> </li> </ul>

Business Auto Liability	<p>Amount of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ \$1,000,000 Combined Single Limit</li> </ul>	<ul style="list-style-type: none"> <li>▪ Current ISO edition of CA 00 01</li> <li>▪ Arising out of any auto (Symbol 1), including owned, hired and non-owned</li> </ul>
Workers' Compensation and Employer's Liability	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ Statutory Limits</li> <li>▪ \$1,000,000 Each Accident and Disease</li> <li>▪ Alternate Employer endorsement</li> </ul>	<ul style="list-style-type: none"> <li>▪ The State in which work is to be performed must listed under Item 3.A. on the Information Page</li> <li>▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.</li> <li>▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.</li> </ul>
Excess Liability (Occurrence Basis)	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ \$5,000,000 Each Occurrence</li> </ul>	<ul style="list-style-type: none"> <li>▪ Coverage shall "follow form" over underlying policies listed herein.</li> </ul>
Professional Liability	<p><del>Amounts of coverage shall be no less than:</del></p> <ul style="list-style-type: none"> <li><del>▪ \$1,000,000 Each Claim</del></li> <li><del>▪ \$2,000,000 Annual Aggregate</del></li> <li><del>▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Claim.</del></li> <li><del>▪ Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement, including but not limited to design or design/build services.</del></li> <li><del>▪ Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement.</del></li> </ul>	<ul style="list-style-type: none"> <li><del>▪ Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement.</del></li> <li><del>▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</del> <ul style="list-style-type: none"> <li><del>○ bodily injury or property damage where coverage is provided on behalf of design professionals or design/build contractors</del></li> <li><del>○ habitational or residential operations</del></li> <li><del>○ mold and/or microbial matter and/or fungus and/or biological substance</del></li> </ul> </li> <li><del>▪ Any retroactive date must be effective prior to beginning of services for the Owner.</del></li> <li><del>▪ Policies written on a Claims-Made basis shall have an extended reporting period of at least two years beyond termination of the Agreement. Contractor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date.</del></li> </ul>

<p>Contractors Pollution Liability</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> <li>▪ <del>\$1,000,000 Each Claim</del></li> <li>▪ <del>If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Claim.</del></li> <li>▪ <del>The policy must provide coverage for:</del> <ul style="list-style-type: none"> <li>○ <del>the full scope of the named insured's operations (on-going and completed) as described within the scope of work for this Agreement</del></li> <li>○ <del>loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall</del></li> <li>○ <del>third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations;</del></li> <li>○ <del>diminution of value and Natural Resources damages</del></li> <li>○ <del>contractual liability</del></li> <li>○ <del>claims arising from non-owned disposal sites utilized in the performance of this Agreement.</del></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ <del>The policy must insure contractual liability; name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured.</del></li> <li>▪ <del>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</del> <ul style="list-style-type: none"> <li>○ <del>Insured vs. insured actions. However exclusion for claims made between insured within the same economic family are acceptable.</del></li> <li>○ <del>impaired property that has not been physically injured</del></li> <li>○ <del>materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval.</del></li> <li>○ <del>property damage to the work performed by the contractor</del></li> <li>○ <del>faulty workmanship as it relates to clean up costs</del></li> <li>○ <del>work performed by subcontractors</del></li> </ul> </li> <li>▪ <del>If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work.</del></li> <li>▪ <del>The policy will offer an extended discovery or extended reporting clause of at least three (3) years.</del></li> <li>▪ <del>Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.</del></li> </ul>
<p>Builders Risk</p>	<ul style="list-style-type: none"> <li>▪ <del>Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence.</del></li> <li>▪ <del>Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed value basis, and</del></li> </ul>	<ul style="list-style-type: none"> <li>▪ <del>Insureds shall include Owner Parties, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds.</del></li> <li>▪ <del>Such insurance shall cover:</del> <ul style="list-style-type: none"> <li>○ <del>all structure(s) under construction, including retaining walls, paved surfaces</del></li> </ul> </li> </ul>

<p>shall be primary to any other insurance coverage available to the named insured parties, with that other insurance being excess, secondary and non-contributing.</p> <p><del>• The policy must provide coverage for:</del></p> <ul style="list-style-type: none"> <li><del>○ Agreed Value</del> Included</li> <li><del>○ Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse</del> \$1,000,000</li> <li><del>○ Debris removal additional limit</del> \$5,000,000</li> <li><del>○ Earthquake and Earthquake Sprinkler Leakage</del> \$5,000,000 Included Included</li> <li><del>○ Flood</del></li> <li><del>○ Freezing</del> \$1,000,000</li> <li><del>○ Mechanical breakdown including hot &amp; cold testing</del> \$25,000 Included</li> <li><del>○ Ordinance or law</del> Included</li> <li><del>○ Pollutant clean up and removal</del> \$10,000</li> <li><del>○ Preservation of property</del></li> <li><del>○ Theft</del> 2% subject to \$50,000 minimum</li> <li><del>• Deductible shall not exceed</del></li> <li><del>○ All Risks of Direct Damage, Per Occurrence, except</del> \$100,000</li> <li><del>○ Named Storm</del> \$100,000</li> <li><del>○ Earthquake and Earthquake Sprinkler Leakage, Per Occurrence</del></li> <li><del>○ Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V</del></li> </ul>	<p>and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling;</p> <ul style="list-style-type: none"> <li><del>○ all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site;</del></li> <li><del>○ all property including materials and supplies on site for installation;</del></li> <li><del>○ all property including materials and supplies at other locations but intended for use at the site;</del></li> <li><del>○ all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and</del></li> <li><del>○ other Work at the site identified in the Agreement to which this Exhibit is attached.</del></li> <li><del>• No protective safeguard warranty shall be permitted.</del></li> <li><del>• The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed. This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of:</del> <ul style="list-style-type: none"> <li><del>○ the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated;</del></li> <li><del>○ occupancy, in whole or in part;</del></li> <li><del>○ the date on which release of substantial completion is executed; or</del></li> <li><del>○ the date on which the insurable interests of Contractor in the Covered Property has ceased.</del></li> </ul> </li> <li><del>• A waiver of subrogation provision shall be provided in favor of all insureds listed above.</del></li> </ul>
--	--

**2. General Insurance Requirements**

**A. Definitions. For purposes of this Agreement:**

- i. "ISO" means Insurance Services Office.
- ii. "Contractor" shall include the Builder and its subcontractors of any tier.
- iii. "Owner Parties" means (a) New Braunfels Utilities (collectively referred to as "Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Contract Documents.

**B. Policies.**

- i. Contractor shall maintain such Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall maintain such General Liability insurance in identical coverage, form and amount, including required endorsements, for at least ten (10) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.
- ii. All policies must:
  - a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
  - b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
  - c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
  - d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- iv. The Owner shall have the right to prohibit the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

**C. Limits, Deductibles and Retentions**

- i. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk.

**D. Evidence of Insurance.**

The Contractor shall furnish evidence of insurance to NBU that confirms all required insurance policies are in full force and effect. Evidence of insurance shall be in a form acceptable to NBU.

Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
- iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
- iv. ACORD Forms specify:
  - a. Owner as certificate holder at Owner's mailing address;
  - b. Insured's name, which must match that on this Agreement;
  - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
  - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
  - e. Additional Insured status in favor of Owner Parties;

- f. Amount of any deductible or self-insured retention in excess of \$25,000;
  - g. Designated Construction Project(s) General Aggregate Limit;
  - h. Primary and non-contributory status;
  - i. Waivers of subrogation; and
  - j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- v. Copies of the following shall also be provided:
- a. General Liability Additional insured endorsement(s);
  - b. General Liability Schedule of Forms and Endorsements page(s); and
  - c. 30 Day Notice of Cancellation endorsement applicable to all required policies.

**E. Contractor Insurance Representations to Owner Parties**

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance and offset all costs and expenses from the Contract Sum. Owner's exercise of this right shall not relieve or excuse Contractor from the obligation to obtain and maintain such insurance amounts and coverages.
- iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Contract Agreement.

**F. Insurance Requirements of Contractor's Subcontractors**

- i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self-insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

**G. Use of the Owners Equipment**

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use.

**H. Release and Waiver**

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required



herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

**Exhibit B to Contract Agreement**  
**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**BID FORM**

New Braunfels Utilities  
 355 FM 306  
 New Braunfels, TX 78130

**PROJECT:** Landa and Elm Street Water Line Improvements

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with New Braunfels Utilities ("NBU") in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all the terms and conditions of the Request for Proposal, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to evaluation and ranking for forty five (45) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other Documents required by the Bidding Requirements within ten (10) days after the date of NBU's Notice of Award.
3. In submitting this bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a) BIDDER has examined copies of all the Bidding Documents and of all addenda.
  - b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
  - c) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface of physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of Work as BIDDER considers necessary for the performance or finishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 4.02 of the Standard General Conditions of the Contract; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
  - d) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumed responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Section 4.04 of the Standard General Conditions of the Contract.
  - e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - f) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable by BIDDER.
  - g) The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over NBU.

**Exhibit B to Contract Agreement**  
**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**BID FORM**

Item 12.

4. BIDDER will complete the Work for the following prices:

**Base Bid**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST, \$	TOTAL, \$
A-01	Mobilization	1	LS	\$20,000.00	\$20,000.00
A-02	Trench Safety Systems	640	LF	\$1.00	\$640.00
A-03	Barricades, Signs, and Traffic Handling	3	MONTH	\$2,000.00	\$6,000.00
A-04	Site Preparation, Clearing, and Grubbing	1	LS	\$10,000.00	\$10,000.00
A-05	Sodding	355	SY	\$9.80	\$3,479.00
A-06	Sidewalk Repair	32	SY	\$190.00	\$6,080.00
A-07	Concrete Driveway Repair	10	SY	\$700.00	\$7,000.00
A-08	Concrete Pavement Repair	12	SY	\$340.00	\$4,080.00
A-09	Asphalt Pavement Repair – NBU Detail	570	SY	\$70.00	\$39,900.00
A-10	Mill and Overlay (2")	610	SY	\$70.00	\$42,700.00
A-11	Curb Replacement	220	LF	\$40.00	\$8,800.00
A-12	Silt Fence	191	LF	\$6.55	\$1,251.05
A-13	Storm Inlet Protection	2	EA	\$185.00	\$370.00
A-14	Concrete Island	89	SY	\$120.00	\$10,680.00
A-15	Remove and Replace Bollard with Chain Fence	100	LF	\$42.00	\$4,200.00

**Exhibit B to Contract Agreement**  
**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**BID FORM**

Item 12.

A-16	Erosion and Sedimentation Control	1	LS	\$1.00	\$1.00
A-17	Abandon Existing Water Lines	585	LF	\$3.00	\$1,755.00
A-18	Concrete Thrust Block	1	EA	\$480.00	\$480.00
A-19	12" Ductile Iron CL350 Piping, includes Trenching and Excavation	535	LF	\$269.00	\$143,915.00
A-20	Ductile Iron Fittings, MJ	2.3	TON	\$5,500.00	\$12,650.00
A-21	12" Resilient Gate Valve	4	EA	\$11,500.00	\$46,000.00
A-22	8" Ductile Iron CL350 Piping, includes Trenching and Excavation	32	LF	\$460.00	\$14,720.00
A-23	6" Ductile Iron CL350 Piping, includes Trenching and Excavation	10	LF	\$280.00	\$2,800.00
A-24	8" and 6" Solid Sleeve Connections	3	EA	\$800.00	\$2,400.00
A-25	Connection to Existing 8" Water Lines	2	EA	\$6,000.00	\$12,000.00
A-26	Connection to Existing 12" Water Lines	3	EA	\$4,500.00	\$13,500.00
A-27	8" Resilient Gate Valve	2	EA	\$7,500.00	\$15,000.00
A-28	6" Resilient Gate Valve	1	EA	\$5,000.00	\$5,000.00
A-29	Service Tap	2	EA	\$1,200.00	\$2,400.00
A-30	Fire Hydrant Assembly	1	EA	\$14,000.00	\$14,000.00
A-31	Remove Existing Fire Hydrant	1	EA	\$600.00	\$600.00
A-32	Remove Existing 6" Valve	1	EA	\$600.00	\$600.00

**Exhibit B to Contract Agreement  
Bidding Requirements, Contract Forms & Conditions of the Contract  
BID FORM**

A-33	4" PVC DR-18 Water Line	60	LF	\$140.00	\$8,400.00
A-34	12" Transition Coupling	1	EA	\$350.00	\$350.00
A-35	Install 2" Copper Service Line	60	LF	\$250.00	\$15,000.00
A-36	Remove and Replace Surface Mounted Delineators	7	EA	\$320.00	\$2,240.00
A-37	4" Transition Coupling	2	EA	\$360.00	\$720.00
A-38	4" Resilient Gate Valve	1	EA	\$5,000.00	\$5,000.00
A-39	Connection to Existing 4" Water Line	2	EA	\$4,500.00	\$9,000.00
A-40	Project Sign (36"x66")	2	EA	\$850.00	\$1,700.00
A-41	TxDOT Message Sign	3	EA	\$1,500.00	\$4,500.00



**TOTAL BASE BID** \$ 499,911.05

5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with Section 14.07 of the Standard General Conditions of the Contract within the Calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages and special damages in the event of failure to complete the Work on time.
6. The following documents are attached to and made a condition of this Bid:
  - a) Required Bid security of five percent (5%) of the Bidder's maximum base bid price and in the form of approved Bid Bond.
  - b) List of BIDDER's primary Subcontractors and Suppliers for the Work. Any changes in the Subcontractor and Supplier list shall require additional approval by OWNER prior to contract execution.
7. Communication concerning this Bid shall be addressed to:
 

New Braunfels Utilities  
 Purchasing Manager  
 355 FM 306  
 New Braunfels, TX 78130  
 Phone: 830-608-8867  
 Email: [Purchasing@NBUTexas.com](mailto:Purchasing@NBUTexas.com)

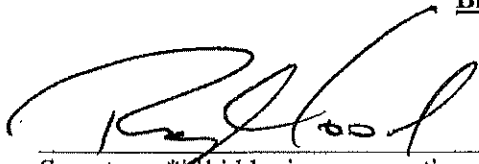
**Exhibit B to Contract Agreement**  
**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**BID FORM**

- 8. The terms used in this Bid that are defined in the Standard General Conditions of the Contract included as part of the Contract Documents have the meanings assigned to them in the Standard General Conditions of the Contract.
- 9. The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated	<u>September 4, 2024</u>	Received	<u>SP</u>
Addendum No. 2 dated	_____	Received	_____
Addendum No. 3 dated	_____	Received	_____

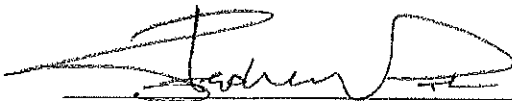


**Exhibit B to Contract Agreement**  
**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**BID FORM**

  
\_\_\_\_\_  
Secretary, \*If bidder is a corporation

\_\_\_\_\_  
E-Z Bel Construction, LLC  
Company Name of Bidder

(Seal)

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
09/12/2024  
Date

\_\_\_\_\_  
Stephen Park  
Printed Name of Authorized Signature

\_\_\_\_\_  
203 Recoleta Road  
\_\_\_\_\_  
San Antonio, TX 78216  
Address

\_\_\_\_\_  
(210) 736-6595  
Telephone Number/Fax Number

Copy of Corporate Resolution and minutes with certificate of officer of bidder as to authority of signatory to bind bidder is to be signed and dated no earlier than one week before bid date, and attached to this document

**END OF DOCUMENT**



**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:** Adam Willard, P.E.      **Reviewed by:** Michael Short, P.E.  
 Chief Engineer of Water      Director of Water Services and  
 Systems      Compliance

**Submitted by:** Mark Steelman      **Approved by:** Ryan Kelso  
 Chief Operations Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Authorize the CEO or His Designee to Negotiate and Execute a Construction Contract with Capital Excavation Company for the Construction of the Goodwin/Conrads Adjustments Project Joint Bid with the City of New Braunfels

## **BACKGROUND**

On September 26, 2017, the Board approved a Memorandum of Understanding (the “MOU”) between the City of New Braunfels (“CONB”) and NBU for various joint bid projects. The MOU specifically approved five (5) projects but also permitted the use of the joint bid process for other projects. The CONB and NBU decided to use the joint bid process for the CONB’s Goodwin Conrads Roadway and Utility Adjustments Project and the NBU Goodwin/Conrads Adjustments Project (collectively, the “Project”), pursuant to the MOU. The NBU Project includes sewer main line adjustments, sewer manhole installations, waterline adjustments, and waterline valve adjustments. The Project will coordinate and resolve conflicts between water and sewer facilities and the CONB’s roadway work in the area.

On October 8, 2024, NBU, along with the CONB, issued a request for bids for the Project. On November 4, 2024, NBU and CONB received two (2) bids for the Project during the public bidding process. The project team evaluated the bids and recommends the selection of Capital Excavation Company (“Cap Ex”) for the Project. Cap Ex was selected as the respondent who provides the best value to NBU and the CONB collectively based on the selection criteria, the weighted value for those criteria, and the ranking evaluation, including their cost of work, proposed schedule, past performance on similar projects, overall qualifications, available resources, corporate history, and references. Cap Ex’s proposal includes a base bid of \$1,983,569.80 for the NBU Project.

Cap Ex was the lowest overall bidder for the Project, but was not the lowest bidder with respect to the NBU Project. Pursuant to the terms of the MOU, NBU is eligible for a reimbursement of \$157,123.83 if the CONB and NBU select Cap Ex as the contractor for the Project.

NBU staff requests that the Board of Trustees approve the Construction Contract Agreement (the “Contract”) with Cap Ex for the Project.

---

This item is being presented to the Board because the total amount of this contract exceeds \$250,000.

## **FINANCIAL IMPACT**

---

The total financial impact of the Contract with Cap Ex for the Project is \$1,983,569.80. The Project is budgeted within the fiscal year 2025 through fiscal year 2026 NBU Board approved Capital Improvements Projects Budget. Anticipating the need for project change orders, a contract contingency of \$200,000.00, which is approximately 10% of the total contract amount, will be added to the Project construction budget. The total contract amount plus contingency is \$2,183,569.80. The total cost to include contingency is over the approved fiscal year 2025 budget. The costs for this Project will be updated within the proposed fiscal year 2026 through fiscal year 2030 Capital Improvements Projects Budget.

## **LINK TO STRATEGIC PLAN**

---

**Customers and Community**

**Infrastructure and Technology**

**Financial Excellence**

**Stewardship**

## **EXHIBITS**

---

1. Construction Contract with Capital Excavation

**THIS AGREEMENT is dated as of the 9<sup>th</sup> day of December of the year 2024 by and between CITY OF NEW BRAUNFELS (the “City”) and NEW BRAUNFELS UTILITIES (“NBU”) (collectively Owners) and Capital Excavation Company (Contractor).**

**Owners and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:**

**ARTICLE 1 - WORK**

**1.01** Contractor shall complete all Work as specified or indicated in the Contract Documents as listed below:

- The Contract Agreement
- Standard General Conditions of the Contract
- Special Specifications and Provisions
- Payment Bond
- Performance Bond
- Warranty Bond (if requested by Owners)
- Plans and Standard Specifications

**ARTICLE 2 - THE PROJECT**

- 2.01 Project Title: Goodwin Conrads Roadway Widening & Utility Adjustment Project
- 2.02 Construction of Goodwin Conrads includes removing the existing two-lane roadway and replacing with a three lane roadway, curb, sidewalks, shared use path, underground drainage and a span bridge across Alligator Creek. The utility scope consist of, but not limited to, sewer main line adjustments, sewer manhole installations, waterline adjustments and waterline valve adjustments. Two-way traffic shall be maintained and ensuring ingress/egress to all neighborhoods, residential and commercial properties throughout the duration of the project. Contractor shall follow the sequence of work detailed in the plan sheets.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by the following engineers:

Design Engineer  
KFW  
3421 Paesanos Parkway  
San Antonio, TX 78231  
(210) 979-8444

Design Engineer during bidding and construction  
Freese and Nichols, Inc  
9601 Mc Allister Freeway, Suite 1008  
San Antonio, Texas 78261  
(210) 298-3898

Design Engineer for wastewater and water utility improvements  
Utility Engineering Group, PLLC  
191 N. Union Ave

New Braunfels, TX 78130  
(830) 214-0521

(Engineers), who is to act as owner’s representatives, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

4.01 *Time of the Essence*

A. Time is of the essence in all phases of the Work and performance of obligations owed by the Contractor to the Owners as stated in the Agreement and the Contract Documents. All time limits for Milestones, if any, Substantial Completion, and completion and **readiness for final payment** as stated in the Contract Documents are of the essence of the Contract. It is specifically understood and agreed by and between Owners and Contractor that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within **730** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **760** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owners recognize that time is of the essence of this Agreement and that Owners will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owners if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owners and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owners One Thousand Two Hundred Eighty-five Dollars (**\$1,285.00**) per day for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owners, Contractor shall pay Owners One Thousand Two Hundred Eighty-five Dollars (**\$1,285.00**) per day for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 *Special Damages*

A. In addition to the amount provided for in liquidated damages, Contractor shall reimburse Owners (1) for any fines or penalties imposed on Owners as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owners for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owners for the actual costs reasonably incurred by Owners for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

4.05 *Claims for Additional Time*

A. Contractor shall be entitled to an extension of the contract time for delays or disruptions due to unusually severe weather in excess of that normally experienced at the job site only as determined from climatological data set forth in this subsection. Contractor shall bear the entire economic risk of all weather delays and disruptions and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Rainy days shall not be considered an abnormal or adverse weather condition for which an extension of time will be granted unless and except in those months during which the actual cumulative number of rainy days within the month exceed the historical average cumulative number of rainy days for said month, provided that the rainfall prevented the execution of major items of work on normal working days. A rain day is defined as a day when rainfall exceeds one-tenth (.1) inch during a twenty-four (24) hour period. The historical number of Weather Days per calendar month is as follows, based upon regional weather data from the National Weather Service or NOAA:

Average Weather Days per Month											
Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
(4)	(4)	(4)	(3)	(5)	(6)	(4)	(3)	(4)	(4)	(4)	(4)

The number of rain days shown in the Rainfall Table for the first and last months of this Agreement will be prorated in determining the total number of rain days expected during the period of this Agreement.

B. Requests for an extension of time pursuant to this subsection shall be promptly submitted to Owners in accordance with Article 10 of Section 6 of the Project Manual General Conditions. Failure to timely submit a complete notice of claim for delays and extension of time for completion due to abnormal or adverse weather conditions or rainy days pursuant to this subsection shall result in the denial of a request for extra time for performance under the Contract Documents.

4.06 *Performance and Payment Bonds*

Performance and/or payment bonds are required, each shall be issued in an amount equal to the Contract Amount as security for the faithful performance or payment of all Contractors' obligations under the Contract Documents. Performance and payment bonds shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or by Owner pursuant to applicable law.

Bonds must be issued before this project can proceed and shall be delivered the City of New Braunfels, attention Procurement Office.



**ARTICLE 5 - CONTRACT PRICE**

5.01 Owners shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) at the prices states in the Contractor’s Bid Form, attached hereto as Exhibit B.
- B. The Extended Prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Section 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer. Adjustments in the Extended Price following the Engineer’s determination shall be memorialized as final adjusted Extended Prices on the approved Schedule of Values to be included with the Contractor’s pay applications.

**ARTICLE 6 - PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions and Supplemental Conditions (if applicable). Contractor delivers to Owners a Full and Final Release and Affidavit of Bills Paid in the form attached hereto as Attachment No. 1, executed by Contractor.

Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owners shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 15th day of each month during performance of the Work as provided herein:
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owners may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
    - a. 95% (percent) of Work completed.
    - b. 95% (percent) of cost of materials and equipment not incorporated in the Work.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owners shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

**ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS**

7.01 To induce Owners to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related

- data identified in the Proposal Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Proposal Documents, and safety precautions and programs incident thereto.
  - E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - F. Contractor is aware of the general nature of work to be performed by Owners and others at the Site that relates to the Work as indicated in the Contract Documents.
  - G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
  - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 8 - MISCELLANEOUS**

8.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions.

8.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become 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, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 *Successors and Assigns*

- A. Owners 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 to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owners and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 *Governing Law*

- A. The Contract shall be governed by the law of the state of Texas without regard to its conflict of law principles.

8.06 *Venue*

- A. This Agreement is entered into and performed in Comal County, Texas, and the Contractor and the Owners agree that mandatory venue for any legal action related to this contract shall be in the District Courts of Comal County, Texas.

8.07 *Indemnity Against Loss*

- A. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY OF NEW BRAUNFELS AND NEW BRAUNFELS UTILITIES, AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ALL PERSONS, INCLUDING EMPLOYEES OF THE CONTRACTOR OR ANY OF ITS CONSULTANTS, WHICH MAY ARISE FROM ANY NEGLIGENT ACT, ERROR OR OMISSION, ON THE PART OF THE CONTRACTOR, ITS EMPLOYEES, AGENTS, AND CONSULTANTS, PURSUANT TO THIS CONTRACT.
- B. THE OWNERS DO NOT ASSUME ANY LIABILITY TO THIRD PERSONS, NOR WILL THE OWNERS REIMBURSE THE CONTRACTOR FOR ITS LIABILITY TO A THIRD PERSON, WITH RESPECT TO LOSS DUE TO DEATH, BODILY INJURY, OR DAMAGE TO PROPERTY RESULTING IN ANY WAY FROM THE PERFORMANCE OF THIS CONTRACT OR ANY SUBCONTRACT HEREUNDER, AND CONTRACTOR FURTHER AGREES TO PROVIDE THE DEFENSE FOR, AND INDEMNIFY AND HOLD HARMLESS OWNERS FROM ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, AND LIABILITY, ARISING IN CONNECTION WITH THIS CONTRACT.

8.08 *Prohibition on Contracts with Companies Boycotting Israel*

- A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. The foregoing verification is made solely to comply with Chapter 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "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. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**8.09 Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited**

A. The Contractor represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

B. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law and excludes the Contractor and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

**8.10 Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia**

A. If the Contractor is granted direct or remote access to or control of critical infrastructure in the State of Texas under this Agreement, the Contractor represents the following:

1. it is not owned by or the majority of stock or other ownership interest in the Contractor is not held or controlled by:
  - a. individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code, as amended (“designated country”); or
  - b. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or

2. it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

B. The foregoing representation is made solely to comply with Chapter 2275 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. “Affiliate,” with respect to a company entering into an agreement in which the critical infrastructure is electric grid equipment, has

the meaning assigned by the protocols of the independent organization certified under Section 39.151, Utilities Code, for the ERCOT power region.

8.11 Prohibition on Contracts with Companies Boycotting Energy Companies

- A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2276 of the Texas Government Code, as amended.
- B. The foregoing verification is made solely to comply with Section 2276.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “boycott energy companies” has the meaning used in Section 809.001 of the Texas Government Code, as amended. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

8.12 Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries

- A. The Contractor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.
- B. The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

8.13 *Electronic Signatures (this section is omitted)*

8.14 Texas Public Information Act

- A. The Contractor recognizes that this Project is publicly owned, and the Owners is subject to the disclosure requirements of the Texas Public Information Act (the “PIA”). As part of its obligations within the Contract Documents, the Contractor agrees, at no additional cost to the Owners, to cooperate with the Owners for any particular needs or obligations arising out of the owner’s obligations under the TPIA. This acknowledgement and obligation are in addition to and complimentary to the owner’s audit rights.
- B. This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owners or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the Owners in a fiscal year of NBU (the Owners).

- C. The Contractor must (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the Owners for the duration of the Agreement; (2) promptly provide to the Owners any contracting information related to the Agreement that is in the custody or possession of the Construction Manager on request of the Owners; and (3) on completion of the Agreement, either:
  - i. provide at no cost to the Owners all contracting information related to the Agreement that is in the custody or possession of the Contractor; or
  - ii. preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the Owners.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Contractor agrees that the Agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

**ARTICLE 9 - INSURANCE**

9.01 *Evidence of Contractor's Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owners, Contractor shall also deliver to Owners, with copies to each named insured and additional insured, the certificates and other evidence of insurance required to be provided by Contractor in accordance with the Insurance Rider that is Exhibit A to this Agreement. Evidence of insurance is attached as Exhibit B to this Agreement.

Exhibit A – Insurance Rider

Exhibit B – Evidence of Insurance

Exhibit C – Contractor's Bid Form

IN WITNESS WHEREOF, Owners and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owners and Contractor. All portions of the Contract Documents have been signed or identified by Owners and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

**Next Page for Signatures**



OWNERS:

CITY OF NEW BRAUNFELS

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

Printed Name: Robert Camareno  
Title: City Manager

Attest: \_\_\_\_\_

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

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW BRAUNFELS UTILITIES

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

Printed Name: Ryan Kelso  
Title: Chief Executive Officer

Attest: \_\_\_\_\_

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

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If Owner is a corporation, attached evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

Capital Excavation Co

By James E. Bradley C.E.O.

Printed Name: James E. Bradley

Title: C.E.O.

[CORPORATE SEAL]

Attest: Diana Delalosa

Title: HR Administrator



Address for giving notices:

2967 Business Park Dr

Buda TX 78610

License No.: \_\_\_\_\_  
(Where Applicable)

Agent for service or process:

Scott Budd

Rev. 10/2022

(If Contractor is a corporation or a partnership, attach evidence or authority to sign.)

**END OF DOCUMENT**



P. O. Box 1301, Austin, TX 78767

**RESOLUTION OF CORPORATE AUTHORITY**

I, Jes Taylor, the undersigned Secretary of Capital Excavation Company the "Corporation" hereby certify that:

The Corporation is duly organized and existing under the laws of the State of Texas. The following is a true and accurate transcript of a Resolution adopted at the January 1, 2024 Board meeting. The Corporation's Board of Directors adopted the Resolution, which is contained in the Corporation's minute book, at a duly authorized board meeting. A quorum of the Corporation's Board of Directors was present at the entire board meeting and all actions taken at the meeting complied with the Corporation's charter and by-laws. The Resolution has not been amended or revoked as of the date signed below, and remains in full force and effect.

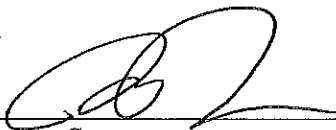
Resolved that:

James E. Bradley	CEO
James C. Bradley	President
Scott Budd	Vice President

Of Capital Excavation Company are empowered to sign any and all documents on behalf of said Corporation.

Resolved, that all transactions involving a contract signed by the CEO, President, Vice President or any other authorized officer of the Corporation, in its name and for its account, prior to adoption of these resolutions, are hereby ratified and approved for all purposes.

Signed and sealed on March 6, 2024.

  
Secretary

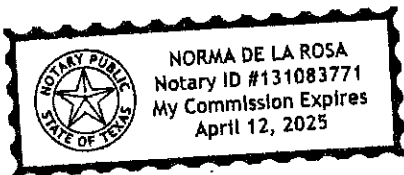
**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF HAYS

Before me, Norma De La Rosa the undersigned Notary Public of the State of Texas, on this day personally appeared Jes Taylor known to me or proved to me through TDL# 25895711, to be person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 6<sup>th</sup> day of March, 2024.

SEAL



  
Notary Public, State of Texas

Exhibit A – Insurance Rider



**City of New Braunfels  
Insurance Requirements  
Construction and/or Renovation**

**INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall:

- (i) Name City of New Braunfels and New Braunfels Utilities as additional insured/or an insured, as its interests may appear.
- (ii) Provide City of New Braunfels and New Braunfels Utilities a waiver of subrogation.
- (iii) Provide City of New Braunfels with a thirty (30) day advance written notice of cancellation or material change to said insurance.
- (iv) Provide the City Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of Notice of Award.

**Submit a certificate of insurance reflecting the following coverages.**

Submit a certificate of insurance reflecting coverage as follows:

- a. Automobile Liability:

Bodily Injury (Each person)	-	\$1,000,000.00
Bodily Injury (Each accident)	-	\$1,000,000.00
Property Damage	-	\$1,000,000.00
- b. General Liability (Including Contractual Liability):

Bodily Injury	-	\$1,000,000.00
Property Damage	-	\$1,000,000.00
Aggregate	-	\$2,000,000.00
- c. Excess Liability:

Umbrella Form	-	\$5,000,000.00
---------------	---	----------------
- d. Builders' Risk: - Not Required for this Project
- e. Worker's Compensation: - Statutory  
Or Employer's Liability Insurance:

Each Accident	-	\$1,000,000.00
Disease each employee	-	\$1,000,000.00
Policy Limit	-	\$1,000,000.00



**Exhibit B – Contractors Evidence of Insurance**

**[Name of Contractor]**

**(Insert Certificate of Insurance Here)**

**Exhibit C – Contractor’s Bid Response Form**

NB 19-002 - GOODWIN/CONRADS LANE  
EXHIBIT 1 COST PROPOSAL

## CITY - ROADWAY IMPROVEMENTS PROPOSAL - GOODWIN/CONRADS LANE

The City only will accept bid pricing to the hundredths. Any pricing extended out to three decimal points will be truncated to two decimal points in the City's favor.

Item No.	TXDOT Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total
1	100-6002	PREPARING ROW	STA	134.50	\$ 5,500.00	\$ 739,750.00
2	110-6001	EXCAVATION (ROADWAY)	CY	33902.00	\$ 21.00	\$ 711,942.00
3	110-6002	EXCAVATION (CHANNEL)	CY	19131.00	\$ 12.25	\$ 234,354.75
4	110-6003	EXCAVATION (SPECIAL)	CY	199.00	\$ 23.21	\$ 4,618.79
5	132-6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	16149.00	\$ 27.90	\$ 450,557.10
6	160-6003	FURNISHING AND PLACING TOPSOIL (4")	SY	34567.00	\$ 3.60	\$ 124,441.20
7	164-6003	BROADCAST SEED (PERM)(RURAL)(CLAY)	SY	34567.00	\$ 0.15	\$ 5,185.05
8	168-6001	VEGTATIVE WATERING	MG	776.00	\$ 42.85	\$ 33,251.60
9	247-6501	FL BS (CMP IN PLC)(TYA GR1-2) GOODWIN LN. (17")	SY	49279.00	\$ 21.00	\$ 1,034,859.00
10	247-6502	FL BS (CMP IN PLC)(TYA GR1-2) CONRADS LN. (20")	SY	11537.00	\$ 27.20	\$ 313,806.40
11	260-6011	LIME TRT (EXST MATL) (12")	SY	60781.00	\$ 5.50	\$ 334,295.50
12	260-6043	LIME (HYD, COM OR QK)(SLURRY)	TON	1216.00	\$ 305.00	\$ 370,880.00
13	310-6009	PRIME COAT (MC-30)	GAL	5804.00	\$ 4.00	\$ 23,216.00
14	340-6050	D-GR HMA(SQ) TY-C PG70-22 (3")	SY	58054.00	\$ 18.08	\$ 1,049,616.32
15	340-6138	D-GR HMA(SQ) TY-D PG76-22 (2")	SY	58054.00	\$ 12.87	\$ 747,154.98
16	340-6272	TACK COAT	GAL	11612.00	\$ 3.20	\$ 37,158.40
17	400-6003	STRUCT EXCAV (PIPE)	CY	7464.00	\$ 1.20	\$ 8,956.80
18	400-6005	CEM STABIL BKFL	CY	153.00	\$ 214.00	\$ 32,742.00
19	401-6001	FLOWABLE BACKFILL	CY	530.00	\$ 170.00	\$ 90,100.00
20	402-6001	TRENCH EXCAVATION PROTECTION	LF	3396.00	\$ 6.95	\$ 23,602.20
21	416-6001	DRILL SHAFT (18 IN)	LF	124.00	\$ 290.00	\$ 36,960.00
22	416-6004	DRILL SHAFT (36 IN)	LF	1070.00	\$ 280.00	\$ 299,600.00
23	420-6009	CL A CONC (COLLAR)	EA	125.00	\$ 740.00	\$ 92,500.00
24	420-6013	CL C CONC (ABUT)	CY	60.00	\$ 1,380.00	\$ 82,800.00
25	420-6029	CL C CONC (CAP)	CY	111.00	\$ 1,410.00	\$ 156,510.00
26	420-6037	CL C CONC (COLUMN)	CY	50.00	\$ 1,760.00	\$ 88,000.00
27	420-6054	CL C CONC (HEADWALL)	CY	39.00	\$ 1,410.00	\$ 54,990.00
28	420-6057	CL C CONC (WINGWALLS)	CY	12.00	\$ 1,390.00	\$ 16,680.00
29	420-6074	CL C CONC (MISC) RDWY/DRWY MITERED CONC.	CY	48.00	\$ 1,780.00	\$ 85,440.00
30	420-6133	CL A CONC (CHANNEL LINING)	CY	520.00	\$ 730.00	\$ 379,600.00
31	420-8000	CLASS A CONC (CONCRETE TRICKLE CHANNEL)	CY	4.00	\$ 1,200.00	\$ 4,800.00
32	422-6001	REINF CONC SLAB	SF	17820.00	\$ 21.50	\$ 383,130.00
33	422-6013	BRIDGE SIDEWALK	SF	7800.00	\$ 11.35	\$ 88,530.00
34	422-6015	APPROACH SLAB	CY	76.00	\$ 850.00	\$ 64,600.00
35	423-6008	RETAINING WALL (CAST - IN - PLACE)	SF	522.00	\$ 135.00	\$ 70,470.00
36	425-6036	PRESTR CONC GIRDER (TX34)	LF	2142.00	\$ 160.00	\$ 342,720.00

NB 19-002 - GOODWIN/CONRADS LANE  
EXHIBIT 1 COST PROPOSAL

37	432-6002	RIPRAP (CONC)(5 IN)	CY	173.00	\$ 590.00	\$ 102,070.00
38	432-6022	RIPRAP (STONE COMMON)(DRY)(6 IN)	CY	149.00	\$ 320.00	\$ 47,680.00
39	442-6007	STR STEEL (MISC NON - BRIDGE)	LB	701.00	\$ 24.50	\$ 17,174.50
40	450-6018	RAIL (TY T631)(TL-3)	LF	329.00	\$ 118.00	\$ 38,822.00
41	450-6030	RAIL (TY C221)	LF	772.00	\$ 152.00	\$ 117,344.00
42	450-6048	RAIL (HANDRAIL)(TY B)	LF	350.00	\$ 110.00	\$ 38,500.00
43	450-6052	RAIL (HANDRAIL)(TY F)	LF	1240.00	\$ 156.00	\$ 193,440.00
44	454-6018	SEALED EXPANSION JOINT (4 IN) (SEJ - M)	LF	94.00	\$ 360.00	\$ 33,840.00
45	459-6010	GABION MATTRESSES (GALV) (6 IN)	SY	755.00	\$ 103.00	\$ 77,765.00
46	462-6001	CONC BOX CULV (3 FT X 2 FT)	LF	35.00	\$ 410.00	\$ 14,350.00
47	462-6002	CONC BOX CULV (3 FT X 3 FT)	LF	1372.00	\$ 360.00	\$ 493,920.00
48	462-6003	CONC BOX CULV (4 FT X 2 FT)	LF	438.00	\$ 370.00	\$ 162,060.00
49	462-6004	CONC BOX CULV (4 FT X 3 FT)	LF	421.00	\$ 420.00	\$ 176,820.00
50	462-6005	CONC BOX CULV (4 FT X 4 FT)	LF	377.00	\$ 460.00	\$ 173,420.00
51	462-6008	CONC BOX CULV (5 FT X 4 FT)	LF	766.00	\$ 450.00	\$ 344,700.00
52	462-6010	CONC BOX CULV (6 FT X 3 FT)	LF	1507.00	\$ 500.00	\$ 753,500.00
53	462-6011	CONC BOX CULV (6 FT X 4 FT)	LF	822.00	\$ 660.00	\$ 542,520.00
54	462-6020	CONC BOX CULV (8 FT X 5 FT)	LF	424.00	\$ 850.00	\$ 360,400.00
55	462-6099	CONC BOX CULV (6 FT X 2 FT)	LF	483.00	\$ 560.00	\$ 270,480.00
56	462-6109	CONC BOX CULV (8 FT X 3 FT)(EXTEND)	LF	14.00	\$ 1,570.00	\$ 21,980.00
57	462-6159	CONC BOX CULV (9FT X 4FT)	LF	326.00	\$ 970.00	\$ 316,220.00
58	464-6003	RC PIPE (CL III)(18 IN)	LF	247.00	\$ 128.00	\$ 31,616.00
59	464-6005	RC PIPE (CL III)(24 IN)	LF	2988.00	\$ 135.00	\$ 403,380.00
60	464-6007	RC PIPE (CL III)(30 IN)	LF	81.00	\$ 182.00	\$ 14,742.00
61	464-6008	RC PIPE (CL III)(36 IN)	LF	495.00	\$ 202.00	\$ 99,990.00
62	465-6002	MANH (COMPL)(PRM)(48IN)	EA	13.00	\$ 5,200.00	\$ 67,600.00
63	465-6006	JCTBOX(COMPL)(PJB)(4FTX4FT)	EA	6.00	\$ 8,700.00	\$ 52,200.00
64	465-6009	JCTBOX(COMPL)(PJB)(5FTX5FT)	EA	2.00	\$ 11,400.00	\$ 22,800.00
65	465-6011	JCTBOX(COMPL)(PJB)(6FTX6FT)	EA	4.00	\$ 15,100.00	\$ 60,400.00
66	465-6012	JCTBOX(COMPL)(PJB)(8FTX8FT)	EA	3.00	\$ 20,100.00	\$ 60,300.00
67	465-6022	INLET (COMPL)(PCO)(5FT)(LEFT)	EA	19.00	\$ 12,000.00	\$ 228,000.00
68	465-6023	INLET (COMPL)(PCO)(5FT)(RIGHT)	EA	16.00	\$ 12,000.00	\$ 192,000.00
69	465-6024	INLET (COMPL)(PCO)(5FT)(BOTH)	EA	8.00	\$ 13,500.00	\$ 108,000.00
70	465-6153	INLET (COMPL)(PAZD)(SL)(4FTX4FT) 4-WAY	EA	7.00	\$ 5,100.00	\$ 35,700.00
71	465-6154	INLET (COMPL)(PAZD)(SL)(5FTX5FT) 4-WAY	EA	3.00	\$ 6,600.00	\$ 19,800.00
72	465-6154	INLET (COMPL)(PAZD)(SL)(6FTX6FT) 4-WAY	EA	1.00	\$ 10,100.00	\$ 10,100.00
73	465-6390	INLET (COMPL)(PAZD)(SL) 4FT X 10FT 4-WAY	EA	1.00	\$ 11,800.00	\$ 11,800.00
74	465-6526	JUNCT BOX (COMPL)(JB)(7FT X 7FT)(FTW)	EA	4.00	\$ 15,600.00	\$ 62,400.00
75	465-6557	INLET (CURB)(SPL) SIDEWALK BOX	EA	5.00	\$ 8,500.00	\$ 42,500.00
76	465-6582	JCT BOX (COMPL)(CIP)(9FTX9FT)	EA	1.00	\$ 22,200.00	\$ 22,200.00



NB 19-002 - GOODWIN/CONRADS LANE  
EXHIBIT 1 COST PROPOSAL

77	465-6670	JCT BOX (COMPL)(SPL) 10FT X 10FT	EA	1.00	\$ 41,000.00	\$ 41,000.00
78	465-6671	JCT BOX (COMPL)(SPL) 12FT X 12FT	EA	1.00	\$ 64,000.00	\$ 64,000.00
79	500-6001	MOBILIZATION	LS	1.00	\$ 2,200,000.00	\$ 2,200,000.00
80	502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	24.00	\$ 7,500.00	\$ 180,000.00
81	506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	731.00	\$ 37.30	\$ 27,266.30
82	506-6011	ROCK FILTER DAMS (REMOVE)	LF	731.00	\$ 8.50	\$ 6,213.50
83	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	834.00	\$ 18.90	\$ 15,762.60
84	506-6024	CONSTRUCTION EXITS (REMOVE)	SY	834.00	\$ 5.10	\$ 4,253.40
85	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	12,108.00	\$ 3.60	\$ 43,588.80
86	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	12,108.00	\$ 0.25	\$ 3,027.00
87	506-6047	TEMP SDMT CONT FENCE (INLET PROTECTION)	LF	1,614.00	\$ 4.60	\$ 7,424.40
88	508-6004	CONSTRUCTING DETOURS (TY 2)	SY	37,915.00	\$ 54.20	\$ 2,054,993.00
89	512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	2,520.00	\$ 19.51	\$ 49,165.20
90	512-6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	480.00	\$ 19.51	\$ 9,364.80
91	512-6033	PORT CTB (MOVE)(LOW PROF)(TY 1)	LF	10,370.00	\$ 9.70	\$ 100,589.00
92	512-6034	PORT CTB (MOVE)(LOW PROF)(TY 2)	LF	1,880.00	\$ 9.70	\$ 18,236.00
93	512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	2,520.00	\$ 19.51	\$ 49,165.20
94	512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	480.00	\$ 19.51	\$ 9,364.80
95	528-6001	COLORED TEXTURED CONC (4") HARDSCAPING	SY	1,108.00	\$ 108.00	\$ 119,664.00
96	529-6036	CONCRETE CURB (SPECIAL) HEADER CURB	LF	26,933.00	\$ 44.65	\$ 1,202,558.45
97	530-6004	DRIVEWAYS (CONC)	SY	3,447.00	\$ 143.00	\$ 492,921.00
98	531-6002	CONC SIDEWALKS (5")	SY	17,486.00	\$ 62.10	\$ 1,085,880.60
99	531-6004	CURB RAMPS (TY II)	EA	2.00	\$ 1,650.00	\$ 3,300.00
100	531-6005	CURB RAMPS (TY II)	EA	24.00	\$ 2,430.00	\$ 58,320.00
101	531-6009	CURB RAMPS (TY VI)	EA	6.00	\$ 1,660.00	\$ 9,960.00
102	531-6010	CURB RAMPS (TY VII)	EA	14.00	\$ 1,630.00	\$ 22,820.00
103	531-6013	CURB RAMPS (TY X)	EA	10.00	\$ 4,230.00	\$ 42,300.00
104	540-6003	MTL THRIE-BEAM GD FEN (TIM POST)	LF	1,084.00	\$ 26.90	\$ 29,159.60
105	544-6009	GUARDRAIL END TRTMNT(RETRO)(WOOD POST)	EA	12.00	\$ 3,610.00	\$ 43,320.00
106	618-6046	CONDT (PVC) (SCH 80) (2")	LF	160.00	\$ 11.90	\$ 1,904.00
107	618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	LF	830.00	\$ 41.05	\$ 34,071.50
108	618-6053	CONDT (PVC) (SCH 80) (3")	LF	320.00	\$ 24.85	\$ 7,952.00
109	618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	LF	1,660.00	\$ 45.35	\$ 75,281.00
110	624-6009	GROUND BOX TY D (162922)	EA	2.00	\$ 1,510.00	\$ 3,020.00
111	624-6010	GROUND BOX TY D (162922)W/APRON	EA	10.00	\$ 2,320.00	\$ 23,200.00
112	638-6001	ALUMINUM SIGNS (TY A)	SF	418.00	\$ 27.00	\$ 11,286.00
113	644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	44.00	\$ 1,000.00	\$ 44,000.00
114	662-6095	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	67,100.00	\$ 0.64	\$ 42,944.00
115	666-6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	LF	70.00	\$ 3.20	\$ 224.00
116	666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	5,375.00	\$ 1.30	\$ 6,987.50



117	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	1,157.00	\$ 3.20	\$ 3,702.40	
118	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	111.00	\$ 199.00	\$ 22,089.00	
119	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	23.00	\$ 300.00	\$ 6,900.00	
120	666-6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	LF	465.00	\$ 3.20	\$ 1,488.00	
121	666-6156	REFL PAV MRK TY I (Y)(MED NOSE)(100MIL)	EA	7.00	\$ 1,020.00	\$ 7,140.00	
122	666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LF	2,390.00	\$ 0.80	\$ 1,912.00	
123	666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	27,840.00	\$ 0.80	\$ 22,272.00	
124	672-6007	REFL PAV MRKR TY I-C	EA	324.00	\$ 7.50	\$ 2,430.00	
125	672-6009	REFL PAV MRKR TY II-A-A	EA	1,028.00	\$ 7.50	\$ 7,710.00	
126	677-6001	ELIM EXT PAV MARK & MARKS (4")	LF	9,450.00	\$ 0.65	\$ 6,142.50	
127	682-6003	VEH SIG SEC (12")LED(YEL)	EA	4.00	\$ 680.00	\$ 2,720.00	
128	682-6021	BACK PLATE (12")(1 SEC)	EA	4.00	\$ 108.00	\$ 432.00	
129	685-6004	INSTL RDSO FLSH BCN ASSM (SOLAR PWRD)	EA	2.00	\$ 14,600.00	\$ 29,200.00	
						<b>CITY TOTAL</b>	<b>\$ 22,817,977.14</b>

**GOODWIN/CONRADS LANE - WASTEWATER IMPROVEMENTS**

Item No.	TXDOT Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total
1	100 (TxDOT)	PREPARING RIGHT OF WAY	LS	1.00	\$ 7,900.00	\$ 7,900.00
2	500 (TxDOT)	MOBILIZATION, BONDING, & INSURANCE	LS	1.00	\$ 33,000.00	\$ 33,000.00
3	510 (NBU)	15-INCH PVC GRAVITY MAIN SDR 26 ASTM F679 PS115 (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	1778.00	\$ 162.00	\$ 288,036.00
4	510 (NBU)	12-INCH PVC GRAVITY MAIN SDR 26 ASTM D3034 PS115 (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	464.00	\$ 162.00	\$ 75,168.00
5	510 (NBU)	8-INCH PVC GRAVITY MAIN SDR 26ASTM D3034 PS115 (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	LF	148.00	\$ 208.00	\$ 30,784.00
6	121 (NBU)	TRENCH EXCAVATION PROTECTION	LF	2390.00	\$ 11.90	\$ 28,441.00
7	510 (NBU)	SANITARY SEWER SERVICE WITH CLEANOUT (6-INCH)	EA	1.00	\$ 7,300.00	\$ 7,300.00
8	304 & 312 (NBU)	SANITARY SEWER MANHOLE - 4' DIAMETER (COMPLETE WITH COATING)	EA	13.00	\$ 9,400.00	\$ 122,200.00
9	304 & 312 (NBU)	SANITARY SEWER DROP MANHOLE - 4' DIAMETER (COMPLETE WITH COATING)	EA	1.00	\$ 14,000.00	\$ 14,000.00
10	304 & 312 (NBU)	SANITARY SEWER VENTED MANHOLE - 4' DIAMETER (COMPLETE WITH COATING)	EA	1.00	\$ 18,300.00	\$ 18,300.00
11	304 & 312 (NBU)	SANITARY SEWER DOGHOUSE MANHOLE - 4' DIAMETER (COMPLETE WITH COATING)	EA	4.00	\$ 10,900.00	\$ 43,600.00
12	510 (NBU)	CONNECT TO EX. 8-INCH WASTEWATER MAIN	EA	1.00	\$ 7,000.00	\$ 7,000.00
13	304 (NBU)	CEMENT STABILIZED SAND BACKFILL AROUND MANHOLE	EA	19.00	\$ 2,420.00	\$ 45,980.00
14	505 (NBU)	24-INCH STEEL ENCASEMENT PIPE	LF	51.00	\$ 410.00	\$ 20,910.00
15	505 (NBU)	30-INCH STEEL ENCASEMENT PIPE	LF	225.00	\$ 390.00	\$ 87,750.00
16	311 (NBU)	ADJUST DEPTH OF EXISTING MANHOLE RIM	EA	3.00	\$ 2,750.00	\$ 8,250.00
17	311 (NBU)	RECONSTRUCT WASTEWATER MANHOLE	EA	3.00	\$ 6,600.00	\$ 19,800.00
18	505 (NBU)	INSTALL FLOWABLE FILL WITH BOX CULVERT CONSTRUCTION	LF	22.00	\$ 80.00	\$ 1,760.00
19	510 (NBU)	ABANDONMENT (REMOVAL) OF EX. 12-INCH WASTEWATER MAIN	LF	540.00	\$ 74.60	\$ 40,284.00
20	510 (NBU)	ABANDONMENT (REMOVAL) OF EX. 10-INCH WASTEWATER MAIN	LF	380.00	\$ 74.50	\$ 28,310.00
21	510 (NBU)	ABANDONMENT (REMOVAL) OF EX. 8-INCH WASTEWATER MAIN	LF	780.00	\$ 74.50	\$ 58,110.00
22	510 (NBU)	PLUG AND ABANDON EX. 12" (FL IN) IN ACCORDANCE WITH NBU SPECIFICATIONS AFTER ACCEPTANCE OF PROP. 15" WASTEWATER MAIN	EA	1.00	\$ 3,330.00	\$ 3,330.00
23	510 (NBU)	PLUG AND ABANDON EX. 10" (FL IN) IN ACCORDANCE WITH NBU SPECIFICATIONS AFTER ACCEPTANCE OF PROP. 15" WASTEWATER MAIN	EA	4.00	\$ 3,320.00	\$ 13,280.00
24	510 (NBU)	PLUG AND ABANDON EX. 8" (FL OUT) IN ACCORDANCE WITH NBU SPECIFICATIONS AFTER ACCEPTANCE OF PROP. 8" WASTEWATER MAIN	EA	1.00	\$ 3,320.00	\$ 3,320.00



NB 19-002 - GOODWIN/CONRADS LANE  
EXHIBIT 1 COST PROPOSAL

25	510 (NBU)	ABANDONMENT (REMOVAL) OF EX. MANHOLES	EA	9.00	\$ 3,030.00	\$ 27,270.00
26	330 (NBU)	TEMPORARY BYPASS PUMPING PLAN & IMPLEMENTATION	LS	1.00	\$ 75,000.00	\$ 75,000.00
27	CNB Trench Repair	CUT/TEMPORARY REPAIR ASPHALT PAVEMENT	SY	689.00	\$ 111.00	\$ 76,479.00
28	CNB Trench Repair	CUT/TEMPORARY REPAIR CONCRETE DRIVEWAY	SY	151.00	\$ 118.00	\$ 17,818.00
29	CNB ST-018	CUT AND REPAIR CONCRETE SIDEWALK	SY	6.00	\$ 101.00	\$ 606.00
30	315 (NBU)	CCTV PRE AND POST	LF	2390.00	\$ 8.40	\$ 20,076.00
31	515 (NBU)	SANITARY SEWER LINE TESTING	LS	1.00	\$ 19,900.00	\$ 19,900.00
32	5071 (TxDOT)	REMOVE/REPLACE WOOD FENCE	LF	196.00	\$ 52.70	\$ 10,329.20
<b>NBU WASTEWATER TOTAL</b>						<b>\$ 1,254,291.20</b>

GOODWIN/CONRADS LANE - WATER IMPROVEMENTS

Item No.	TXDOT Spec No.	Description	Unit	Estimated Quantity	Unit Price	Total
33	510 (NBU)	12-INCH WATER MAIN, PVC C900 DR18 (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL AND JOINT RESTRAINT	LF	750.00	\$ 165.00	\$ 123,750.00
34	510 (NBU)	8-INCH WATER MAIN, PVC C900 DR18 (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL AND JOINT RESTRAINT	LF	140.00	\$ 160.00	\$ 22,400.00
35	510 (NBU)	6-INCH WATER MAIN, PVC C900 DR18 (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL AND JOINT RESTRAINT	LF	10.00	\$ 202.00	\$ 2,020.00
36	121 (NBU)	TRENCH EXCAVATION PROTECTION	LF	900.00	\$ 10.50	\$ 9,450.00
37	512 (NBU)	TRACER WIRE	LF	900.00	\$ 2.45	\$ 2,205.00
38	510 (NBU)	WARNING TAPE (TERRA TAPE)	LF	900.00	\$ 2.45	\$ 2,205.00
39	510 (NBU)	CONNECT TO EX. 24-INCH WATER MAIN (COMPLETE)	EA	2.00	\$ 26,600.00	\$ 53,200.00
40	510 (NBU)	CONNECT TO EX. 6-INCH WATER MAIN (COMPLETE)	EA	1.00	\$ 6,900.00	\$ 6,900.00
41	510 (NBU)	CONNECT TO EX. 8-INCH WATER MAIN (COMPLETE)	EA	3.00	\$ 7,000.00	\$ 21,000.00
42	510 (NBU)	CONNECT TO EX. 12-INCH WATER MAIN (COMPLETE)	EA	4.00	\$ 7,400.00	\$ 29,600.00
43	511 (NBU)	GATE VALVE, MJ (RESTRAINED) (6-INCH)	EA	1.00	\$ 2,460.00	\$ 2,460.00
44	511 (NBU)	GATE VALVE, MJ (RESTRAINED) (12-INCH)	EA	3.00	\$ 5,400.00	\$ 16,200.00
45	511 (NBU)	FIRE HYDRANT ASSEMBLY (8"X6" TAP SLEEVE, VALVE, AND PIPING)	EA	1.00	\$ 10,200.00	\$ 10,200.00
46	510 (NBU)	DUCTILE IRON FITTINGS	LS	2.50	\$ 8,500.00	\$ 21,250.00
47	505 (NBU)	24-INCH STEEL ENCASEMENT PIPE	LF	185.00	\$ 350.00	\$ 64,750.00
48	510 (NBU)	RELOCATE & RECONNECT SINGLE WATER SERVICE WITH NEW METER BOX INCLUDING CASING	EA	11.00	\$ 4,180.00	\$ 45,980.00
49	510 (NBU)	ABANDONMENT (COMPLETE IN-PLACE, CUT/CAP, GROUT FILLED) OF EX. 12" WATER MAINS	LF	1969.00	\$ 26.00	\$ 51,194.00
50	510 (NBU)	ABANDONMENT (COMPLETE IN-PLACE, CUT/CAP, GROUT FILLED) OF EX. 8" WATER MAIN	LF	20.00	\$ 40.23	\$ 804.60
51	510 (NBU)	ABANDON EXISTING GATE VALVE	EA	10.00	\$ 1,870.00	\$ 18,700.00
52	510 (NBU)	VERIFY DEPTH & LOCATION OF EX. WATER SERVICES, FIRE LINES, & WATER MAINS	EA	20.00	\$ 1,030.00	\$ 20,600.00
53	510 & 511 (NBU)	RELOCATE & ADJUST DEPTH OF WATER CAV. (3" & 4")	EA	7.00	\$ 1,870.00	\$ 13,090.00
54	510 & 511 (NBU)	RELOCATE FIRE HYDRANT, VERIFY DEPTH AND LOCATION OF EX. FIRE HYDRANT	EA	15.00	\$ 5,400.00	\$ 81,000.00
55	510 & 511 (NBU)	ADJUST DEPTH OF WATER VALVE BOX, VERIFY DEPTH & LOCATION OF EX. WATER VALVE	EA	50.00	\$ 1,870.00	\$ 93,500.00
56	510 (NBU)	RELOCATE EXISTING WATER METER	EA	1.00	\$ 1,820.00	\$ 1,820.00
57	515 (NBU)	WATER MAIN TESTING	LS	1.00	\$ 15,000.00	\$ 15,000.00
<b>NBU WATER TOTAL</b>						<b>\$ 729,278.60</b>

<b>TOTAL PROPOSALS - BOTH CITY AND NBU</b>					<b>\$ 24,801,546.94</b>
--	--	--	--	--	-------------------------

Company Name:	Capital Excavation Co
Proposers Name:	James E. Bradley, C.E.O.
Signed By:	<i>James E. Bradley</i> (Authorized Representative)



**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:** Adam Willard, P.E.      **Reviewed by:** Michael Short, P.E.  
 Chief Engineer of Water      Director of Water Services and  
 Systems      Compliance

**Submitted by:** Mark Steelman      **Approved by:** Ryan Kelso  
 Chief Operations Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Authorize the CEO or His Designee to Negotiate and Execute a First Amendment to the Professional Services Agreement with Quiddity Engineering, LLC, for the Design of the Western Downtown to Morningside Pressure Zone Conversion Project

## **BACKGROUND**

On May 25, 2023, the New Braunfels Utilities (“NBU”) Chief Executive Officer executed a Professional Services Agreement (the “Agreement”) with Quiddity Engineering, LLC (“Quiddity”) for professional engineering services for the Western Downtown to Morningside PZ Conversion Project (the “Project”).

During design, NBU and Quiddity identified a need to (i) realign a portion of the Project, (ii) add an extension of approximately 1,900 linear feet of new 18-inch water main along the north side of I-35 in New Braunfels, Texas, and (iii) divide the Project into two construction phases. As a result, NBU staff requests that the Board approve the First Amendment to the Agreement (the “First Amendment”), which includes additional Services in the amount of \$407,427.00 and revised time of completion schedules with two construction phases.

This item is being presented to the Board because the total amount of the Agreement, with the addition of the First Amendment, now exceeds \$500,000.

Upon completion of the final design, NBU staff will solicit the two construction contracts and bring the first construction contract to the Board for approval in August 2025 and the second construction contract to the Board for approval in April 2026. NBU staff plans to begin construction in September 2025 and complete construction by January 2026 for the first construction contract and to begin construction in May 2026 and complete construction by June 2027 for the second construction contract.

**FINANCIAL IMPACT**

---

The total financial impact for the First Amendment is \$407,427.00. The total contract amount for the Agreement and the First Amendment with Quiddity for the Project is \$868,567.00, including supplemental services. The Project is budgeted within the Fiscal Year 2025 through Fiscal Year 2027 NBU Board approved Capital Improvements Projects Budget.

**LINK TO STRATEGIC PLAN**

---

**Infrastructure and Technology****EXHIBITS**

---

1. First Amendment to the Professional Services Agreement with Quiddity

## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is made and entered into by and between **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), and **QUIDDITY ENGINEERING, LLC**, a Texas limited liability company (the “Professional”) (collectively, “the Parties”).

### RECITALS

WHEREAS, NBU and the Professional entered into the Professional Services Agreement dated May 25, 2023, (the “Agreement”) for project management, final design phase services, field services, permitting and stakeholders coordination, bid phase services, and construction phase services (the “Original Services”) for the Western Downtown to Morningside Pressure Zone Conversion Project (the “Project”);

WHEREAS, in the course of design, NBU and the Professional identified a need to (i) realign a portion of the Project, (ii) add an extension of approximately 1,900 linear feet of new 18-inch water main along the north side of I-35 in New Braunfels, Texas, and (iii) divide the Project into two construction phases;

WHEREAS, as a result, NBU requires redesign services, including additional (i) project management services, (ii) final design phase services, (iii) field services, (iv) permitting and stakeholders coordination, (v) bid phase services, and (vi) construction phase services, all of which are more specifically described in Exhibit A to this First Amendment (the “New Services” and, together with the Original Services, the “Services”) that were not contemplated in the Agreement;

WHEREAS, the New Services require an increase in the compensation to the Professional and modification of the completion dates applicable to the Services;

WHEREAS, the Agreement requires NBU and the Professional to agree in writing to amend or modify the Agreement; and

WHEREAS, NBU and the Professional desire to amend the Agreement to (i) add the New Services, (ii) include the additional compensation for the New Services, and (iii) modify the completion time for the Services.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

Section 1. Amendment to Exhibit A. Exhibit A to the Agreement is hereby amended, in part, as described by Exhibit A to this First Amendment as of the effective date of this First Amendment.



Section 2. Amendment to Exhibit B. Exhibit B to the Agreement is hereby deleted in its entirety and replaced by Exhibit B to this First Amendment as of the effective date of this First Amendment.

Section 3. Remaining Terms. Except as stated herein, all other terms and conditions of the Agreement remain in full force and effect.

Section 4. Entire Agreement. This First Amendment, together with the Agreement, sets forth the entire understanding of NBU and the Professional and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

Section 5. Binding Effect. This First Amendment will extend to and be binding upon NBU and the Professional and their respective successors and permitted assigns.

Section 6. Severability. If any term or provision of this First Amendment is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this First Amendment shall not be affected thereby, and this First Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 7. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

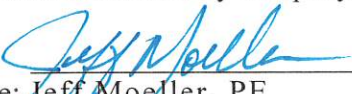
*(The remainder of this page intentionally left blank)*


IN WITNESS WHEREOF, the Parties hereto, upon lawful approval and authority, have executed this Amendment on this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**NBU:**  
**NEW BRAUNFELS UTILITIES,**  
a Texas municipally owned utility

By: \_\_\_\_\_  
Name: Ryan Kelso  
Title: Chief Executive Officer

**THE PROFESSIONAL:**  
**QUIDDITY ENGINEERING, LLC,**  
a Texas limited liability company

By:  \_\_\_\_\_  
Name: Jeff Moeller, PE  
Title: Vice President

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

## Exhibit A

### Services

The Professional shall provide all labor, material, and equipment necessary to provide project management, final design, field services, permitting and stakeholders coordination, bid phase services, and construction phase services (collectively the “Services”) for the Western Downtown to Morningside Pressure Zone (“PZ”) Conversion Project (the “Project”). The Project shall consist of replacing approximately 15,000 linear feet (“LF”) of existing water mains of varying size (1.5-inch, 2-inch, 6-inch, and 8-inch) with approximately 3,600 LF of 16-inch, 11,000 LF of 12-inch, and 300 LF of 8-inch mains located along Rusch Lane, FM 482, Old Highway 81, and the north side of I-35 and adding approximately 1,900 LF of new 18-inch water main along the north side of I-35 in New Braunfels, Texas.

### **SERVICES**

The Professional shall provide the following Services in accordance with the tasks described herein.

#### **Task 1. Project Management**

NO CHANGE

#### **Task 2. Final Design Phase**

2.1. NO CHANGE

2.2. NO CHANGE

2.3. NO CHANGE

2.4. NO CHANGE

2.5. The Professional shall perform additional 90% final design services for adjustments in design as described in this Section, during the timeframe for 90% final design described in Table 1.

2.5.1. The Professional shall prepare additional 90% design documents to include approximately 1,900 LF of 18-inch water main to extend the waterline from the existing pump station and ground storage tank on Rusch Lane to the new pump station and ground storage tank location along the I-35 frontage road of the NBU Headquarters property (the “Extension”).

- 2.5.2. The Professional shall prepare additional 90% design documents to include realignment design work for approximately 1,400 LF along FM 482, near the intersection with Old Highway 81 (the “Realignment”).
- 2.6. The Professional shall perform separate 90% final design services for adjustments in design as described in this Section, during the timeframe for 90% final design described in Table 2.
- 2.6.1. The Professional shall prepare a separate set of 90% design documents by removing from the original design documents the pressure reducing valve assembly on Rusch Lane, and fifty (50) LF of 8-inch water main, creating plans for a separate construction package (the “Rusch Ln PRV”).
- 2.7. The Professional shall perform additional 100% final design services for both the Extension and the Realignment, during the timeframe for 100% final design described in Table 1.
- 2.8. The Professional shall perform separate 100% final design services for the Rusch Ln PRV, during the timeframe for 100% final design described in Table 2.

### **Task 3. Field Services**

3. The Professional shall perform the field services described below.
- 3.1. TOPOGRAPHIC SURVEY. NO CHANGE
- 3.1.1. NO CHANGE
- 3.1.2. NO CHANGE
- 3.1.3. NO CHANGE
- 3.1.4. NO CHANGE
- 3.1.5. NO CHANGE
- 3.1.6. The Professional shall tie in all existing surface topographic features and structures within the survey limits of the Extension, exclusive of the NBU Headquarters property, and the Realignment.
- 3.1.7. The Professional shall conduct a utility survey and locate existing utilities within the limits of the Extension, exclusive of the NBU Headquarters property, and the Realignment based on utility location paint markings obtained from utility service providers notified by Texas 811.
- 3.2. NO CHANGE

3.3. EASEMENT DOCUMENTS. The Professional shall prepare a metes and bounds description and exhibits for required easements for the Project for up to thirteen (13) parcels based on the following criteria:

- 3.3.1. the Professional shall perform deed, plat, and courthouse record research, request title reports from NBU, and obtain copies of deeds and easement documents if not provided;
- 3.3.2. the Professional shall survey property corners, fences, and appurtenant property evidence;
- 3.3.3. easements shall consist of a permanent easement and a temporary construction easement. There shall be a separate document for permanent easements and temporary easements for each parcel. Easements shall be signed and sealed by a registered professional land surveyor, currently registered in the State of Texas. Each easement shall have attached to it a copy of the corresponding deed for that property and a closure computation sheet for the easement tract. A draft copy of the easement shall be submitted for review by the Professional to NBU. The Professional shall incorporate comments as appropriate and submit one (1) final copy of the easement and deed to NBU. Each draft metes and bounds exhibit shall be revised up to one (1) time per NBU's review;
- 3.3.4. exhibit plat and legal description must meet all the rules of the Texas Board of Professional Land Surveying and the Professional Land Surveying Practices Act and the Manual of Practice for Land Surveying in the State of Texas as published by the Texas Society of Professional Surveyors. The latest revision shall be used;
- 3.3.5. legal descriptions shall include sufficient information to identify the location, boundaries, monumentation, and area of the described tract, as well as its relationship to the parent tract out of which it is surveyed. Each legal description shall be accompanied by an exhibit plat that depicts the worded description. Legal descriptions and exhibit plats shall be reproduced on 8.5" x 11" size paper. All documents provided by the Professional must be legible. The exhibit plat or legal description should be able to stand alone; and
- 3.3.6. the Professional shall stake final easement boundaries.

3.4. SUBSURFACE UTILITY ENGINEERING. The Professional shall perform subsurface

utility engineering (“SUE”) as described below.

3.4.1. The Professional shall perform SUE “Quality Level A” as defined by the American Society for Civil Engineers, for up to ten (10) pothole locations. Level A includes physically locating the actual utility – often by ‘potholing.’ Once the utility is potholed it is located horizontally and vertically by survey measurements. This location is typically to the top of pipe, which should be noted on the drawing.

3.4.1.1. The Professional shall provide coordination for all utility locates/clearance and permitting required to conduct SUE potholes.

3.4.1.2. The Professional shall provide traffic control based on an estimated six (6) traffic control setups, depending on the directed dig site locations.

3.4.2. The Professional shall provide SUE “Quality Level B” as defined by the American Society for Civil Engineers, for up to 20,000 LF and for a corridor width of up to forty (40) feet, along the alignment of the pipeline as deemed necessary by the Professional and NBU. Level B includes two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods providing horizontal positioning of subsurface utilities to within approximately one (1) foot.

3.5. GEOTECHNICAL DATA REPORT. The Professional shall conduct a geotechnical investigation to complete a Geotechnical Data Report (“GDR”) for the Project as described below.

3.5.1. Field Exploration:

3.5.1.1. The Professional shall determine the required boring location along the Extension, exclusive of the NBU Headquarters property. The Professional shall provide the Extension boring location map that shows the exploratory boring within the vicinity of the proposed improvements and along the proposed water main alignment.

3.5.1.2. The Professional shall coordinate with NBU, City of New Braunfels, and Texas 811 regarding underground utilities within the vicinity of the planned boring location prior to commencement of the field exploration activities.

3.5.1.3. The Professional shall drill exploratory boring for the proposed improvements according to the schedule provided below:



- 3.5.1.3.1. one (1) boring to a maximum depth of twenty-five (25) feet below existing grade.
- 3.5.1.4. The boring method conducted along the Extension shall be advanced using standard rotary drilling equipment with continuous-flight augers or rotary wash methods. Subsurface samples shall be collected using 2-inch diameter split-spoon sampler in conjunction with the standard penetration test (“SPT”). Intermittent 3-inch diameter Shelby tube samples shall be collected in between the SPTs.
- 3.5.1.5. The Professional shall record groundwater observations within the boring at the time of drilling and at the completion of drilling and sampling.
- 3.5.1.6. The Professional shall backfill boring with auger cuttings upon completion of drilling and sampling.
- 3.5.1.7. The Professional shall patch boring drilled through pavement with like material (asphalt, concrete) upon completion of backfilling.
- 3.5.1.8. The Professional shall have personnel experienced in logging boring, directing the drilling, and handling and transporting the samples. The Professional shall provide visual classification of the subsurface stratigraphy in general accordance to the American Society for Testing and Materials, standard number D2488 and the Unified Soil Classification System during drilling and sampling.
- 3.5.2. The Professional shall provide laboratory testing to include the following:
  - 3.5.2.1. testing on samples obtained from the boring to determine soil classification and pertinent engineering properties of the subsurface materials;
  - 3.5.2.2. laboratory tests assigned for the specific subsurface materials encountered during exploration along the Extension, but which are expected to include the following number and type of tests:
    - 3.5.2.2.1. Atterberg limits tests (up to two (2) tests);
    - 3.5.2.2.2. percent passing the #200 sieve (up to two (2) tests);
    - 3.5.2.2.3. moisture content tests (up to three (3) tests); and
    - 3.5.2.2.4. unconfined compressive strength tests (with unit weights; up to two (2) tests).

3.5.3. The Professional shall prepare a GDR that includes the following information and recommendations, as applicable:

3.5.3.1. a summary of the field and laboratory sampling and testing program;

3.5.3.2. boring log and laboratory testing results;

3.5.3.3. a review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered;

3.5.3.4. trenchless construction feasibility and recommendations of auger boring and/or horizontal directional drilling;

3.5.3.5. general discussion of expected construction related issues; and

3.5.3.6. earthwork related recommendations for use during development of plans and specifications.

3.6. ENVIRONMENTAL AND CULTURAL INVESTIGATIONS. The Professional shall conduct an environmental and/or cultural study along the Extension, exclusive of the NBU Headquarters property. The Professional shall perform the following:

3.6.1. complete the desktop analysis and provide NBU field delineation of Waters of the U.S. and wetlands utilizing global positioning system equipment to identify areas that could contain jurisdictional waters and wetlands the information;

3.6.2. complete Wetland Determination Data Forms;

3.6.3. provide NBU a pedestrian survey to identify potential habitat for federally listed threatened and endangered species including potential karst habitat identification;

3.6.4. provide a coordination letter and desktop review to the Texas Historical Commission that identifies areas that would potentially require archeological pedestrian surveys and/or historical reconnaissance field surveys;

3.6.5. obtain identification of permits, clearances, and additional required actions.

3.7. DELIVERABLES. The Professional shall provide the field services deliverables during 100% Final Design as described in Table 1. The field service deliverables do not relate to the Rusch Ln PRV.

#### **Task 4. Permitting & Stakeholders**

4. The Professional shall coordinate the following stakeholders/agencies as described below.

4.1. NO CHANGE

4.2. NO CHANGE

4.3. NO CHANGE

4.4. NO CHANGE

4.5. DELIVERABLES. The Professional shall provide the permitting and stakeholder service deliverables during Permitting as described in Table 1 for all aspects of the Project other than the Rusch Ln PRV:

4.5.1. TCEQ permit/ approval letter - one (1) PDF electronic copy;

4.5.2. City of New Braunfels permit - one (1) PDF electronic copy;

4.5.3. Comal County permit - one (1) PDF electronic copy; and

4.5.4. TxDOT permit - one (1) PDF electronic copy.

4.6. DELIVERABLES. The Professional shall provide the separate permitting service deliverables for the Rusch Ln PRV design documents during Permitting as described in Table 2:

4.6.1. City of New Braunfels permit - one (1) PDF electronic copy; and

4.6.2. TxDOT permit - one (1) PDF electronic copy.

### **Task 5. Bid Phase Services**

5. Upon completion of the final design, the Professional shall proceed with the bid phase Services described below.

5.1. NO CHANGE

5.2. NO CHANGE

5.3. NO CHANGE

5.4. NO CHANGE

5.5. DELIVERABLES. The Professional shall provide bid service deliverables during the Bid Phase as described in Table 1 for all aspects of the Project other than the Rusch Ln PRV:

5.5.1. written responses to issues identified at the pre-bid conference in the form of addenda – each addendum shall be submitted as a PDF electronic copy;

5.5.2. letter of recommendation - one (1) PDF electronic copy; and

5.5.3. conformed construction documents - one (1) PDF electronic copy.

5.6. DELIVERABLES. The Professional shall provide separate bid service deliverables for the

Rusch Ln PRV design during the Bid Phase as described in Table 2:

- 5.6.1. written responses to issues identified at the pre-bid conference in the form of addenda – each addendum shall be submitted as a PDF electronic copy;
- 5.6.2. letter of recommendation - one (1) PDF electronic copy; and
- 5.6.3. conformed construction documents - one (1) PDF electronic copy.

## **Task 6. Construction Phase Services**

### 6. NO CHANGE

6.1. NO CHANGE

6.2. NO CHANGE

6.3. NO CHANGE

6.4. NO CHANGE

6.5. NO CHANGE

6.6. NO CHANGE

6.7. DELIVERABLES. The Professional shall provide the following deliverables during the Construction Phase as described in Table 1 for all aspects of the Project other than the Rusch Ln PRV:

6.7.1. project site visit memos and construction progress meeting minutes;

6.7.2. record drawings including plans and specifications in accordance with NBU standards, with features adjusted to the location of global positioning system (“GPS”) points collected in the field by the Contractor - one (1) PDF electronic copy; and one (1) georeferenced drawing (“.dwg”); and

6.7.3. asset information memorandum - one (1) PDF electronic copy.

6.8. The Professional shall provide the following deliverables for the Rusch Ln PRV during the Construction Phase as described in Table 2:

6.8.1. project site visit memos and construction progress meeting minutes;

6.8.2. record drawings including plans and specifications in accordance with NBU standards, with features adjusted to the location of GPS points collected in the field by the Contractor - one (1) PDF electronic copy; and one (1) georeferenced drawing (“.dwg”); and

6.8.3. asset information memorandum - one (1) PDF electronic copy.

**SUPPLEMENTAL SERVICES – NO CHANGE****TIME OF COMPLETION**

The Professional is authorized to commence work on the Services upon execution of this Agreement and agrees to complete these Services in accordance with the schedules below.

**Table 1**

<b>Project Milestones</b>	<b>Start Date</b>	<b>End Date</b>
Notice to Proceed	NO CHANGE	
90% Final Design	NO CHANGE	06/20/2025
100% Final Design	06/23/2025	09/26/2025
Permitting	09/29/2025	11/28/2025
Bid Phase	11/03/2025	04/30/2026
Construction Phase	05/01/2026	06/30/2027

**Table 2**

<b>Project Milestones</b>	<b>Start Date</b>	<b>End Date</b>
Notice to Proceed	12/16/2024	
90% Final Design	12/16/2024	02/14/2025
100% Final Design	02/17/2025	03/21/2025
Permitting	03/24/2025	05/23/2025
Bid Phase	04/28/2025	08/28/2025
Construction Phase	09/02/2025	01/20/2026

## Exhibit B

## Compensation

NBU agrees to pay the Professional for the Services and the Supplemental Services performed under this Agreement in accordance with the tables below and made part of this Agreement.

**Services**

NBU shall pay the Professional for the Services performed under this Agreement in an amount not to exceed \$818,567.

<b>Services Cost Breakdown</b>			
<b>Task</b>	<b>Original Agreement</b>	<b>Amendment No. 1</b>	<b>Total</b>
<b>Task 1: Project Management</b>	\$54,035	\$29,605	\$83,640
<b>Task 2: Final Design Phase</b>	\$163,415	\$109,330	\$272,745
<b>Task 3: Field Services</b>	\$12,000	\$171,127	\$183,127
<b>Task 4: Permitting &amp; Stakeholders</b>	\$53,985	\$20,395	\$74,380
<b>Task 5: Bid Phase</b>	\$10,775	\$14,710	\$25,485
<b>Task 6: Construction Phase</b>	\$116,930	\$62,260	\$179,190
<b>Total</b>	\$411,140	\$407,427	\$818,567

**Supplemental Services**

NBU shall pay the Professional for the Supplemental Services performed throughout the term of this Agreement in an amount not to exceed \$50,000; provided, however, that NBU must provide written approval in the form of a supplemental services agreement or contract amendment, as appropriate, prior to the Professional performing the Supplemental Services.





**Meeting Date:** August 29, 2024      **Agenda Type:** Consent Items for Action

**From:** Jeff Morriss  
Substations Manager      **Reviewed by:** Gretchen Reuer  
Director of Electric Services and  
Compliance

**Submitted by:** Mark Steelman  
Chief Operations Officer      **Approved by:** Ryan Kelso  
Chief Executive Officer

**RECOMMENDED ACTION:** Authorize the CEO or His Designee to Execute a Professional Services Agreement with Burns & McDonnell Engineering Company, Inc. for Substation Construction Management Services for the Breaker and a Half Upgrades at the Henne Substation

## **BACKGROUND**

This Professional Services Agreement between New Braunfels Utilities (“NBU”) and Burns & McDonnell Engineering Company, Inc. (“BMcD”) for Substation construction management services includes project communication facilitation, procurement facilitation, project management and planning, project controls, and on-site construction management services (the “Agreement”). NBU’s approved fiscal year 2025 through fiscal year 2026 capital plans include the Breaker and a Half transmission system upgrade project at the Henne Substation.

The key components of the Agreement include construction management services for (i) one (1) power circuit breaker removal, (ii) two (2) circuit switcher removals, (iii) five (5) power circuit breaker additions, and (iv) the switches, busswork, relaying and other appurtenances associated with those devices at the Henne substation (the “Project”).

NBU staff requests the Board of Trustees approve the Professional Services Agreement with BMcD to provide substation construction management services at the Henne substation to NBU.

This item is being presented to the Board because the total amount of this contract exceeds \$500,000.

## **FINANCIAL IMPACT**

The total contract amount for the Professional Services Agreement with BMcD for the Projects is \$1,335,935.00. The Project is budgeted within the Fiscal Year 2025 through Fiscal Year 2026 NBU Board-approved Capital Improvement Projects Budget.

## **LINK TO STRATEGIC PLAN**

## **Infrastructure and Technology**

### **EXHIBITS**

---

1. Professional Services Agreement with Burns & McDonnell Engineering Company, Inc.

**PROFESSIONAL SERVICES AGREEMENT FOR THE  
HENNE SUBSTATION BREAKER AND A HALF PROJECT**

This **PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered by and between **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), and **BURNS & MCDONNELL ENGINEERING COMPANY, INC.**, a Missouri corporation authorized to transact business in the State of Texas (the “Professional”). For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term of Agreement. This Agreement shall become effective the date on which the last party to this Agreement executes this Agreement and this Agreement shall not be binding until executed by all parties (the “Effective Date”). Once this Agreement is executed by both parties, this Agreement shall remain in effect until the completion date specified in Exhibit A, unless terminated as provided for in this Agreement. Subject to Section 271.904 of the Texas Local Government Code, as amended, Exhibit A shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks related to the Services (hereinafter defined).

Section 2. Scope of Services.

(A) The Professional shall perform the services described in Exhibit A (the “Services”) within the timeframe specified therein. The time limits for the Services stated in Exhibit A are of the essence of the Agreement. By executing this Agreement, the Professional confirms that the timeframe in Exhibit A is a reasonable period for performing the Services. The scope of work described in the Services constitutes the “Project.”

(B) The quality of Services provided hereunder shall be of the level of professional quality performed by professionals regularly rendering this type of service.

(C) The Professional shall perform the Services in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by NBU except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) Amount. The Professional shall be paid the amount set forth in Exhibit B as described herein.

(B) Billing Period. NBU shall pay the Professional within thirty (30) days after receipt and approval of invoices and based upon work satisfactorily performed and completed to date. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. In

the event any uncontested portions of any invoice are not paid within thirty (30) days of receipt and approval of the Professional's invoice, the Professional shall have the right to suspend work.

(C) Reimbursable Expenses. Any and all reimbursable expenses related to the Project shall be described in the Services defined in Exhibit A and accounted for in the total compensation amount in Exhibit B. If these items are not specifically accounted for in both Exhibit A and Exhibit B, NBU shall not be required to pay such amounts unless otherwise agreed to in writing by both parties or unless agreed to pursuant to Section 4 of this Agreement.

#### Section 4. Changes to the Project Work; Additional Work.

(A) Changes to Work. The Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work as set forth in Section 8. If NBU finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by NBU and such services shall be considered as additional work and paid for as specified under the following paragraph.

(B) Additional Work. NBU retains the right to make changes to the Services at any time by a written contract amendment. Work that is clearly not within the general description of the Services under this Agreement must be approved in writing by NBU by contract amendment before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Services described in Exhibit A and therefore constitutes additional work, the Professional shall promptly notify NBU of that opinion in writing. If NBU agrees that such work does constitute additional work, then NBU and the Professional shall execute a contract amendment for the additional work and NBU shall compensate the Professional for the additional work on the same basis of the rates for the Services contained in Exhibit B. If the changes deduct from the extent of the scope of work for the Services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by the Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by NBU shall be delivered to and become the property of NBU. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to NBU after compensation has been paid to Professional without restriction or limitation on the further use of such materials; however, such materials are not intended or represented to be suitable for reuse by NBU or others. Any reuse of the materials related to the Services without prior verification or adaptation by the Professional for the specific purpose intended will be at NBU's sole risk and without liability to the Professional. Where applicable, the Professional shall retain all pre-existing proprietary rights in the materials provided to NBU but shall grant to NBU a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at the Professional's expense, have copies made of the documents or any other data furnished to NBU under or pursuant to this Agreement.

Section 6. Personnel. The Professional shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. The Professional agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to NBU. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Professional shall immediately notify NBU of same and shall replace such personnel with personnel possessing substantially equal ability and qualifications.

Section 7. Licenses; Materials. The Professional shall maintain in current status all federal, state, and local licenses and permits required for the Professional to perform the Services and operate its business. NBU has no obligation to provide the Professional, its employees or subcontractors any business registrations or licenses required to perform the Services described in this Agreement. NBU has no obligation to provide tools, equipment, or materials to the Professional.

Section 8. Professional's Seal; Standard of Care. To the extent the Professional has a professional seal, the Professional shall place such seal on all final documents and data furnished by the Professional to NBU. Preliminary documents released from a license holder's control shall identify the purpose of the document, the engineer(s) of record and the engineer license number(s), and the release date on the title sheet of bound engineering reports, specifications, details, calculations or estimates, and each sheet of plans or drawings regardless of size or binding. As required by Section 271.904 of the Texas Local Government Code, as amended, all services provided under this Agreement will be performed with the professional skill and care ordinarily provided by competent engineers or architects, as applicable, practicing under the same or similar circumstances and professional license. The Professional shall perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as applicable. The plans, specifications, and data provided by the Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by NBU and the Professional. NBU acknowledges that the Professional does not have control over the methods or means of work or the costs of labor, materials, or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees. If the Professional fails to meet the foregoing standard of care, the Professional will re-perform at its own cost, and without reimbursement from NBU, the professional services necessary to correct negligent errors and omissions that are caused by the Professional's failure to comply with the above standards and practices.

Section 9. Indemnification.

**(A) GENERAL. TO THE EXTENT PERMITTED BY LAW, INCLUDING SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS NBU AND EACH BOARD MEMBER, OFFICER, AND EMPLOYEE, (NBU AND ANY SUCH PERSON BEING HEREIN CALLED AN "INDEMNIFIED PARTY") FOR, FROM AND AGAINST ANY AND**

**ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY ANY INDEMNIFIED PARTY FOR A THIRD PARTY CLAIM OR ANY CLAIM BY OR FROM AN EMPLOYEE, AGENT OR SUBCONTRACTOR OF THE PROFESSIONAL TO THE EXTENT:**

- i. DUE TO THE VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE, OR OTHER LEGAL REQUIREMENT IN THE PERFORMANCE OF THIS AGREEMENT, BY THE PROFESSIONAL, ITS AGENT, EMPLOYEE, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL;**
- ii. CAUSED BY OR RESULTING FROM ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN VIOLATION OF PROFESSIONAL'S STANDARD OF CARE, BY THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL;**
- iii. CAUSED BY OR RESULTING FROM ANY CLAIM ASSERTING INFRINGEMENT OR ALLEGED INFRINGEMENT OF A PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT IN CONNECTION WITH THE INFORMATION FURNISHED BY OR THROUGH THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL, PROVIDED THIS INDEMNITY OBLIGATION WILL NOT APPLY TO THE EXTENT THAT THE PATENT OR PROPRIETARY OR INTELLECTUAL PROPERTY THAT IS A SUBJECT OF ANY ALLEGED INFRINGEMENT OR IMPROPER USE CLAIM WAS SUPPLIED IN ACCORDANCE WITH NBU'S DESIGN OR INSTRUCTION AND WHERE COMPLIANCE WITH NBU'S DESIGN AND INSTRUCTION CAUSED THE PROFESSIONAL TO DEVIATE FROM ITS NORMAL COURSE OF PERFORMANCE OR THE INFRINGING WORK PRODUCT WAS MODIFIED BY NBU;**
- iv. DUE TO THE FAILURE OF THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL TO PAY THEIR CONSULTANTS OR SUBCONSULTANTS AMOUNTS DUE FOR SERVICES PROVIDED IN CONNECTION WITH THE PROJECT; OR**
- v. CLAIMS, DAMAGES, LOSSES OR EXPENSES ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT SUCH CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES ARE CAUSED BY OR RESULT FROM ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF THE PROFESSIONAL, ITS AGENT, ANY CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.**

**(B) REIMBURSEMENT OF NBU'S FEES IN DEFENSE OF CLAIMS. TO THE EXTENT NBU INCURS ATTORNEY'S FEES IN DEFENSE OF ANY CLAIM ASSERTED AGAINST NBU THAT ARISES OR**



**RESULTS FROM THE ALLEGED ACTS OR OMISSIONS OF THE PROFESSIONAL DESCRIBED IN THIS SECTION, THE PROFESSIONAL SHALL REIMBURSE NBU ITS REASONABLE ATTORNEY’S FEES IN PROPORTION TO THE PROFESSIONAL’S LIABILITY FOUND AFTER A FINAL ADJUDICATION OF LIABILITY.**

The obligations of the Professional under this Section shall survive the termination of this Agreement.

Section 10. Insurance.

(A) General.

- i. Insurer Qualifications. Without waiving any obligations or liabilities of the Professional, the Professional shall purchase and maintain, at its own expense, hereinafter stipulated insurance with insurance companies authorized to do business in the State of Texas with an A.M. Best, Inc. rating of A- VII or above with policies reasonably satisfactory to NBU. Failure to maintain insurance as specified herein may result in termination of this Agreement at NBU’s option.
- ii. No Representation of Coverage Adequacy. By requiring insurance, NBU does not represent that coverage and limits will be adequate to protect the Professional. NBU reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency will not relieve the Professional from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- iii. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall include, to the fullest extent permitted by law for claims arising out of the Services under this Agreement, NBU, its officers, directors, officials and employees as an Additional Insured (CG 2010 1001 and CG 2037 1001 or an equivalent on the general liability policy) as specified under the respective coverage sections of this Agreement.
- iv. Coverage Term. All insurance required herein shall be maintained in full force and effect until all the Services required to be performed under the terms of this Agreement are performed and completed unless specified otherwise in this Agreement.
- v. Primary Insurance. The Professional’s Commercial General Liability and Auto Liability insurance shall be primary insurance over NBU’s insurance of the same type and form with respect to performance of this Agreement and in the protection of NBU as an Additional Insured.

- vi. Claims Made. In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage will be maintained, for three years after the conclusion of the term of this Agreement. Such coverage will be evidenced by submission of annual certificates of insurance stating applicable coverage is in force and containing provisions as required herein for the three-year period.
- vii. Waiver. All policies (except for Professional Liability, if applicable) where allowed by law, including Workers’ Compensation insurance, will contain a waiver of rights of recovery (subrogation) against NBU, its officials, officers and employees for claims arising out of the Services performed by the Professional. The Professional shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto. NBU and Professional waive all rights of recovery (subrogation) against each other and their officers, directors, agents, or employees for claims of property damage covered by casualty insurance (including self-insurance) arising out of the Services performed by the Professional.
- viii. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. The Professional shall be solely responsible for any such deductible or self-insured retention amount.
- ix. Use of Subcontractors. The Professional shall not use subcontractors for all or any work under this Agreement without the prior written consent of NBU in its sole discretion. If any work under this Agreement is subcontracted in any way, the Professional shall make commercially reasonable efforts to execute written agreements with its subcontractors containing the indemnification provisions set forth in this Agreement and insurance requirements set forth herein. The Professional shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the proof of insurance requirements.
- x. Evidence of Insurance. Prior to the Effective Date of this Agreement, the Professional shall provide suitable evidence of insurance to NBU, which confirms that all required insurance policies are in full force and effect. Evidence of insurance shall be in a form reasonably acceptable to NBU. Confidential information such as the policy premium may be redacted from the documents evidencing each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. NBU will rely upon requested insurance, including, but not limited to, certificates of insurance, relevant endorsements, schedule of forms and endorsements, or other policy language as evidence of coverage but such acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it will be the Professional’s responsibility to forward renewal certificates and evidence of insurance to NBU prior to the expiration date.

(B) Required Insurance Coverage. Any of the coverage set forth below may be waived by NBU in its sole discretion, but any such waiver must be signed by an authorized representative of NBU on or before the Effective Date of this Agreement.

- i. Commercial General Liability. The Professional shall maintain “occurrence” form Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, bodily injury, and property damage. Third party action over coverage must not be specifically excluded. To the fullest extent allowed by law, for claims arising out of the Services under this Agreement, NBU, its officers, officials and employees shall be included as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be equal or broader in coverage scope than underlying insurance.
- ii. Auto Liability. The Professional shall maintain Automobile Liability insurance with a limit of \$1,000,000 each accident combined single limit on the Professional’s owned or hired and non-owned vehicles, as applicable, assigned to or used in the performance of the Services by the Professional under this Agreement. To the fullest extent allowed by law, for claims arising out of the Services under this Agreement, NBU, its officers, directors, officials and employees shall be included as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be equal or broader in coverage scope than underlying insurance.
- iii. Professional Liability. The Professional shall maintain Professional Liability insurance covering negligent acts, errors and omissions arising out of the Services performed by the Professional, or anyone employed by the Professional, or anyone for whose negligent acts, mistakes, errors and omissions the Professional is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall be maintained for three years after the conclusion of the term of this Agreement, and the Professional shall be required to submit certificates of insurance and other requested information evidencing proper coverage is in effect as required above. Confidential information such as the policy premium or proprietary information may be redacted from the insurance information requested, provided that such redactions do not alter any of the information required by this Agreement.
- iv. Workers’ Compensation and Employer’s Liability Insurance. The Professional shall maintain Workers’ Compensation insurance to cover the Professional’s employees engaged in the performance of the Services under this Agreement and shall also maintain Employers Liability Insurance of \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.

(C) Cancellation Notice. Insurance required herein shall not be canceled or be non-renewed without thirty (30) days' prior written notice to NBU.

#### Section 11. Termination.

(A) For NBU's Convenience. This Agreement is for the convenience of NBU and, as such, may be terminated by NBU for any reason upon thirty (30) days' written notice by NBU to the Professional. Upon termination for convenience, the Professional will be paid for the Services performed through the date of termination and out-of-pocket costs incurred by the Professional under the Agreement, provided any such costs are supported by documentation reasonably satisfactory to NBU. By written notice to NBU, the Professional may suspend work if the Professional reasonably determines that working conditions at the site (outside the Professional's control) are unsafe, or in violation of applicable laws, or in the event NBU has not made timely payment in accordance with this Agreement, or for other circumstances not caused by the Professional that are materially interfering with the normal progress of the work. The Professional's suspension of work hereunder shall be without prejudice to any other remedy of the Professional at law or equity.

(B) For Cause. If either party violates any provision or fails to perform any obligation of this Agreement and such party fails to cure its nonperformance within thirty (30) days after written notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity, subject to the limitations in this Agreement. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within thirty (30) days, then the defaulting party will have such additional period of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (i) provides written notice to the non-defaulting party and (ii) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event will any such cure period exceed ninety (90) days. Only one notice of nonperformance will be required during the term of this Agreement and in the event of a second breach or violation, the nondefaulting party may immediately terminate this Agreement without notice to the defaulting party. In the event of any termination for cause by NBU, payment will be made by NBU to the Professional for the undisputed portion of its fee due as of the termination date less any offsets to which NBU may be entitled under the terms of this Agreement.

(C) Non-Collusion. The Professional represents and warrants that the Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to NBU under this Agreement. If NBU determines that the Professional gave, made, promised, paid or offered any gift, bonus, commission, money, or other consideration to NBU or any of its officers, agents, or employees to secure this Agreement, NBU may elect to cancel this Agreement by written notice to the Professional. The Professional further agrees that the Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from NBU pursuant to this Agreement) for any of the Services performed by the Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to the Professional, the Professional shall

immediately report that fact to NBU and, NBU, at its sole option, may elect to cancel this Agreement by written notice to the Professional.

(D) Agreement Subject to Appropriation. This Agreement is subject to appropriation of funds. The provisions of this Agreement for payment of funds by NBU shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. NBU shall be the sole judge and authority in determining the availability of funds under this Agreement and NBU shall keep the Professional fully informed as to the availability of funds for the Agreement. The obligation of NBU to make any payment pursuant to this Agreement is a current expense of NBU, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of NBU. If sufficient funds are not appropriated to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year, and NBU and the Professional shall be relieved of any subsequent obligation under this Agreement; provided the Professional will be paid for any Services and out-of-pocket costs incurred by the Professional through the date of termination in the same manner as described in Section 11(A).

## Section 12. Miscellaneous.

(A) Independent Contractor. The Professional acknowledges that the Professional is an independent contractor of NBU and is not an employee, agent, official or representative of NBU. The Professional shall not represent, either expressly or through implication, that the Professional is an employee, agent, official or representative of NBU. Income taxes, self-employment taxes, social security taxes and the like shall be the sole responsibility of the Professional.

(B) Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Comal County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Comal County, Texas, or the United States District Court – Western District of Texas.

(C) Compliance with Laws. The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish satisfactory proof of compliance to NBU.

(D) Amendments. This Agreement may only be amended, modified, or supplemented by a written amendment signed by persons duly authorized to enter into contracts on behalf of NBU and the Professional.

(E) Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then

upon the application of either party, the Agreement shall promptly be physically amended to make such insertion or correction.

(F) Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(G) Entire Agreement; Interpretation; Parol Evidence. This Agreement and the related Exhibits constitute the entire agreement of the parties with respect to the subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded thereby. No representations, inducements or oral agreements have been made by any of the parties except as expressly set forth in this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement.

(H) No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be null and void.

(I) Subcontractors. The Professional shall not transfer any portion of the work related to the Services under this Agreement to any subcontractor without the prior written consent of NBU, which consent shall not be unreasonably withheld. The approval or acquiescence of NBU in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Professional.

(J) Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(K) Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which will be deemed to have accrued on the commencement of such action.



(L) Liens. Provided that NBU is not in default of its payment obligations, all materials or services provided under this Agreement shall be free of all liens and, if NBU requests, a formal release of all liens shall be delivered to NBU.

(M) Offset.

- i. Offset for Damages. In addition to all other remedies at law or equity, NBU may offset from any money due to the Professional any amount the Professional owes to NBU for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement, including but not limited to all costs, expenses, fines, fees, and charges associated with obtaining performance from alternative sources, shipping, handling, materials, equipment rental, travel expenses and associated costs.
- ii. Offset for Delinquent Fees or Taxes. NBU may offset from any money due to the Professional any amount the Professional owes to NBU for delinquent fees, including any interest or penalties.

(N) Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to NBU:

New Braunfels Utilities  
 Attn: Director of Electric Services and Compliance  
 263 Main Plaza  
 New Braunfels, TX 78130

With copy to:

Purchasing Manager  
 New Braunfels Utilities  
 355 FM 306  
 New Braunfels, TX 78130

If to the Professional:

Burns & McDonnell Engineering Company, Inc  
 9400 Ward Pkwy  
 Kansas City, MO 64114

or at such other address, and to the attention of such other person or officer, as any party may designate by providing thirty (30) days' prior written notice of such change to the other party in

the manner set forth in this Section. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

(O) Confidentiality of Records. The Professional shall establish and maintain procedures and controls that are acceptable to NBU for the purpose of ensuring that information contained in its records or obtained from NBU or from others in carrying out the Professional's obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Professional's duties under this Agreement. Persons requesting such information should be referred to NBU. The Professional also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Professional as needed for the performance of duties under this Agreement.

(P) Right to Audit. NBU shall have the right to examine and audit the books and records of the Professional with regard to the Services, or any subsequent changes, at any reasonable time during the term of this Agreement and within two (2) years after termination of this Agreement. Such books and records shall be maintained in accordance with generally accepted principles of accounting and shall be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement. Notwithstanding anything to the contrary herein, in no event shall NBU be entitled to audit the composition of any agreed upon fixed rates or percentage multipliers nor shall it be entitled to audit any rates, charges, costs, hours worked or expenses related to work performed on a lump sum or fixed price basis.

(Q) Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

(R) Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

(S) Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

(T) Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

(U) Exhibits. Except as specified in Subsection (V) of this Section, all exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

(V) Conflicting Terms. In the case of any conflicts between the terms of this Agreement and the Exhibits, the statements in the body of this Agreement shall govern. The Exhibits are intended to detail the technical scope of services, fee schedule, and the term of the contract only and shall not dictate Agreement terms.

(W) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

(X) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(Y) Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of NBU. NBU reserves the right to obtain like goods and services from another source when necessary.

Section 13. Force Majeure. If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances that are beyond the reasonable control of such party (which circumstances may include, without limitation, acts of God, war, acts of civil disobedience, epidemic, pandemic, fire or other casualty, shortage of materials, adverse weather conditions (such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados), labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. In no event will any delay or failure of performance caused by any force majeure condition extend this Agreement beyond its stated Term unless both parties agree in writing to such extension in an amendment to this Agreement. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not

be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

Section 14. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271 of the Texas Local Government Code, as amended, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties shall first attempt to resolve the dispute by taking the steps described in this Section. First, the dissatisfied party shall deliver to the other party a written notice substantially describing the nature of the dispute, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. Second, if the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give five (5) days' written notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. Third, if those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 15. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. The Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, as amended.

Section 16. Information Technology

(A) Limited Access. If necessary for the fulfillment of the Agreement, NBU may provide the Professional with non-exclusive, limited access to NBU's information technology infrastructure. The Professional understands and agrees to abide by NBU policies, standards, regulations and restrictions regarding access and usage of NBU's information technology infrastructure. The Professional shall reasonably enforce such policies, standards, regulations and restrictions with all the Professional's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement. The Professional's employees, agents and subcontractors must receive prior, written approval from NBU before being granted access to NBU's information technology infrastructure and data and NBU, in its sole determination, shall determine accessibility and limitations thereto. The Professional agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Professional. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

(B) Data Confidentiality. All data, regardless of form, including originals, images and reproductions, transmitted to the Professional in connection with this Agreement is confidential, proprietary information owned by NBU. Except as specifically provided in this Agreement, the Professional shall not intentionally disclose data generated in the performance of the Services to any third party other than a subcontractor without the prior, written consent of NBU.

(C) Data Security. Personal identifying information, financial account information, or restricted NBU information, whether electronic format or hard copy, is confidential and must be secured and protected at all times to avoid unauthorized access. At a minimum, the Professional must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

(D) Compromised Security. In the event that data collected or obtained by the Professional in connection with this Agreement is believed to have been compromised or in the event of a Security Incident, as defined by Section 2054.603 of the Texas Government Code, the Professional shall notify NBU within twenty-four (24) hours of discovery of such compromise or Security Incident. **TO THE EXTENT PERMITTED BY SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, THE PROFESSIONAL SHALL INDEMNIFY AND HOLD NBU HARMLESS FROM ANY CLAIMS RESULTING FROM A VIOLATION OF THIS SECTION BY PROFESSIONAL.**

(E) Survival. The obligations of the Professional under this Section shall survive the termination of this Agreement.

Section 17. Prohibition on Contracts with Companies Boycotting Israel. The Professional hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. The foregoing verification is made solely to comply with Section 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “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. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 18. Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited. The Professional represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law and excludes the Professional and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal

sanctions regime relating to a foreign terrorist organization. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 19. Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia. If the Professional is granted direct or remote access to or control of critical infrastructure in the State of Texas under this Agreement, the Professional represents the following:

- (A) it is not owned by or the majority of stock or other ownership interest in the Professional is not held or controlled by:
  - i. individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the Texas Government Code, as amended (“designated country”); or
  - ii. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
- (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

The foregoing representation is made solely to comply with Chapter 2275 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, “critical infrastructure” means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. “Affiliate,” with respect to a company entering into an agreement in which the critical infrastructure is electric grid equipment, has the meaning assigned by the protocols of the independent organization certified under Section 39.151, Utilities Code, for the ERCOT power region.

Section 20. Prohibition on Contracts with Companies Boycotting Energy Companies. The Professional hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2276 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2276.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “boycott energy companies” has the meaning used in Section 809.001 of the Texas Government Code, as amended. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 21. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. The Professional hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent



this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. The Professional understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Professional and exists to make a profit.

Section 22. Texas Public Information Act. The Professional recognizes that NBU is subject to the disclosure requirements of the Texas Public Information Act (the “PIA”). As part of its obligations within this Agreement, the Professional agrees, at no additional cost to NBU, to cooperate with NBU for any particular needs or obligations arising out of the NBU’s obligations under the PIA. This acknowledgement and obligation are in addition to and complimentary to the NBU’s audit rights in Section 12(P).

This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU in a fiscal year of NBU.

The Professional must (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to NBU for the duration of the Agreement; (2) promptly provide to NBU any contracting information related to the Agreement that is in the custody or possession of the Professional on request of NBU; and (3) on completion of the Agreement, either:

- (i) provide at no cost to NBU all contracting information related to the Agreement that is in the custody or possession of the Professional; or
- (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to NBU.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Professional agrees that the Agreement can be terminated if the Professional knowingly or intentionally fails to comply with a requirement of that subchapter.

Section 23. Electronic Signatures. Pursuant to Chapter 322 of the Texas Business and Commerce Code, as amended, the parties agree to the use of electronic signatures herein and that the use of an electronic signature, whether digital or encrypted, is intended to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Each party further agrees that if it agrees to conduct a transaction by electronic means in this Agreement, it may refuse

to conduct other transactions by electronic means and that such right may not be waived by this Agreement.

Section 24. Liability Limitations. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANTICIPATED PROFITS OR REVENUES, DAMAGES OR LOSSES IN THE NATURE OF REPLACEMENT POWER, LOST PRODUCTION, OR CLAIMS BY CUSTOMERS. THE TOTAL AGGREGATE LIABILITY OF PROFESSIONAL TO NBU FOR ANY AND ALL LIABILITIES, COSTS, EXPENSES, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED TWO MILLION DOLLARS (\$2,000,000), EXCEPT THAT PROFESSIONAL'S INDEMNIFICATION LIABILITY FOR THIRD PARTY CLAIMS SHALL NOT BE SUBJECT TO THIS LIMITATION. TO THE FULLEST EXTENT ALLOWED BY LAW, RELEASES FROM, WAIVERS OF, AND LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING THE BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY OF LEGAL LIABILITY OF THE PARTY RELEASED OF WHOSE LIABILITY IS LIMITED.

Section 25. Construction Phase Services.

The Professional may provide construction observation services as part of the Services for the Project, for which the Professional shall function as NBU's agent and as an extension of NBU's staff. Project site visits by the Professional during the construction phase of the Project shall not make the Professional responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the contract documents. NBU agrees to release the Professional from all liability and damages related to any pollutant, contaminant, or toxic or hazardous substance at the Project site unless the pollutant, contaminant, or toxic or hazardous substance was deposited or stored at the site by the Professional.

*(The remainder of this page intentionally left blank)*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NBU:**  
**NEW BRAUNFELS UTILITIES,**  
a Texas municipally owned utility

By: \_\_\_\_\_  
Name: Ryan Kelso  
Title: Chief Executive Officer

**PROFESSIONAL:**  
**BURNS & MCDONNELL ENGINEERING COMPANY, INC.,**  
a Missouri corporation authorized to transact  
business in the State of Texas

By: Woody McOmber  
Name: Woody McOmber  
Title: Vice President

## Exhibit A

### Services

The Professional shall provide project management and planning services, project controls, construction management support services, and procurement support services, as more fully described in this scope for the 138 kilovolt (kV) breaker and a half upgrades within the Henne Substation located at the end of Goodwin Lane, New Braunfels, Texas 78130 (the “Project”).

NBU is the owner of the Henne Substation; however, the Lower Colorado River Authority (“LCRA”) has assets inside the substation. LCRA will also be upgrading its facilities in the Henne Substation. The existing station is in a single bus single breaker configuration and will be updated to a breaker and a half configuration. LCRA will be adding new circuit breakers and switches to meet the LCRA TSC minimum 138-kV design standards (3000 amps or higher). All upgrades will take place within the existing substation fence boundary and during the same timeline. The Professional shall facilitate coordination and communication between NBU, LCRA, other consulting engineering firms, suppliers, and contractors in support of NBU’s materials deliveries and construction activities related to the Project.

#### **I. SCOPE OF SERVICES**

##### **A. Project approach and review meetings:**

1. The Professional shall provide progress reports about the Project to NBU via e-mail on a monthly basis. Reports shall indicate work performed for that period, upcoming work, percent complete, and any outstanding issues. The Professional shall hold monthly meetings with NBU to review progress of this Project.
2. The Professional shall work with NBU in developing and maintaining the Project schedule, including all major milestones, material procurement, and construction. The Professional shall continue to maintain and update the schedule as the Project progresses and additional milestones, tasks, and complexities are identified and/or refined.

##### **B. Procurement facilitation:**

1. NBU shall identify and procure materials required for the Project. The construction contractor may be responsible for additional minor materials as determined and identified by NBU in writing.
2. The Professional shall report on the schedule of NBU procured materials utilizing feedback from NBU status updates. The Professional shall input procurement updates into the Project schedule to track critical path activities throughout the Project.

##### **C. Project management and planning:**

1. The Professional shall perform the following services related to the preliminary construction management for the Project:
  - a. hold a Project kickoff meeting with NBU to discuss the following:

- i. Project administrative procedures and designated contact people;
  - ii. scope of work and Project schedule;
  - iii. required site investigations and coordination needs; and
  - iv. following the meeting, the Professional shall walk the site with NBU personnel;
- b. develop a preliminary schedule of all construction activities, gathering information from construction contractors through the selection process, and work with NBU to understand Project drivers and develop a mutually agreeable schedule for the construction work; and
  - c. work with NBU to evaluate construction proposals and provide a construction contractor recommendation, if applicable.
2. The Professional shall perform the following services throughout the course of active construction:
    - a. manage the overall Project schedule and Project deliverables;
    - b. coordinate with NBU's chosen construction contractors to ensure schedule adherence;
    - c. manage weekly construction meetings on behalf of NBU with NBU's chosen construction contractors;
    - d. validate that materials to be provided by NBU's contractors are purchased in timely manner to support construction activities;
    - e. perform on-site kickoff meetings with each of NBU's chosen construction contractors;
    - f. manage construction processes via Procore (Requests for Information, submittals, drawings, specifications, as-builts);
    - g. coordinate construction activities and planning with LCRA throughout the course of construction; and
    - h. review subcontractor invoices to validate completion of billed activities.

#### **D. Project controls:**

1. The Professional shall assign a senior project manager to manage Project integration, scope, schedule, cost, quality, Project resources, communications, risk analysis and management, materials deliveries, and stakeholder engagement as NBU directs, to include the following:
  - a. develop and execute a Project management plan that defines how scope, schedule, cost, quality, resource management, communications, risk, deliveries, and stakeholder engagements will be managed;
  - b. manage quality of construction products by ensuring they are constructed in accordance with approved plans, specifications, and contractual requirements;
  - c. direct, manage, monitor, and control Project work such that Project resources are utilized efficiently, and Project scope, schedule, and cost are only changed through the official process;
  - d. manage Project knowledge such that Project stakeholders are engaged appropriately, and Project documentation and data is collected, preserved, and delivered to NBU in a timely manner;
  - e. manage Project risks by registering risks as they are discovered, collaborating with the appropriate stakeholders to analyze and develop a response or mitigation to each

- risk, and implementing the collaborative response;
  - f. administer a change management process that ensures adherence to established agreements and applicable statutes to control changes to Project scope, schedule, and cost;
  - g. monitor and control Project material deliveries ensuring that pre-ordered material lead times align with Project schedule, deliveries are made when personnel can be on site to receive and inspect them, address problems with materials deliveries through collaboration with Project stakeholders as appropriate; and
  - h. coordinating communication with Project stakeholders through phone calls, emails, and meetings.
2. The Professional shall submit all Project controls deliverables as supporting documentation in order for NBU to approve the Professional's invoices. These submittals will be a condition to release of payments to the Professional.

**E. On-site construction management:**

1. The Professional shall provide one (1) qualified on-site construction manager for mobilization, demolition, construction, testing, and demobilization activities associated with the Project. The Professional's on-site construction manager shall provide the following services during construction:
- a. perform Project orientations upon mobilization of new construction contractors;
  - b. coordinate, schedule, and supervise construction contractors;
  - c. verify NBU contractor receives and inspects materials in a timely manner;
  - d. provide quality inspection and sign off throughout the duration of the Project (NBU's construction contractor shall be responsible for complete Quality Assurance/Quality Control documentation);
  - e. verify as-builts are being collected throughout construction;
  - f. manage construction punch list and final sign-off; and
  - g. coordinate with any NBU representatives for necessary inspections.

**II. LIMITATIONS AND CLARIFICATIONS:**

- A. The following limitations, clarifications, and assumptions will apply:
1. The substation construction scope is limited to the following NBU owned assets of the 138kV Henne Substation and their associated switches, busswork, relaying, and other appurtenances:
    - a. removal of circuit breaker 5870;
    - b. removal of circuit switchers 4445 and 27285;
    - c. addition of circuit breaker 46600, 46610, 46620, 46640, 46630; and
    - d. addition of terminal position for future circuit breaker 46650.
  2. NBU will respond to requests and revisions within five (5) business days.
  3. The Professional shall use the NBU provided drawings and information as complete and accurate without any modifications.
  4. The Professional will not be responsible for safety management of the Project or the construction contractors. NBU agreement(s) with the construction contractor will address the safety of contractor activities.

5. The compensation set out in Exhibit B is based on the expectation that the construction Project schedule includes construction crews working five, ten-hour days weekly until the Project is complete.
6. NBU will provide a dedicated desk for the Professional within NBU's onsite control house throughout the duration of construction and a portable toilet or porta-john.
7. Due to the construction sequencing being reliant on LCRA unknown activities, construction was assumed to begin at earliest start date and finish at in-service date. Efficiencies may be provided by the Professional once construction sequencing is known.
8. Subject to Section 10 of the Agreement, the Professional will not provide any insurance beyond the terms of the Agreement.
9. The Professional will coordinate switching activities but will not be responsible for performing physical switching activities.

### **III. OWNER PROVIDED INFORMATION**

- A. NBU will provide, in connection with this Agreement, the following:
  1. NBU shall provide contact information for external stakeholders and facilitation of introductions to the Professional's team.
  2. NBU will procure materials. If the procurement involves solicitation, NBU will select and approve the winning bidder and manage procurement of materials.
  3. NBU shall contract for construction.
  4. NBU's construction contractor shall be responsible for all construction-related permitting, traffic control plans, and One-Call utility locates.

#### **Supplemental Services**

Pursuant to Section 4(B) of this Agreement, the Professional shall seek prior written approval from NBU before commencing work on any Supplemental Services described in this Section. If NBU requests the Professional to perform the Supplemental Services, NBU and the Professional shall execute a supplemental services agreement or contract amendment, as appropriate, detailing the Supplemental Services to be performed and the completion date. The Supplemental Services shall only include Project specific professional engineering services contemplated by Chapter 2254 of the Texas Government Code. The Professional acknowledges the contract duration will not increase as a result of engaging the Supplemental Services unless noted in the supplemental services agreement or contract amendment, as appropriate.



## **TIME OF COMPLETION**

The Professional is authorized to commence work on the Services of the Project upon execution of this Agreement and agrees to complete these Services in accordance with the schedule below.

<b>Task</b>	<b>Date</b>
Notice to Proceed	1/23/2025
Construction Contractor Proposal Evaluation & Recommendations	1/24/2025 - 1/30/2025
Project Schedule Complete	No later than 6/1/2025
Procurement Facilitation	6/1/2025 – 10/31/2025
<b>Construction</b>	
Construction Management	8/1/2025 – 5/15/2026
Project Closing	5/16/2026 - 7/31/2026

Exhibit B  
Compensation

NBU agrees to pay the Professional for the Services and the Supplemental Services rendered under this Agreement in accordance with the tables below and made a part of this Agreement.

**Services**

NBU shall pay the Professional for the Services during the term of this Agreement in an amount not to exceed \$1,335,935 as further described in the table below and made a part of this Agreement.

<b>Item</b>	<b>Cost</b>
Services, including Project management and planning, Project controls, and on-site construction management	<b>\$1,214,486</b>
<b>Total</b>	<b>\$1,214,486</b>

**Supplemental Services**

NBU shall pay the Professional for the Supplemental Services performed throughout the term of this Agreement in an amount not to exceed \$121,449; provided, however, that NBU must provide written approval in the form of a supplemental agreement or contract amendment, as appropriate, prior to the Professional performing the Supplemental Services.



---

**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:**                Kenneth Allen                                **Reviewed by:** Shawn Schorn  
                                 Fleet & Facilities Manager                                Director of Business Planning

**Submitted by:** Mark Steelman                                **Approved by:** Ryan Kelso  
                                 Chief Operations Officer                                Chief Executive Officer

**RECOMMENDED ACTION:** Authorize the CEO or His Designee to Negotiate and Execute a Cooperative Agreement with Doggett Freightliner of South Texas, LLC for the Purchase of One (1) Freightliner Sewer Equipment 900 ECO 12-Yard Combo Unit

---

**BACKGROUND**

To equip new service crews, New Braunfels Utilities (“NBU”) identified the need to purchase one (1) Freightliner Sewer Equipment 900 ECO 12-Yard Combo Unit.

As a result, NBU has selected to purchase the equipment from Doggett Freightliner of South Texas, LLC through BuyBoard contract number 723-23 (the “Contract”). NBU’s use of the BuyBoard contract satisfies the competitive bidding requirements under Texas law.

NBU staff requests that the Board of Trustees approve the Contract with Doggett Freightliner of South Texas, LLC. for the COMBO unit truck equipment. Due to current market conditions and long lead times, vehicles are highly susceptible to price increases during delivery. Should the final price of the approved vehicles increase upon delivery, this price increase will be reported back to the Board at the next available meeting. Under no circumstances will NBU accept delivery of a vehicle with a price increase in excess of 10%, or which causes the Fleet and Facilities department to exceed the approved Fiscal Year 2025 Capital Equipment Budget

This item is being presented to the Board because the total amount of the contract exceeds \$250,000.

---

**FINANCIAL IMPACT**

The total financial impact of the Contract for the equipment is \$579,796.14. The purchase of the equipment is budgeted in the fiscal year 2025 Capital Equipment Budget.

**LINK TO STRATEGIC PLAN**

---

Infrastructure and Technology

**EXHIBITS**

---

1. BuyBoard contract number 723-23
2. Cooperative Contract Additional Terms and Conditions
3. Freightliner Quote

**Responding vendors must read all sections of this Proposal Invitation carefully. Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.**

## NOTICE OF PROPOSAL INVITATION

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative's administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative's contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 723-23 for Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service** must be received on or before 4:00 PM August 24, 2023, either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

**Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10<sup>th</sup> business day before the Proposal Due Date. The Cooperative will respond only to written questions.**

The Local Government Purchasing Cooperative  
**Attn:** TASB Asst. Division Director, Cooperative Procurement  
12007 Research Blvd.  
Austin, TX 78759  
**E-Mail:** bids@buyboard.com

## PROPOSAL INVITATION NO. 723-23

### TABLE OF CONTENTS

<b>NOTICE AND INSTRUCTIONS</b>	<b>Page</b>
Notice of Proposal Invitation	1
Instructions to Proposers	4
<b>GENERAL INFORMATION</b>	
General Information	7
<b>PROPOSAL FORMS</b>	
Proposer's Acceptance and Agreement	11
<b>PROPOSAL FORMS PART 1: COMPLIANCE FORMS</b>	
Proposal Acknowledgements	12
Felony Conviction Disclosure	13
Resident/Nonresident Certification	14
Debarment Certification	14
Vendor Employment Certification	14
No Boycott Verification	15
No Excluded Nation or Foreign Terrorist Organization Certification	16
Historically Underutilized Business Certification	16
Acknowledgement of BuyBoard Technical Requirements	16
Construction-Related Goods and Services Affirmation	17
Deviation and Compliance	18
Vendor Consent for Name Brand Use	19
Confidential/Proprietary Information	20
EDGAR Vendor Certification	22
Compliance Forms Signature Page	26
<b>PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS</b>	
Vendor Business Name	27
Vendor Contact Information	28
Federal and State/Purchasing Cooperative Experience	28
Governmental References	29
Company Profile	29
Texas Regional Service Designation	30
State Service Designation	31
National Purchasing Cooperative Vendor Award Agreement	32
Local/Authorized Seller Listings	34
Manufacturer Dealer Designation	35



Proposal Invitation Questionnaire	36
Vendor Request to Self-Report BuyBoard Purchases	38
Proposal Specification Summary	39
Required Forms Checklist	51
<b>GENERAL TERMS AND CONDITIONS</b>	
General Terms and Conditions	52
<b>APPENDICES</b>	
Appendix I: BuyBoard Technical Requirements	78
Appendix II: Additional Terms and Conditions for BuyBoard Self-Reporting	81



## INSTRUCTIONS TO PROPOSERS

### Electronic Proposal Submission

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- [buyboard.com/vendor](http://buyboard.com/vendor)

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

#### *Before you submit*

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at [buyboard.com/vendor](http://buyboard.com/vendor). **Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.
- Browser requirements can be found at <https://buyboard.ionwave.net/BrowserCompatibility.html>.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

#### *How to submit Proposal electronically*

- Login using your registered vendor login at [buyboard.com/vendor](http://buyboard.com/vendor) under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- **Review and follow all instructions on the webpage.**
- **VENDOR INFORMATION** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **PROPOSAL SPECIFICATIONS** – Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.

- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - i. **Manufacturers shall be listed in alphabetical order**
  - ii. **Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**
- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

***How to submit hard copy Proposal – Paper copies will NOT be accepted***

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at [bids@buyboard.com](mailto:bids@buyboard.com) to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form **at least five (5) business days prior to the Proposal Due Date.**
- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD. Paper copies will NOT be accepted.*
- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - a. **Manufacturers shall be listed in alphabetical order**
    - b. **Vendor must list one specific percentage discount for each manufacturer listed.**
- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative  
12007 Research Blvd.  
Austin, TX 78759

**VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL.** Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

*Faxed and/or emailed Proposals will NOT be accepted.*

## REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS

**Note:** The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.

**Electronic catalogs/pricelists must be submitted with Vendor's Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered.** The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

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.

**Below is a sample chart**, with examples of data for each field, showing the data fields that Vendors MUST include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	\$50.00
2	1235	Chair	\$20.00

**The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications.** Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

## WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

## GENERAL INFORMATION

### Proposal Invitation No. 723-23 Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service

**\*Please make sure that you have reviewed and completed all sections of this Proposal Invitation.**

1. Notice of Proposal Invitation and Instructions to Proposers
2. General Information
3. Proposal Forms
4. Proposal Specifications
5. General Terms and Conditions
6. BuyBoard Technical Requirements
7. Additional Terms and Conditions for BuyBoard Self-Reporting

#### PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

#### INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for the base price of each vehicle plus associated fees (with the exception of delivery), a discount off of catalog or pricelist for all options and upgrades, not-to-exceed hourly labor rates for installation and repair, and per mile delivery fees. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

#### TERM OF CONTRACT

The term of this contract will be from December 1, 2023, through November 30, 2024, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

**For purposes of this Proposal Invitation, a Vendor must generate a minimum of \$15,000 through the Contract during an annual contract term or may not be offered a renewal.** A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

#### VALUE OF CONTRACT

**The estimated value of this contract is \$253,180,892;** however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.

### SERVICE FEE

By submission of a response to this Proposal Invitation, it will be the vehicle dealer’s responsibility to collect the BuyBoard Fee of **\$400 per purchase order** from the purchasing entity **for all vehicles, including cab, chassis, and options. This fee is NOT to be included in the price of the vehicles for the purpose of this proposal**; however, it must be shown as a line item price on the individual quotes to the purchaser.

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of **2% per Purchase Order for parts and repair/service labor** generated from any contract awarded under this Proposal Invitation, and **the service fee IS to be included in the price of parts and repair/service labor.**

Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor’s Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

### CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

### ADDITIONAL INFORMATION

Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

Vendors should propose direct replacement models if a vehicle/truck model specified has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a “vehicle fee” and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase.

The Proposal Invitation seeks base model pricing for vehicles. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of order. All options are to be priced at standard government pricing. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items.

Any option that has not been listed and priced in the response are considered to be an "Unpublished Option". Unpublished Options may be sold, but only in connection with the sale of an awarded base product item, and only if the total cost of all "Unpublished Options" remains below twenty-five percent (25%) of the total cost of the base product plus any Published Options. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another Vendor.

### **AWARD AND EVALUATION**

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.

### **COMPLIANCE WITH APPLICABLE LAWS**

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

### **BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS**

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website.

To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.



**PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED**

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

**ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 UNIFORM GUIDANCE/EDGAR)**

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





### PROPOSER'S ACCEPTANCE AND AGREEMENT

<p><b>Proposal Invitation Name</b> Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service</p>	<p><b>Proposal Due Date/Opening Date and Time</b> August 24, 2023, at 4:00 PM</p>
<p><b>Proposal Invitation Number</b> 723-23</p>	<p><b>Location of Proposal Opening</b> Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759</p>
<p><b>Contract Term</b> December 1, 2023, through November 30, 2024, with two possible one-year renewals.</p>	<p><b>Anticipated Cooperative Board Meeting Date</b> October 2023</p>

*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.*

\_\_\_\_\_  
Name of Proposing Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Printed Name of Authorized Company Official

\_\_\_\_\_  
Telephone Number of Authorized Company Official

\_\_\_\_\_  
Position or Title of Authorized Company Official

\_\_\_\_\_  
Fax Number of Authorized Company Official

\_\_\_\_\_  
Federal ID Number

## PROPOSAL FORMS PART 1: COMPLIANCE FORMS

### INSTRUCTIONS:

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

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

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

### PROPOSAL ACKNOWLEDGEMENTS

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

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

**Initial:** \_\_\_\_\_

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

## FELONY CONVICTION DISCLOSURE

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

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

*Please check (✓) one of the following:*

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

**Initial:** \_\_\_\_\_

## RESIDENT/NONRESIDENT CERTIFICATION

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

Please check (✓) one of the following:

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

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

_____		_____	
Company Name		Address	
_____		_____	
City	State	Zip Code	

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

## DEBARMENT CERTIFICATION

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

## VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- Yes     No

Initial: \_\_\_\_\_

## NO BOYCOTT VERIFICATION

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

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

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

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

Initial: \_\_\_\_\_

## NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

## HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

- I certify that my company has been certified as a HUB in the following categories:
- 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.]*

---

---

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:** \_\_\_\_\_



## 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 or other agreement for construction-related goods or services.

Initial: \_\_\_\_\_





## DEVIATION AND COMPLIANCE

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

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

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

*Please check (√) one of the following:*

- No;** Deviations
- Yes;** Deviations

List and fully explain any deviations you are submitting:

---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---

**Initial:** \_\_\_\_\_

## VENDOR CONSENT FOR NAME BRAND USE

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

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

Initial: \_\_\_\_\_

## CONFIDENTIAL/PROPRIETARY INFORMATION

### A. Public Disclosure Laws

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

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

Please check (✓) one of the following:

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

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

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

Confidential / Proprietary Information:

---

---

---

---

---

(Attach additional sheets if needed.)

Initial: \_\_\_\_\_



**B. Copyright Information**

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

*Please check (✓) one of the following:*

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

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

Copyright Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Attach additional sheets if needed.)*

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

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

**D. Consent to Release Proposal Tabulation**

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

**Initial:** \_\_\_\_\_

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

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

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

### 1. Vendor Violation or Breach of Contract Terms:

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

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

YES, I agree.                                       NO, I do not agree.

### 2. Termination for Cause or Convenience:

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

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

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

YES, I agree.                                       NO, I do not agree.                                      Initial: \_\_\_\_\_

### 3. Equal Employment Opportunity:

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

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

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

---

### 4. Davis-Bacon Act:

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

Current prevailing wage determinations issued by the Department of Labor are available at [beta.sam.gov](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.

Initial: \_\_\_\_\_



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

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

Vendor agrees to comply with the above requirements when applicable.

- YES**, I agree.  **NO**, I do not agree.

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

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

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

- YES**, I agree.  **NO**, I do not agree.

**8. Debarment and Suspension:**

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

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

- YES**, I agree.  **NO**, I do not agree.

**9. Byrd Anti-Lobbying Amendment:**

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

- YES**, I agree.  **NO**, I do not agree.

**Initial:** \_\_\_\_\_



**10. Procurement of Recovered Materials:**

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

- YES**, I agree.  **NO**, I do not agree.

**11. Domestic Preferences for Procurements:**

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

- YES**, I agree.  **NO**, I do not agree.

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

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

- YES**, I agree.  **NO**, I do not agree.

**13. Profit as a Separate Element of Price:**

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

- YES**, I agree.  **NO**, I do not agree.

**14. General Compliance and Cooperation with Cooperative Members:**

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

- YES**, I agree.  **NO**, I do not agree.

**Initial:** \_\_\_\_\_



## 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

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

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

## 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:

---

*(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): \_\_\_\_\_

**Federal Employer Identification Number:** \_\_\_\_\_

*(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.)*

---

## 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 \_\_\_\_/\_\_\_\_). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

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

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

#### CURRENT BUYBOARD VENDORS

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

**Current Discount (%):** \_\_\_\_\_ **Proposed Discount (%):** \_\_\_\_\_

*Explanation:* \_\_\_\_\_



### GOVERNMENTAL REFERENCES

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

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.					
2.					
3.					
4.					
5.					

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

---



---



---

### COMPANY PROFILE

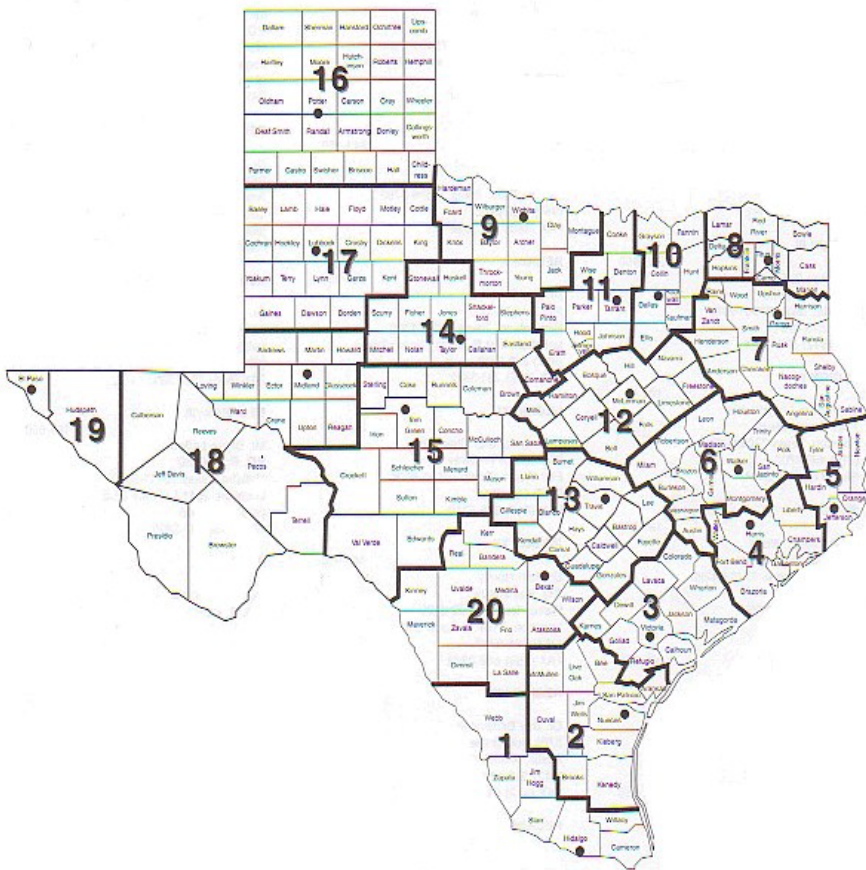
Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website.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

## 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 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.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.



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

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

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Proposal Invitation Number

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name of Authorized Company Official

\_\_\_\_\_  
Date



### LOCATION/AUTHORIZED SELLER LISTINGS

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

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



## 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 Code

\_\_\_\_\_  
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.

---

---

---

---

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

---

---

---

---

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

---

---

---

---

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

---

---

---

---

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

---

---

---

---

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

---

---

---

---

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

---

---

---

---



## VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

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

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

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

**NAME OF VENDOR:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Vendor Authorized Representative**

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

*(For Cooperative Administrator Use Only)*

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

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



## PROPOSAL SPECIFICATION SUMMARY

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

**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

**PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

**PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase.

**PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

### Section 1: Autocar Vehicles

1. Base Model Price for **Autocar ACX 4x2** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 350 HP with Allison 3000 RDS, 5 speed transmission, complete with all manufacturer's standard equipment.
2. Base Model Price for **Autocar ACMD 4x2** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins ISB 200 HP with Allison 3000 RDS transmission, complete with all manufacturer's standard equipment.
3. Base Model Price for **Autocar ACX 6x4** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 350 HP with Allison 3000 RDS transmission, complete with manufacturer's standard equipment.
4. Base Model Price for **Autocar ACMD 6x4** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 300 HP with Allison 3000 RDS, 6 speed transmission, complete with manufacturer's standard equipment.
5. Base Model Price for **Autocar DC-64R** - Heavy Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 300 HP with Allison 3000 RDS, 6 speed transmission, complete with manufacturer's standard equipment.

**Section 2: Autocar Model Vehicles OPTIONAL EQUIPMENT and PARTS**

6. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
7. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
8. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
9. Discount (%) off **Extended Service Maintenance Agreements**.
10. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 3: Autocar Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

11. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
12. **Not to Exceed** hourly labor rate for Paint and Body Repair.
13. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 4: Battle Motors Vehicles**

14. Base Model Price for **Battle Motors Low Narrow Tilt – Diesel** - Heavy Duty, Low Entry Tilt Cab, Class 6, 7, and 8, GVWR 26,000 - 66,000 lbs., Cummins B6.7, 200-380 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.
15. Base Model Price for **Battle Motors Low Narrow Tilt II – Diesel** - Heavy Duty, Low Entry Tilt Cab, Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.
16. Base Model Price for **Battle Motors Low Narrow Tilt II Crew Cab – Diesel** - Heavy Duty, Low Entry Tilt Crew Cab, Class 6 - 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment.
17. Base Model Price for **Battle Motors Low Entry Tilt II – CNG** - Heavy Duty, Low Entry Tilt Cab, Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.
18. Base Model Price for **Battle Motors Low Narrow Tilt – Electric** - Heavy Duty, Low Entry Tilt Cab, Class 6 - 8, GVWR 26,000 - 54,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Direct Drive transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.
19. Base Model Price for **Battle Motors Low Narrow Tilt II – Electric** - Heavy Duty, Low Entry Tilt Cab, Class 6 - 8, GVWR 33,000 - 72,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Two Speed Powershift transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

**Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS**

20. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
21. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
22. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
23. Discount (%) off **Extended Service Maintenance Agreements**.
24. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 6: Battle Motors Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

25. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
26. **Not to Exceed** hourly labor rate for Paint and Body Repair.
27. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 7: Chevrolet Vehicles**

28. Base Model Price for **Chevrolet 4500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.
29. Base Model Price for **Chevrolet 5500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.
30. Base Model Price for **Chevrolet 6500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.
31. Base Model Price for **Chevrolet LCF 3500** – Low cab forward, regular cab, 6.6L V8 gasoline engine, 6-speed automatic transmission with double overdrive, 350 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
32. Base Model Price for **Chevrolet LCF 4500** – Low cab forward, regular cab, 6.6L V8 gasoline engine, 6-speed automatic transmission with double overdrive, 350 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
33. Base Model Price for **Chevrolet LCF 4500HD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
34. Base Model Price for **Chevrolet LCF 4500XD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
35. Base Model Price for **Chevrolet LCF 5500HD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
36. Base Model Price for **Chevrolet LCF 5500XD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
37. Base Model Price for **Chevrolet LCF 6500XD** – Low cab forward, regular cab, 6.7L Cummins turbo diesel engine, Allison 2550 Rugged Duty Series 6-speed automatic transmission with double overdrive and Standard Integrated Power Take-Off (PTO) capability, 260 horsepower and 660 lb.-ft. of torque, complete with all manufacturer's standard equipment.
38. Base Model Price for **Chevrolet LCF 7500XD** – Low cab forward, regular cab, 6.7L Cummins turbo diesel engine, Allison 2500 Rugged Duty Series 6-speed automatic transmission with double overdrive and Standard Integrated Power Take-Off (PTO) capability, 260 horsepower and 660 lb.-ft. of torque, complete with all manufacturer's standard equipment.

**Section 8: Chevrolet Model Vehicles OPTIONAL EQUIPMENT and PARTS**

39. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
40. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
41. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
42. Discount (%) off **Extended Service Maintenance Agreements**.
43. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 9: Chevrolet Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

44. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
45. **Not to Exceed** hourly labor rate for Paint and Body Repair.
46. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 10: Dodge Ram Vehicles**

- 47. Base Model Price for **Ram Tradesman 4500 Chassis Regular Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.
- 48. Base Model Price for **Ram Tradesman 4500 Chassis Crew Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.
- 49. Base Model Price for **Ram Tradesman 5500 Chassis Regular Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.
- 50. Base Model Price for **Ram Tradesman 5500 Chassis Crew Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.

**Section 11: Dodge Ram Model Vehicles OPTIONAL EQUIPMENT and PARTS**

- 51. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 52. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 53. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
- 54. Discount (%) off **Extended Service Maintenance Agreements**.
- 55. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 12: Dodge Ram Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

- 56. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
- 57. **Not to Exceed** hourly labor rate for Paint and Body Repair.
- 58. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 13: Ford Vehicles**

- 59. Base Model Price for **Ford F-650 SD Pro Loader Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
- 60. Base Model Price for **Ford F-650 SD Pro Loader Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
- 61. Base Model Price for **Ford F-650 SD Straight Frame Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
- 62. Base Model Price for **Ford F-650 SD Straight Frame Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
- 63. Base Model Price for **Ford F-750 SD Straight Frame Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
- 64. Base Model Price for **Ford F-750 SD Straight Frame Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

**Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS**

- 65. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 66. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 67. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
- 68. Discount (%) off **Extended Service Maintenance Agreements**.
- 69. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 15: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

- 70. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
- 71. **Not to Exceed** hourly labor rate for Paint and Body Repair.
- 72. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.



**Section 16: Freightliner Vehicles**

73. Base Model Price for **Freightliner Model M2-106** - Medium Duty, Cab, Class 6 - 8; Cab and chassis, 66,000# GVW, Eaton 6 speed transmission, 200 HP, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.
74. Base Model Price for **Freightliner Model 108SD** - Heavy Duty, Cab, Class 7/8, Cab and chassis, 3169,000# GVW, Eaton 9 speed transmission, 520 - 1250 HP, front axle 10,000lbs, rear axle 21,000lbs, complete with all manufacturer's standard equipment.
75. Base Model Price for **Freightliner Model M2-112** - Heavy Duty, Cab, Class 7/8, and chassis, 52,000# GVW, Detroit DD13 260 - 525 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
76. Base Model Price for **Freightliner Model M2-112 Natural Gas** - Heavy Duty, Cab, Class 7/8, and chassis, 66,000# GVW, Detroit DD13 250 - 320 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
77. Base Model Price for **Freightliner Model Cascadia 125** - Heavy Duty, Class 8, Cab and chassis, 52,000# GVW, Detroit DD15 350 - 615 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
78. Base Model Price for **Freightliner Model Natural Gas** - Heavy Duty, Class 8, Cab and chassis, 60,600# GVW, Detroit DD15 400 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
79. Base Model Price for **Freightliner Model 114SD** - Heavy Duty, Class 7/8, Cab and chassis, 92,000# GVW, Detroit DD13 260 - 525 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
80. Base Model Price for **Freightliner Model 114SD Natural Gas** - Heavy Duty, Class 7/8, Cab and chassis, 62,000# GVW, Detroit DD13 260 - 400 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
81. Base Model Price for **Freightliner Model eCascadia** - Heavy Duty, Class 8, Cab and chassis, 82,000# GVW, Detroit DD15425 HP (317 kW), Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
82. Base Model Price for **Freightliner Model eM2** - Medium Duty, Cab, Class 6/7, Typical Range 180 - 250 Miles, Cab and chassis, 26,000 - 33,000# GVW, Class 6 Continuous Horsepower, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.
83. Base Model Price for **Freightliner Model EconicSD** - Heavy Duty, Class 8, Cab and chassis, Detroit DDS HP 350, Allison Automatic 3000 series 6-speed, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

**Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS**

84. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
85. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
86. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
87. Discount (%) off **Extended Service Maintenance Agreements**.
88. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 18: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

89. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
90. **Not to Exceed** hourly labor rate for Paint and Body Repair.
91. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 19: Hino Vehicles**

92. Base Model Price for **Hino L7** - Medium Duty, Conventional Cab, 33,000 GVWR, BBC - 108", Engine: Cummins B6.7L, 260 hp at 2,500 rpm, complete with all manufacturer's standard equipment.
93. Base Model Price for **Hino L6** - Medium Duty, Conventional Cab, 23,000-25,950 GVWR, BBC - 108", Engine: Cummins B6.7L, 260 hp at 2,500 rpm, complete with all manufacturer's standard equipment.
94. Base Model Price for **Hino XL** - Medium Duty, Conventional Cab, 33,000 GVWR, BBC - 108", Engine: Cummins L9, 360 hp at 2,500 rpm, complete with all manufacturer's standard equipment.
95. Base Model Price for **Hino XL** - Medium Duty, Conventional Cab, 34,200-66,000 GVWR, BBC - 108", Engine: Cummins L9, 360 hp at 2,500 rpm, complete with all manufacturer's standard equipment.

**Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS**

96. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
97. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
98. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
99. Discount (%) off **Extended Service Maintenance Agreements**.
100. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 21: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

101. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
102. **Not to Exceed** hourly labor rate for Paint and Body Repair.
103. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 22: International Vehicles**

104. Base Model Price for **International HV507 4x4** - Severe Duty, Class 6-7, Cummins B6.7 200 hp, 10,000 front axle, 17,500 rear axle, air brakes, 6 speed transmission, complete with all manufacturer's standard equipment.
105. Base Model Price for **International HV607 6x4** - Severe Duty, Class 8, Cummins L9 260 hp, 10,000# front axle, 40,000# rear axle, 10 speed transmission, air brakes, complete with all manufacturer's standard equipment.
106. Base Model Price for **International MV607 4x2** - Medium Duty, Class 6-7, Cummins B6.7 200 hp, 8000# front axle, hydraulic brakes, 17,500# rear axle, 6 speed transmission, complete with all manufacturer's standard equipment.
107. Base Model Price for **International HV613** - Severe Duty, Class 6-7, International A26 450 hp, 16,000# front axle, 40,000# rear axle, 6 speed transmission, air brakes, complete with all manufacturer's standard equipment.
108. Base Model Price for **International HV607 4x2** - Severe Duty, Class 6-7, Cummins B6.7 200 hp, 10,000# front axle, 17,500# rear axle, 6 speed transmission, air brakes, complete with all manufacturer's standard equipment.
109. Base Model Price for **International MV60E - Electric**, complete with all manufacturer's standard equipment.
110. Base Model Price for **International Lonestar** - Heavy Duty, Class 8, Cummins X15 565 565 565 hp, 18 speed transmission, 13,200# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
111. Base Model Price for **International HX520** - Severe Duty, Class 8, Cummins X15 565 hp, 18 speed transmission, 14,600# front axle, 46,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
112. Base Model Price for **International HX615** - Severe Duty, Class 8, International A26 430 hp, 6 speed transmission, 20,000# front axle, 46,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
113. Base Model Price for **International HX620 6x4** - Heavy Duty, Class 8, Cummins X15 450 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
114. Base Model Price for **International LT625 6x4** - Heavy Duty, Class 8, International A26 410 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
115. Base Model Price for **International HV513 4x2** - Heavy Duty, Class 8, International A26 365 hp, 12,000# front axle, 23,000# rear axle, air brakes, 10 speed transmission, complete with all manufacturer's standard equipment.
116. Base Model Price for **International RH613 4x2** - Heavy Duty, Class 8, International A26 370 hp, 12,000# front axle, 23,000# rear axle, 10 speed, air brakes, complete with all manufacturer's standard equipment.
117. Base Model Price for **International CV515** - Medium Duty, Class 4-5, International 6.6 350 hp, Allison automatic, 6000# front axle, 10,000# rear axle, hydraulic brakes, complete with all manufacturer's standard equipment.

**Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS**

118. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
119. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
120. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
121. Discount (%) off **Extended Service Maintenance Agreements**.
122. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 24: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

123. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
124. **Not to Exceed** hourly labor rate for Paint and Body Repair.
125. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 25: Isuzu Vehicles**

126. Base Model Price for **Isuzu Cabover NPR** - Medium Duty, Class 3, Standard Cab, 12,000 GVWR, 6.6L GenV, 8-Cylinder gasoline engine, complete with all manufacturer's standard equipment.
127. Base Model Price for **Isuzu Cabover FTR** - Heavy Duty, Class 6, Standard Cab, 25,950 GVWR, Cummins B6.7L Diesel engine, complete with all manufacturer's standard equipment.
128. Base Model Price for **Isuzu Cabover FVR** - Heavy Duty, Class 7, Standard Cab, 33,000 GVWR, Cummins B6.7L Diesel engine 260, complete with all manufacturer's standard equipment.
129. Base Model Price for **Isuzu Cabover N-Series EV** - 235 miles of range both AC and DC fast charging, 19,500-pound GVWR for powerful Class 5, complete with all manufacturer's standard equipment.
130. Base Model Price for **Isuzu Cabover NPR-HD** - 14,500 GVWR, 5.2L I4 Turbocharged engine, complete with all manufacturer's standard equipment.
131. Base Model Price for **Isuzu Cabover NQR** - Medium Duty, Class 5, 17,950 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder gasoline engine, complete with all manufacturer's standard equipment.

**Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS**

132. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
133. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
134. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
135. Discount (%) off **Extended Service Maintenance Agreements**.
136. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 27: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

137. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
138. **Not to Exceed** hourly labor rate for Paint and Body Repair.
139. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 28: Kenworth Vehicles**

140. Base Model Price for **Kenworth Model C500** - Heavy Duty, 150,000 lb. GVWR, Conventional Cab, Cummins ISX 15 Engine, complete with all manufacturer's standard equipment.
141. Base Model Price for **Kenworth Model T180** - Medium Duty, 19,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.
142. Base Model Price for **Kenworth Model T280** - Medium Duty, 26,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.
143. Base Model Price for **Kenworth Model T380** - Medium Duty, Class 7, 33,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.
144. Base Model Price for **Kenworth Model T480** - Medium Duty, Class 8, 66,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.



145. Base Model Price for **Kenworth Model K270** - Medium Duty, Class 6, 26,000 lb. GVWR, COE Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.
146. Base Model Price for **Kenworth Model K270E** - Medium Duty, Class 6, 26,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batteries - 200 mile range, complete with all manufacturer's standard equipment.
147. Base Model Price for **Kenworth Model K370** - Medium Duty, Class 7, 33,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batterie, complete with all manufacturer's standard equipment.
148. Base Model Price for **Kenworth Model K370E** - Medium Duty, Class 7, 33,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batteries - 200 mile range, complete with all manufacturer's standard equipment.
149. Base Model Price for **Kenworth Model T680** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.
150. Base Model Price for **Kenworth Model T680 FCEV** - Heavy Duty, Class 8, 82,000 lbs Max GVWR, Conventional Cab, Toyota's 310kW Dual Motor Assembly/415 Hp and Gen 2 Dual Fuel Cell Module, 58.8 Kg Hydrogen Storage, 450 Miles of Range, complete with all manufacturer's standard equipment.
151. Base Model Price for **Kenworth Model T680E** - Heavy Duty, Class 8, Conventional Cab, 396 kWh battery, CCS1 DC Fast Charging, 150 Miles of Range, complete with all manufacturer's standard equipment.
152. Base Model Price for **Kenworth Model T800** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.
153. Base Model Price for **Kenworth Model T880** - Medium Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.
154. Base Model Price for **Kenworth Model W900L** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, Extended Hood, Cummins X15 Engine, complete with all manufacturer's standard equipment.
155. Base Model Price for **Kenworth Model W990** - Heavy Duty, Conventional Cab, PACCAR MX-13 Engine, complete with all manufacturer's standard equipment.

### **Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS**

156. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
157. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
158. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
159. Discount (%) off **Extended Service Maintenance Agreements**.
160. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

### **Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

161. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
162. **Not to Exceed** hourly labor rate for Paint and Body Repair.
163. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

### **Section 31: Mack Model Vehicles**

164. Base Model Price for **Mack Granite** - Heavy Duty, Class 8, 35,000 - 92,000+ GVW, Mack MP7 engine, 325 - 505 HP, day cab, Eaton-Fuller Manual Transmission, front axle Mack UniMax Axles with Integrated Hub, Drive Axles Meritor "S" Cam Q-Plus Brakes, complete with all manufacturer's standard equipment.
165. Base Model Price for **Mack TERRAPRO** - Heavy Duty, Class 8, 35,000 - 81,000+ GVW, Mack MP7 engine, 325 - 505 HP, day cab, mDRIVE HD and XHD Transmission, front axle Mack UniMax, Drive Axles Mack C150/151 Series, complete with all manufacturer's standard equipment.
166. Base Model Price for **Mack LR** - Heavy Duty, Class 8, Low Entry Cabover, 43,000 - 72,000 GVW, Mack MP7 engine, 320-355 HP, Allison 4500 Series transmission, front axle Mack FXL20, rear axle Mack C150/151 Axle Carriers, complete with all manufacturer's standard equipment.

167. Base Model Price for **Mack LR Electric** - Heavy Duty, Low Entry Cabover, 66,000 lbs GVWR, 2 AC motors with 400kW Peak (536 hp) & 334 kW (448 hp) continuous power, 4 NMC lithium-ion batteries, 600V, Up to 150kW charge power with max current of 200A, 550-750 volts charging system, Allison 4500 Series transmission, front axle Mack FXL20, rear axle Mack S462R, complete with all manufacturer's standard equipment.
168. Base Model Price for **Mack Pinnacle** - Heavy Duty, Class 8, 35,000 - 62,000 GVW, Mack MP8 engine, day cab, 415-505 HP, Maxitorque ES transmission, S38/40 Series Axle, complete with all manufacturer's standard equipment.
169. Base Model Price for **Mack MD Series** - Heavy Duty, Cummins B6.7 Engine, 220hp/600 lb. ft, Allison 2500HS 6-speed transmission, complete with all manufacturer's standard equipment.
170. Base Model Price for **Mack MD Electric** - Heavy Duty, Class 6, NMC Battery packs, CCS1 Charging, 140 miles (2 batteries) max range, 150 KWH battery capacity (2 batteries), 260 Peak HP, complete with all manufacturer's standard equipment.
171. Base Model Price for **Mack Anthem** - Heavy Duty, Class 8, 35,000 - 62,000 GVW, MP7 Engine, 415 - 505 HP, day cab, Eaton-Fuller transmission, complete with all manufacturer's standard equipment.

### **Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS**

172. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
173. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
174. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
175. Discount (%) off **Extended Service Maintenance Agreements**.
176. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

### **Section 33: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

177. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
178. **Not to Exceed** hourly labor rate for Paint and Body Repair.
179. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

### **Section 34: Mitsubishi Vehicles**

180. Base Model Price for **Mitsubishi Cabover TV** - Heavy Duty, 33,500 GVW, 4-stroke cycle, water cooled direct injection, turbocharged diesel engine, G330-12K, Electronic-automated unsynchronized transmission, complete with all manufacturer's standard equipment.
181. Base Model Price for **Mitsubishi Cabover Canter** - Light Duty, 6,500 GVW, 4V21 engine, Synchromesh manual transmission, complete with all manufacturer's standard equipment.
182. Base Model Price for **Mitsubishi Cabover FA/FI** - Medium Duty, 9,600 GVW, Compression Ignition, 4 Stroke, Direct injection, turbocharged diesel engine, MO36S6, Mechanical, 6 forward + 1 reverse transmission, complete with all manufacturer's standard equipment.
183. Base Model Price for **Mitsubishi Cabover Fighter** - Medium Duty, 7.5t GVW, 4V20 Intercooler Turbo engine, complete with all manufacturer's standard equipment.
184. Base Model Price for **Mitsubishi Cabover FJ** - Heavy Duty, 25,000 GVW, Compression Ignition, 4 Stroke, Direct Injection, turbocharged inter cooled engine, G85 Synchromesh type 6 Forward + 1 Reverse manual transmission, complete with all manufacturer's standard equipment.
185. Base Model Price for **Mitsubishi Cabover FO** - Heavy Duty, 31,000 Max GVW, 4-stroke cycle, water cooled direct injection, turbocharged diesel engine, 9-speed manual transmission, complete with all manufacturer's standard equipment.
186. Base Model Price for **Mitsubishi Cabover eCanter Electric** - Light Duty, GVW 6t Class, Standard cab, all electric, S Battery, complete with all manufacturer's standard equipment.

**Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS**

187. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
188. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
189. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
190. Discount (%) off **Extended Service Maintenance Agreements**.
191. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 36: Mitsubishi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

192. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
193. **Not to Exceed** hourly labor rate for Paint and Body Repair.
194. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 37: Peterbilt Vehicles**

195. Base Model Price for **Peterbilt Model 220** - Medium Duty, Cab over engine, Paccar PX7 engine, 220 HP, Allison 2500 HS transmission, 26,000 GVWR, front gross axle weight 12,000 lbs., rear gross axle weight 17,000-21,000 lbs., complete with all manufacturer's standard equipment.
196. Base Model Price for **Peterbilt Model 520** - Heavy Duty, Cab over engine, Paccar PX9 350 HP, 3000 RDS transmission, 57.6" BBC, 33,000 GVWR, front gross axle weight 12,000-22,000 lbs., rear gross axle weight 23,000-46,000 lbs., complete with all manufacturer's standard equipment.
197. Base Model Price for **Peterbilt Model 365** - Heavy Duty, Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 33,000 GVWR, 115" BBC, complete with all manufacturer's standard equipment.
198. Base Model Price for **Peterbilt Model 367** - Heavy Duty, Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 52,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.
199. Base Model Price for **Peterbilt Model 389** - Heavy Duty Conventional cab, Paccar MX-13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000 lbs., rear gross axle weight 38,000 lbs., 50,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.
200. Base Model Price for **Peterbilt Model 589** - Heavy Duty, Engine PACCAR MX-13, Transmissions PACCAR TX-12, Front Axle PACCAR, Dana, Meritor, Rear Axle PACCAR, Dana, Meritor, complete with all manufacturer's standard equipment.
201. Base Model Price for **Peterbilt Model 548** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.
202. Base Model Price for **Peterbilt Model 567** - Medium Duty, Conventional Aero cab vocational unit, Paccar MX13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000-22,000 lbs., rear gross axle weight 21,000-70,000 lbs., 33,000 and up GVWR, 115" BBC, complete with all manufacturer's standard equipment.
203. Base Model Price for **Peterbilt Model 537** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.
204. Base Model Price for **Peterbilt Model 536** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.
205. Base Model Price for **Peterbilt Model 535** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.
206. Base Model Price for **Peterbilt Model 579** - Heavy Duty, Aero cab, Paccar MX-13 engine, 455 HP, Paccar 12-Speed Auto transmission, front gross axle weight 12,000-20,000 lbs., rear gross axle weight 38,000-46,000 lbs., 50,000 GVWR, 117" BBC, complete with all manufacturer's standard equipment.

**Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS**

- 207. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 208. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 209. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
- 210. Discount (%) off **Extended Service Maintenance Agreements**.
- 211. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 39: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

- 212. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
- 213. **Not to Exceed** hourly labor rate for Paint and Body Repair.
- 214. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 40: Volvo Vehicles**

- 215. Base Model Price for **Volvo VNL** - Heavy Duty, 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.
- 216. Base Model Price for **Volvo VNX** - Heavy Duty 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.
- 217. Base Model Price for **Volvo VNR** - Heavy Duty 113" BBC, 33,000 GVW, Fuller 10 speed transmission, D11 engine, conventional cab, single axle, complete with all manufacturer's standard equipment.
- 218. Base Model Price for **Volvo VNR Electric** - Up to 230 miles, Up to 33,000 GVW, Local distribution and regional transportation with planned routes and frequent stops. Including food and beverage and other short driving cycle services, complete with all manufacturer's standard equipment.
- 219. Base Model Price for **Volvo VAH** - Heavy Duty 113.6" Daycab designed to provide outstanding performance for urban deliveries. Volvo D11 325-425 hp 1250-1550 lb.- ft. Volvo I-Shift - 12 speed Eaton - 10 speed, complete with all manufacturer's standard equipment.
- 220. Base Model Price for **Volvo VHD** - Heavy Duty Volvo D11 325-425 hp 1250-1550 lb-ft. Volvo D13 405-500 hp 1450-1900 lb-ft, complete with all manufacturer's standard equipment.

**Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS**

- 221. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 222. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 223. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
- 224. Discount (%) off **Extended Service Maintenance Agreements**.
- 225. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 42: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

- 226. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
- 227. **Not to Exceed** hourly labor rate for Paint and Body Repair.
- 228. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 43: Western Star Vehicles**

- 229. Base Model Price for **Western Star 47X** - Medium Duty, Engine Displacement 9L to 13L Horsepower/ Torque 260/860 to 525/1,850, complete with all manufacturer's standard equipment.
- 230. Base Model Price for **Western Star 49X** - Medium Duty, Engine Displacement 12L to 16L Horsepower/ Torque 350/1,350 to 605/2,050 complete with all manufacturer's standard equipment.
- 231. Base Model Price for **Western Star 57X** - Heavy Duty, Engine Detroit DD13 Gen 5 370-525 HP, 1250-1850 lb.-ft, Transmission Detroit DT12 Direct and Overdrive AMT, complete with all manufacturer's standard equipment.



**Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS**

- 232. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 233. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 234. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
- 235. Discount (%) off **Extended Service Maintenance Agreements**.
- 236. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 45: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

- 237. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
- 238. **Not to Exceed** hourly labor rate for Paint and Body Repair.
- 239. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

## REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- Reviewed/Completed: **Proposer’s Acceptance and Agreement**

### PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

### PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

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

## GENERAL TERMS AND CONDITIONS

### A. General Provisions

#### 1. Statement of Inclusion/Applicability

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded or Purchase Order which is issued in association with this Proposal Invitation.

#### 2. Organization and Section Titles

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

#### 3. Definitions

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

**"Awarded Items"** has the meaning set for in section E.3 of the Terms and Conditions.

**"Awarded Pricing"** has the meaning set forth in section E.4 of the Terms and Conditions.

**"BuyBoard®," "the BuyBoard," or "BuyBoard website"** means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

**"BuyBoard Administrator" or "Cooperative Administrator"** means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

**"Contract"** means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

- (a) This Proposal Invitation;
- (b) Vendor's Proposal;
- (c) Notice of Award issued to Vendor by the Cooperative; and
- (d) Purchase Order between a Cooperative member and Vendor, and any additional terms, conditions, or instructions agreed to by Vendor and a Cooperative member that are consistent with these Terms and Conditions. (A Purchase Order between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order terms, including additional or supplemental terms, conditions, or instructions agreed to between a Vendor and a Cooperative member where permitted by these Terms and Conditions shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

**"Cooperative"** means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.



**“Cooperative member”** or **“member”** means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, “Cooperative member” as used in these Terms and Conditions may include the Cooperative administrator’s non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

**“Goods”** or **“Products”** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

**“Proposal Invitation”** means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

**“Proposal”** means Proposer’s complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer’s duly authorized representative.

**“Proposal Due Date”** means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

**“Proposer”** or **“Vendor”** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, “you”, “your”, “I” or “my” refer to Proposer or Vendor, as applicable.)

**“Purchase Order”** means a Cooperative member’s fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member’s authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

**“Vendor Invoice”** means Vendor’s billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

## B. Proposal Requirements

### 1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where **appropriate or necessary**.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded**, except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

NOTE: Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at [bids@buyboard.com](mailto:bids@buyboard.com) immediately, but in no event later than the 10<sup>th</sup> business day before the Proposal Due Date.

## 2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).

Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

- (a) A "cost plus" Proposal will not be accepted;
- (b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);

- (c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
- (d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

### 3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

### 4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).

**The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:**

- (a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
- (b) Section B.12, Certifications;
- (c) Section D.2, Applicable Terms and Conditions; Ancillary Agreements;
- (d) Section E.6.b, Payments;
- (e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
- (f) Section E.12, Service Fee;
- (g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
- (h) Section E.14, Sales Tax;
- (i) Section E.15, Use of BuyBoard Logo and Trade Name;
- (j) Section E.16, Indemnification;
- (k) Section E.17, Intellectual Property Infringement;
- (l) Section E.18, Remedies for Default and Termination of Contract;
- (m) Section E.19, Force Majeure;
- (n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

**Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:**

- (a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
- (b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

## **5. Addenda**

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

## **6. Samples**

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

## **7. Proposal on All or Certain Items; Service Regions**

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal.

**A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

**8. "All or Nothing" Awards**

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

**9. Requirements of the Texas Public Information Act; Confidential Information**

**(a) Vendor Compliance**

**The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order thereunder has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

- 1) preserve all contracting information, as defined in Texas Government Code Section 552.003 ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order thereunder);
- 2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and
- 3) on completion of the Contract (including any Purchase Order thereunder), either:
  - (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order) that is in the custody or possession of Vendor; or
  - (B) preserve the Contracting Information related to the Contract (including any Purchase Order thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

**(b) Confidential/Proprietary Information**

**Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.**



If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

#### **10. Certain Professional Services Excluded**

Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

#### **11. Withdrawal or Modification of Proposal**

Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date** and time specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

**Electronic Proposals Submissions:** A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

**Hard Copy Submissions:** If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

**Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation.** However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

## 12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

### (a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

- 1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
- 2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
- 3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
- 4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
- 5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

### (b) Certification Regarding Ethics, Fair Competition, and Other Matters

Vendor agrees and certifies to the following:

- 1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
- 2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
- 3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
- 4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
- 5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
- 6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
- 7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract or Purchase Order and subsequently attempting to increase such proposed pricing citing market pricing;



- 8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
- 9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
- 10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
- 11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
- 12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

**13. Proposal Signatures**

Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.

**14. No Reimbursement**

**Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.**

**C. Proposal Evaluation**

**1. General**

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

**2. Best Value Criteria**

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	45
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	15
5	Capability of Servicing Cooperative Members	5
6	Any other relevant factor or requirement listed in this Proposal Invitation	5
TOTAL		100

The Cooperative's evaluation may include Vendor's responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor's responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative's sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative's decision to make multiple awards or a single award will be based upon the Cooperative's sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor's breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor's failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

- (a) Resident/Nonresident Certification;
- (b) Vendor Employment Certification;
- (c) Historically Underutilized Business Certification
- (d) EDGAR Vendor Certification.

### 3. Cooperative Board Decision

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

## D. Contract Award

### 1. Notice of Award and Related Matters

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.

### 2. Applicable Terms and Conditions; Ancillary Agreements

By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and approved by the Cooperative in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions. However, nothing herein shall prevent the Cooperative member and Vendor from negotiating additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

- (a) Detailed product or service requirements for the specific Cooperative member purchase;
- (b) Product delivery times and requirements for the specific Cooperative member purchase;
- (c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
- (d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
- (e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
- (f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

**Nothing in any ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.**

### 3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

## E. Contract Performance

### 1. Contract Term

**(a) Term.** The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

**(b) Survival.** The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders.

**(c) Renewals.** Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

## 2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

## 3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

## 4. Awarded Pricing

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

### (a) Price Increases

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.



### 1) Line Item/Unit Pricing

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

- (A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
- (B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
- (C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
- (D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
- (E) All price increases must be supported by manufacturer price changes or similar market changes; and
- (F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.

### 2) Discount Off Catalog or Pricelist

For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

- (A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
- (B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
- (C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
- (D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
- (E) All price increases must be supported by manufacturer price changes or similar market changes; and
- (F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

### 3) Labor Rates

Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.



**(b) Price Decreases**

Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

**(c) Exceeding Awarded Pricing Prohibited**

If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

**(d) Service Fee Included in Awarded Pricing**

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.

**5. Packaging, Transportation, and Delivery**

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

## 6. Packing Lists, Invoices and Payments

### (a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).

### (b) Payments

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

**A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.**

## 7. Product Inspection, Testing, and Defective Items

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

## 8. Product Updates and Substitutions

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

### (a) Updated Catalogs

If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the forgoing, updated catalogs shall **not** be permitted to include any of the following:

- 1) Items that are outside the category or categories under which Vendor was awarded;
- 2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
- 3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
- 4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

### (b) Substitutes

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

## 9. Product and Service Guarantees and Warranties

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

## 10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

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

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) 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.

## 11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases

### (a) BuyBoard Website and Vendor Information

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

**Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members.** Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software, hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com). Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, 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. The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements. In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

#### **(b) Purchase Order Reporting**

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is 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.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.



A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form included in the Proposal Invitation or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

**The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.**

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

### **(c) Vendor Invoices**

To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to [info@buyboard.com](mailto:info@buyboard.com) promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to [info@buyboard.com](mailto:info@buyboard.com) no later than the 10<sup>th</sup> day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

## **12. Service Fee**

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

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in a service fee invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90<sup>th</sup> day after the original invoice date** ("Dispute Period") by returning a copy of the invoice or statement of outstanding balances to the Cooperative Administrator with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees



have been paid by Vendor, any request for a refund must be provided to the Cooperative Administrator in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) or billing agent to cooperate, with the Cooperative Administrator in attempting to reconcile and resolve disputed fees and shall provide such reasonable information and documentation as the Cooperative Administrator may require to review the disputed fees to the satisfaction of the Cooperative Administrator's staff. Any service fees for which the Cooperative Administrator has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

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

### **13. Disclaimer of Warranty and Limitation of Liability**

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILITY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

**Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or Purchase Order.**

### **14. Sales Tax**

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

### **15. Use of BuyBoard Logo and Trade Name**

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

### **16. Indemnification**

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract or a Purchase Order, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract or a Purchase Order, as applicable.

### **17. Intellectual Property Infringement by Vendor**

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

### **18. Remedies for Default and Termination of Contract**

#### **(a) Default and Termination of Cooperative Contract**

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

- 1) Materially misleading or false statement(s) in Vendor's Proposal;
- 2) Delivery of product or services that fail to meet the item specifications;
- 3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
- 4) Delivery of a product substitution, except as specifically authorized by the Contract;
- 5) Failure to meet required delivery schedules;
- 6) Failure to timely supply Awarded Items at the Awarded Pricing;
- 7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
- 8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
- 9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;
- 10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
- 11) Selling non-awarded products or services under the Contract or any other BuyBoard contract; or
- 12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure).

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected. The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

**(b) Default and Termination of Cooperative Member Purchase**

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

**19. Force Majeure**

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

**F. Miscellaneous**

**1. Assignment**

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective. If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

## 2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce. If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

## 3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

## 4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

## 5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

## 6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.



**7. Right to Assurance**

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

**8. Non-Appropriations Clause**

Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

**9. Invalid Term or Condition**

If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

**10. Remedies Cumulative**

The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

**11. Signatures**

Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

**12. Right of Setoff**

Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.



## APPENDIX I

### BUYBOARD TECHNICAL REQUIREMENTS

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

#### TECHNICAL REQUIREMENTS AND INSTRUCTIONS FOR VENDOR LOGO FILES

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

- PNG with transparent background; minimum size: 250 x 250 pixels
- JPG (JPEG); minimum size: 250 x 250 pixels

#### TECHNICAL REQUIREMENTS AND INSTRUCTIONS FOR VENDOR PRODUCT DETAILS

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

**File Name** <VendorName>\_<ContractNumber>\_<YYYYMMDD>.xlsx (eg. TASB\_123-45\_20200720.xlsx)  
**Format:**

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. <b>Do not include:</b> -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125
Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50

Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). <b>This should <u>not</u> be a numeric value.</b>	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. <b>Do not provide:</b> -A link to the home page of your website -A link to a product page or another section of your website  If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount. Cannot be left blank. <b>DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.</b>	Numeric (no currency symbols or formatting, should be rounded to 2 decimal places)	N/A
Discount Percent <b>OR</b> Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A
		Price per unit of product with BuyBoard discount applied. <b>DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.</b>	Numeric (no currency symbols or formatting, should be rounded to 2 decimal places)	N/A

Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. <b>Do not provide:</b> -A link to the home page of your website	Text	1000
Vendor Thumbnail Image Url	Optional	A link to a catalog product <b>thumbnail</b> image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	( <a href="https://www.unspsc.org/">https://www.unspsc.org/</a> ) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

**\*Products must be unique. Duplicate products will not be accepted. To make a product unique, it must have one of the following:**

- 1- A unique Vendor Product Number
- 2- A unique Vendor Product Number + UOM combination

**DESIRED RESULT:**

Product A - 1234567 - EA (different vendor product numbers)  
 Product B - 1234568 - EA  
 -OR-  
 Product A - 1234567 - EA (same vendor product number, different UOM)  
 Product B - 1234567 - PK

**WRONG:**

Product A - 1234567 - EA  
 Product B - 1234567 - EA

## APPENDIX II

### ADDITIONAL TERMS AND CONDITIONS FOR BUYBOARD SELF-REPORTING

The following additional terms and conditions shall apply to any approved Vendor Request to Self-Report BuyBoard Purchases:

1. **BuyBoard Contracts Subject to Self-Reporting.** Authorization to self-report shall apply only to a Contract awarded under this Proposal Invitation. To the extent Vendor is awarded on another BuyBoard contract or contracts, separate authorization to self-report for such other contract(s) is required.
2. **Monthly Vendor Reports.** Vendor shall submit reports of Cooperative member purchases monthly to the Cooperative Administrator ("Monthly Vendor Reports"). All Monthly Vendor Reports shall be provided to BuyBoard at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com) no later than the 10<sup>th</sup> day of the month. The Monthly Vendor Reports shall include a list of all purchase orders completed and invoiced by Vendor during the preceding month for BuyBoard members. Monthly Vendor Reports shall include any and all information reasonably required by, and in such format as may be reasonably required by, the BuyBoard Administrator from time to time. At a minimum, Monthly Vendor Reports shall include:
  - i. BuyBoard member name;
  - ii. Purchase Order amount;
  - iii. Purchase Order number;
  - iv. Date Purchase Order submitted to vendor;
  - v. Date purchase executed / completed / delivered;
  - vi. List of any Purchase Orders on prior Monthly Vendor Report(s) subsequently canceled;
  - vii. General description of purchase, including Vendor's awarded BuyBoard contract number and category or categories under which the purchase was made; and
  - viii. Final purchase amount total (as invoiced to BuyBoard member);
  - ix. Invoice Date.
3. **Reconciling Self-Reported Information and Discrepancies.** BuyBoard may, in its sole discretion, periodically send information to Cooperative members listing all purchases self-reported by Vendor for the Cooperative member and/or request reports from Cooperative members containing purchase order data. If discrepancies are noted or reported by the Cooperative member as a result of such report or otherwise, Vendor agrees to promptly respond and cooperate with the Cooperative and/or Cooperative members to reconcile and correct any discrepancies. Vendor further agrees to promptly respond to requests and comply with any reasonable request for information and documentation by the Cooperative or a Cooperative member to assist in such reconciliation.
4. **Vendor Accounts.** Recognizing that Cooperative members seeking best value may wish to compare pricing from multiple cooperatives when considering individual purchases, the Cooperative expects Vendor to honor any request by a Cooperative member to make a purchase through the Contract and expects that Vendor will not seek to limit or inhibit a Cooperative member from making individual purchases through the purchasing cooperative of its choice, regardless of the Cooperative member establishing an account with Vendor designating BuyBoard as its cooperative.
5. **Vendor Obligation Comply with BuyBoard Contract.** Nothing in an authorization to self-report shall be deemed to waive any of Vendor's obligations under the General Terms and Conditions of the Contract, including but not limited to Vendor's obligations to honor Cooperative member Purchase Orders and pay all service fees on such Purchase Orders. Nothing shall require Cooperative members to utilize Vendor's self-reporting option to make purchases under the Contract. Vendor shall process all Purchase Orders, including any Purchase Orders received directly through the BuyBoard.

6. **Amendment.** These Additional Terms and Conditions for BuyBoard Self-Reporting are subject to amendment by the Cooperative at any time in its sole discretion. BuyBoard shall provide written notice to Vendor of any amendment, and the amendment shall be effective thirty (30) days after the date of the written notice.
7. **Termination of Self-Report Authorization.** The Cooperative may terminate any authorization for Vendor to self-report at any time for any reason, in its sole discretion. Notice of termination, including the effective date of the termination, shall be provided to Vendor in writing. If Vendor at any time wishes to cease self-reporting BuyBoard member purchases, including after receipt of amended self-reporting terms or conditions as provided herein, Vendor shall provide the Cooperative with at least thirty (30) days prior written notice of its request to revoke, listing the effective date of such revocation in the notice. Any termination or revocation of an authorization to self-report shall pertain to Vendor self-reporting only and shall not affect an awarded Vendor's underlying BuyBoard contract.
8. **BuyBoard Contract Terms and Conditions.** Self-reporting is subject to the General Terms and Conditions of the Contract. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as set forth in the General Terms and Conditions of the Contract.
9. **Assignment.** An authorization to self-report is specific to Vendor and not subject to assignment. In the event a Vendor's awarded Contract is subsequently assigned to another vendor where permitted by the Contract, the Contract assignee must submit its own Vendor Request to Self-Report BuyBoard Purchases and receive approval of such request by the BuyBoard Administrator.

# Abilene Reporter-News

PART OF THE USA TODAY NETWORK

Certificate of  
Publication

TEXAS ASSOC OF SCHOOL BOARDS  
12007 RESEARCH BLVD

AUSTIN, TX 78759

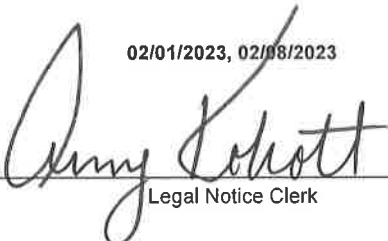
STATE OF WISCONSIN) )  
COUNTY OF BROWN)

Before me, the undersigned authority, on this day personally appeared representing the Abilene Reporter-News being duly sworn deposes and says that the following notice(s) published in said newspaper generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas by:

TEXAS ASSOC OF SCHOOL BOARDS

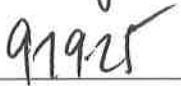
On the following issue(s) dated to wit:

02/01/2023, 02/08/2023

  
\_\_\_\_\_  
Legal Notice Clerk

On this August 22, 2023, I certify that the attached document is a true and exact copy made by the publisher.:

  
\_\_\_\_\_  
Notary Public, State of Wisconsin, County of Brown

  
\_\_\_\_\_  
My Commission Expires

Publication Cost: \$1,065.00  
Ad No: 0005576614  
Customer No: 1225040  
PO #:

# of Affidavits: 1

This is not an invoice

VICKY FELTY  
Notary Public  
State of Wisconsin



Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

- 708-23 Auction Services, 3/23/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
- 709-23 Pest Control Management Services, 4/6/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
- 710-23 Election Voting Systems Equipment and Supplies, 4/13/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
- 711-23 Outdoor Street Lighting, 4/20/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
- 712-23 Musical Instruments, Equipment, and Instrument Repair Services, 4/27/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
- 713-23 Copier Equipment and Supplies, 5/18/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
- 714-23 Mobile Command, Emergency Management, and Bio-Terrorist Vehicles, 5/25/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
- 715-23 Automotive Parts, Fluids, Equipment, and Maintenance Services, 6/1/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 716-23 Copy/Print and Document Management Services, 6/8/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 717-23 Water Utility Meters and Monitoring Systems, 6/15/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 718-23 Unmanned Aerial Vehicles and Surveillance Services, 6/22/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 719-23 Electric Vehicle Charging Stations, 6/29/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 720-23 HVAC Equipment, Supplies, and Installation of HVAC Equipment, 7/13/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 721-23 Underground Utility Location Services, 7/20/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 722-23 School Buses, Parts, and Maintenance Repair Service, 8/10/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 723-23 Heavy Duty Trucks, Parts, and Maintenance Repair Service, 8/17/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 724-23 Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Service, 8/24/2023 to 4:00 PM, 12/1/2023 to 11/30/2026

“Completed sealed proposals will be received by the Local Government Purchasing Cooperative either by submitting the Proposal electronically through the Cooperative’s designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the Instructions to Proposers.”

NOTE: Proposal Invitations will be available at [www.vendor.buyboard.com](http://www.vendor.buyboard.com). The Cooperative reserves the

# BROWNSVILLE The Herald

## PUBLISHER'S AFFIDAVIT

I Sally Rodriguez, being duly sworn on her oath states that she is a representative of The Brownsville Herald and that the attached notice appeared in the following issues:

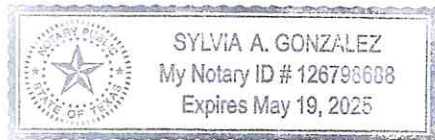
Date: January 18, 25, 2023


Acct: 40021292-Texas Asso. Of School Boards

Ticket: 30224158-Request For Proposals

  
SALLY RODRIGUEZ

Subscribed and sworn to before me on this the 01st day of February 2023



  
Notary Public, Cameron County  
State of Texas





1-866-572-SELL WEDNESDAY, JANUARY 18, 2023 1-866-572-SELL

101 Legal / Bid Notices 101 Legal / Bid Notices 101 Legal / Bid Notices 101 Legal / Bid Notices 101 Legal / Bid Notices 101 Legal / Bid Notices 102 Bid Notices 102 Bid Notices 102 Bid Notices 102 Bid Notices

### Notice Bank Depository Applications

NOTICE IS HEREBY GIVEN that Applications in the form of sealed proposals will be accepted by the Brownsville Navigation District of Cameron County, Texas, from any bank, credit union, or saving association, **authorized to do business in the State of Texas** and regularly doing business within the territorial limits of the Brownsville Navigation District of Cameron County, Texas, desiring to be selected as Depository of the funds of said District.

All Applications must be sealed and delivered to Zeus Yanez, Director of Finance, at the Administrative Offices of the District, located at 1000 Foust Road, Brownsville, Texas, 78521 before 3:00 p.m. on February 1, 2023. All submissions must be clearly marked on the outside of the envelope "Application for Depository Services."

Vendor's name will be read aloud on February 1, 2023 at 3:00 p.m. Proposers are invited but not required to attend to listen to the proposal acknowledgment.

Applications must comply with the requirements set out in the "Requirements for Bank Depository Application" which may be obtained from the Director of Finance of the District or Port of Brownsville Website: [https://www.portofbrownsville.com/procurement\\_category/ftp/](https://www.portofbrownsville.com/procurement_category/ftp/).

THE RIGHT IS HEREBY RESERVED by the Board of Commissioners of said District to reject any or all Applications and to accept any proposal deemed most advantageous to the Port of Brownsville

01/11/2023, 01/18/2023, 01/25/2023

### REGION ONE EDUCATION SERVICE CENTER Purchasing Department

1900 West Schunior Street, Edinburg, Texas 78541-2233  
Website: [www.esct.net/eBuyOne](http://www.esct.net/eBuyOne)

Region One Education Service Center is seeking procurement solicitations for the following:

- Adult Education Credentialing Training Services RFP 23-0125
- Early Childhood Intervention Professional Therapy Services RFP 23-0127
- Meal Catering Services and Supplies RFP 23-0122
- Document Imaging Services RFP 23-0126
- Region One Purchasing Cooperative School Safety and Security Equipment and Services RFP 23-0130

Addenda was issued for the RFPs noted above, extending the submission deadline to 3 PM, Wednesday February 1, 2023. Check <https://esct1.bonfirehub.com/portal/71ab/openOpportunities> for possible addenda, including extension of submission deadline.

All bid solicitation documents and requirements, including but not limited to, terms and conditions, detailed specifications, technical requirements, evaluation method/criteria, award process, method of payment, and a list of cooperative members (if applicable) can be found by accessing the bid solicitation at: [www.esct.net/eBuyOne](http://www.esct.net/eBuyOne). This bid solicitation is subject to addenda, including but not limited to, an extension of the submission deadline, communicated through eBuyOne at <https://esct1.bonfirehub.com/portal/71ab/openOpportunities>. Inquiries should be directed to eBuyOne@esct1.net.

All submittals must be received electronically no later than the designated date and time to Region One Education Service Center, 1900 West Schunior Street, Edinburg, Texas 78541-2233 via eBuyOne at <https://esct1.bonfirehub.com/portal/71ab/openOpportunities>; and will be opened publicly at that time via a Zoom meeting link.

The awarding will take place at a public Region One ESC board meeting. The Region One ESC board of directors reserves the right to accept or reject any and/or all solicitation responses as they may appear advantageous and/or provides best value to the Region One ESC.

102 Bid Notices 102 Bid Notices 102 Bid Notices 102 Bid Notices 102 Bid Notices 102 Bid Notices

### Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number	Proposal Name	Proposal Deadline	Contract Effective Date	Contract Expiration Date
708-23	Auction Services	3/23/2023 at 4:00 PM	9/1/2023	8/31/2026
709-23	Pest Control Management Services	4/6/2023 at 4:00 PM	9/1/2023	8/31/2026
710-23	Election Voting Systems Equipment and Supplies	4/13/2023 at 4:00 PM	9/1/2023	8/31/2026
711-23	Outdoor Street Lighting	4/20/2023 at 4:00 PM	9/1/2023	8/31/2026
712-23	Musical Instruments, Equipment, and Instrument Repair Services	4/27/2023 at 4:00 PM	9/1/2023	8/31/2026
713-23	Copier Equipment and Supplies	5/18/2023 at 4:00 PM	9/1/2023	8/31/2026
714-23	Mobile Command, Emergency Management, and Bio-Terrorist Vehicles	5/25/2023 at 4:00 PM	9/1/2023	8/31/2026
715-23	Automotive Parts, Fluids, Equipment, and Maintenance Services	6/1/2023 at 4:00 PM	12/1/2023	11/30/2026
716-23	Copy/Print and Document Management Services	6/8/2023 at 4:00 PM	12/1/2023	11/30/2026
717-23	Water Utility Meters and Monitoring Systems	6/15/2023 at 4:00 PM	12/1/2023	11/30/2026
718-23	Unmanned Aerial Vehicles and Surveillance Services	6/22/2023 at 4:00 PM	12/1/2023	11/30/2026
719-23	Electric Vehicle Charging Stations	6/29/2023 at 4:00 PM	12/1/2023	11/30/2026
720-23	HVAC Equipment, Supplies, and Installation of HVAC Equipment	7/13/2023 at 4:00 PM	12/1/2023	11/30/2026
721-23	Underground Utility Location Services	7/20/2023 at 4:00 PM	12/1/2023	11/30/2026
722-23	School Buses, Parts, and Maintenance Repair Service	8/10/2023 at 4:00 PM	12/1/2023	11/30/2026
724-23	Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Service	8/24/2023 at 4:00 PM	12/1/2023	11/30/2026

"Completed sealed proposals will be received by the Local Government Purchasing Cooperative either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the Instructions to Proposers."

NOTE: Proposal Invitations will be available at [www.vendor.buyboard.com](http://www.vendor.buyboard.com). The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

My work delivers.

I deliver the news.

A low budget, a tight deadline, a fast paced environment. I'm able to turn supplemental content into an opportunity to increase my earnings through my sales of e! Extra, BNNV Herald, and The Herald. I'm a mom and I'm proud to be a part of the team that makes my life easier and yours too. Call today at 978-869-9270

The Herald has openings for Independent Distributors

CALL TODAY 978-869-9270

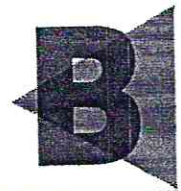
**E! Extra The Herald BNNV Herald**  
222.N. Expressway 83 Suite 176

Let The Classifieds Do The FOOTWORK

valleyclassifieds.com  
**Valleywide CLASSIFIEDS**  
1-866-572-SELL

Cruise On In TO THE CLASSIFIEDS  
1-866-752-SELL (7355)





1-866-572-SELL

WEDNESDAY, JANUARY 25, 2023

1-866-572-SELL

- 101 Legal / Bid Notices
- 101 Legal / Bid Notices
- 101 Legal / Bid Notices
- 101 Legal / Bid Notices
- 101 Legal / Bid Notices
- 101 Legal / Bid Notices
- 209 Air Conditioning
- 210 Home Repairs
- 501 Help Wanted
- 501 Help Wanted

### Notice Bank Depository Applications

NOTICE IS HEREBY GIVEN that Applications in the form of sealed proposals will be accepted by the Brownsville Navigation District of Cameron County, Texas, from any bank, credit union, or saving association, authorized to do business in the State of Texas and regularly doing business within the territorial limits of the Brownsville Navigation District of Cameron County, Texas, desiring to be selected as Depository of the funds of said District.

All Applications must be sealed and delivered to Zeus Yanez, Director of Finance, at the Administrative Offices of the District, located at 1000 Foust Road, Brownsville, Texas, 78521 before 3:00 p.m. on February 1, 2023. All submissions must be clearly marked on the outside of the envelope "Application for Depository Services."

Vendor's name will be read aloud on February 1, 2023 at 3:00 p.m. Proposers are invited but not required to attend to listen to the proposal acknowledgment.

Applications must comply with the requirements set out in the "Requirements for Bank Depository Application" which may be obtained from the Director of Finance of the District or Port of Brownsville Website, [https://www.portofbrownsville.com/procurement\\_category/rlfp/](https://www.portofbrownsville.com/procurement_category/rlfp/).

THE RIGHT IS HEREBY RESERVED by the Board of Commissioners of said District to reject any or all Applications and to accept any proposal deemed most advantageous to the Port of Brownsville

01/11/2023, 01/18/2023, 01/25/2023

**209 Air Conditioning**  
G & G Air Conditioning Residential & Commercial Service Repair & AC Replacement 10 yrs warranty on parts compressor. Over 30 yrs of Exp. Call week morning 8:30 am - 5:00 pm. **6742253000** Call 956-606-4726

**209 Carpet**  
NOOK'S Carpet Cleaning Special \$25.00 per room, RV or Park Model Special \$75.00. Great Rate on Upholstery. Heavy Carpet needs to be Deterged. Free Detergent & Deterging. Fast Drying Time! Call Now! Satisfaction Guaranteed. \$10 off any service \$75 or more. Call 956-785-1268. Serving You Valleywide!

**210 Home Repairs**  
Caprales, Plomeria, Hecodolaciones, Reparede de techos, Azulejos, Sherwood, Pintura, Tapa & Hoz, etc. PRESUPUESTO GRATIS. 956-379-4325

**230 Remodeling**  
Artex House Leveling & Remodeling Co. House Cracking? Foundation Problems? Call Today! FREE ESTIMATES. Hwy 419-7855. M-F 9-5. Saturdays 9-4. Brwa 44-5667

**406 Miscellaneous**  
Cable Prices. In Groves & Agates? SALES DIRECTLY TO YOU! \$1.00 per foot. Call Mike. 956-253-0388

**417 Wanted to Buy**  
WANTED TO BUY, Coming In Texas. Mr. Baswell buying sports cards and memorabilia. 208-787-2407.

**Today!**  
**Public Education I**  
Position in Harlingen, Bachelor's or Associates degree in entry-level information and communication work. Must be bilingual, have 9-11 experience and knowledge. Must be able to fit 10-15 hrs. Work evenings & weekends. Have a current TDL.  
Send Resume to [jdavis@camroncounty911.com](mailto:jdavis@camroncounty911.com)

**The Herald**  
**El Extra**  
**CIRCULATION ASSISTANT MANAGER**  
Successful candidate will be responsible for Distribution and Service in the Brownsville Area.  
RESPONSIBILITIES:  
• Oversees circulation for the entire area.  
• Responsible for oversight of Contractor for Service, Growth and Collection.  
REQUIREMENTS:  
• HS Graduate or Equivalent.  
• Computer Skills with ability to work with Word and Excel.  
• Reliable transportation with a clean driving record and proof of insurance.  
• Must be able to work early morning hours.  
Interested applicants should e-mail resume to [jdavis@camroncounty911.com](mailto:jdavis@camroncounty911.com) EOE

- 102 Bid Notices
- 102 Bid Notices
- 102 Bid Notices
- 102 Bid Notices
- 102 Bid Notices
- 102 Bid Notices

### Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number	Proposal Name	Proposal Deadline	Contract Effective Date	Contract Expiration Date
708-23	Auction Services	3/23/2023 at 4:00 PM	9/1/2023	8/31/2026
709-23	Pest Control Management Services	4/6/2023 at 4:00 PM	9/1/2023	8/31/2026
710-23	Election Voting Systems Equipment and Supplies	4/13/2023 at 4:00 PM	9/1/2023	8/31/2026
711-23	Outdoor Street Lighting	4/20/2023 at 4:00 PM	9/1/2023	8/31/2026
712-23	Musical Instruments, Equipment, and Instrument Repair Services	4/27/2023 at 4:00 PM	9/1/2023	8/31/2026
713-23	Copier Equipment and Supplies	5/18/2023 at 4:00 PM	9/1/2023	8/31/2026
714-23	Mobile Command, Emergency Management, and Bio-Terrorist Vehicles	5/25/2023 at 4:00 PM	9/1/2023	8/31/2026
715-23	Automotive Parts, Fluids, Equipment, and Maintenance Services	6/1/2023 at 4:00 PM	12/1/2023	11/30/2026
716-23	Copy/Print and Document Management Services	6/8/2023 at 4:00 PM	12/1/2023	11/30/2026
717-23	Water Utility Meters and Monitoring Systems	6/15/2023 at 4:00 PM	12/1/2023	11/30/2026
718-23	Unmanned Aerial Vehicles and Surveillance Services	6/22/2023 at 4:00 PM	12/1/2023	11/30/2026
719-23	Electric Vehicle Charging Stations	6/29/2023 at 4:00 PM	12/1/2023	11/30/2026
720-23	HVAC Equipment, Supplies, and Installation of HVAC Equipment	7/13/2023 at 4:00 PM	12/1/2023	11/30/2026
721-23	Underground Utility Location Services	7/20/2023 at 4:00 PM	12/1/2023	11/30/2026
722-23	School Buses, Parts, and Maintenance Repair Service	8/10/2023 at 4:00 PM	12/1/2023	11/30/2026
724-23	Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Service	8/24/2023 to 4:00 PM	12/1/2023	11/30/2026

\*Completed sealed proposals will be received by the Local Government Purchasing Cooperative either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the Instructions to Proposers.\*

NOTE: Proposal Invitations will be available at [www.vendor.buyboard.com](http://www.vendor.buyboard.com). The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

1-866-572-SELL

**NOTICE**  
"Check your ad for accuracy the first day. Valleywide Classifieds is not responsible for more than one incorrect day or omission of copy of any ad ordered more than one time. Valleywide Classifieds assumes no responsibility for ads left out of the paper after the scheduled pay ad for the next available edition. Under no circumstances shall AIM Media Texas newspapers be held liable for consequential damage of any kind. Payment for corrections should be made within 24 hours of the first publication by calling 1-866-572-7355. The newspaper reserves the right to add, reject or properly classify any copy. If you paid for your ad, a credit card check your credit card number for accuracy. Claims for adjustment on billing checks will be made within 30 days of publication. Valleywide Classifieds is not responsible for any billing claims that are not received 90 days of publication."

**VALLEYWIDE CLASSIFIEDS**  
Call Us At 1-866-572-SELL (7355)

- 501 Help Wanted
- 501 Help Wanted
- 501 Help Wanted

**UTRGV**  
THE UNIVERSITY OF TEXAS  
RIO GRANDE VALLEY

**Digital Accessibility Analyst** <https://www.utrgv.edu/jobs/2023-01-25-digital-accessibility-analyst>

Required Education: Bachelor's degree in Computer Science or a related field from an accredited University.  
Required Experience: Two (2) years of experience in technology analysis support or development including participation in digital accessibility tests.  
Note: These positions are non-exempt and subject to Texas Education Code §12.015 and Texas Government Code, Section 411.003 which authorizes the employer to obtain criminal history record information.  
For the complete job description and a list of available opportunities or to apply please visit: <https://www.utrgv.edu/jobs/>  
UTRGV is an EEO/AA Employer

**"My work delivers."**

I deliver the news. A few hours a night, walking my friends to work. I'm available to help you with the most important opportunity to increase your business through news coverage and growth. Most delivery companies don't call 5500-51. Will generate a list of potential clients for you by my day job. I'll tell you about you, but it's not my job.

The Herald has openings for Independent Distributors

**El Extra** **The Herald** **El Nuevo Herald**  
222.N. Expressway 83 Suite 176



Place Your Ad  
**1-866-572-SELL**  
(7355)



# Classified

# Metro

One of the most trusted brands in North Texas.

Get started today at [dallasnews.com/classifieds](https://dallasnews.com/classifieds) or call 214.745.8123.

### PETS & LIVESTOCK

- Birds
- Cattle
- Cats
- Dogs
- Horses & Mules
- Other Animals
- Pets Found
- Pets Lost
- Services & Supplies

Due to potential misuse/abuse of pets, *The Dallas Morning News* suggests that advertisers charge a minimal fee for their pets. Every life has a value. Also, due to health risks to the pets, we recommend puppies and kittens are at least 8-12 weeks old before they are sold. Use caution when responding to pet ads that involve unusual payment plans or require long-distance shipping. Find your pet from a trustworthy source. If purchasing from a private party or breeder, ask to see where the pets live to ensure the environment is a clean and healthy one. Reputable breeders will always provide detailed genetic information and a health guarantee. You are encouraged to report suspected inhumane conditions and animal abuse/neglect to the Humane Society and your local authorities.

### Dogs

AKC Yellow Lab Puppies 9 wks old, Phone 747-1631 Price Reduced, 35 Year Lab Breeder

Golden Retriever Pure AKC, Very Precious pups, Creams & Reds, W/W, Family Raised 30 yrs exper. Natural temperament at therapy or service dogs, great family dogs. 512-601-2022 [www.styrtongoldens.weebly.com](http://www.styrtongoldens.weebly.com)

Gorgeous Coton De Tulares 2 M, 9 wks old, Hypoallergenic loves kids and animals. Ped reg, APRIL. \$2,500 514-405-1610

Sheepadoodle Puppies for sale \$1800, call 254-687-8872 or 512-717-6444

### LEGAL BIDS & NOTICES

- Bankruptcy, Court Sales
- Bids and Proposals
- Legal Notices

### Bids & Proposals

PO# 1265-9672/DOI 1025643 CITY OF DALLAS CONSTRUCTION ADVERTISEMENT REQUEST FOR BIDS

Bids are required to be submitted electronically via the City of Dallas solicitation website at <https://dallasscityhall.bonfirehub.com> by 1:00 PM on Fridays. All bids will be publicly read at 2:00 PM on Fridays and can be viewed on the City of Dallas website at <https://dallasscityhall.bonfirehub.com> (see City Meetings). Bid title, department, and date of public reading are listed below and on the City of Dallas solicitation website at <https://dallasscityhall.bonfirehub.com> may be obtained from <https://dallasscityhall.bonfirehub.com>. Submittals will not be accepted after the due date/time and hard copy submittals are not permissible.

CIZ-DWU-22-497498 - PART 1 WATER WASTEWATER SMALL SERVICES INSTALLATIONS AT VARIOUS LOCATIONS, PART 2 WATER & WASTEWATER MAIN INSTALLATIONS AT VARIOUS LOCATIONS, PART 3 WATER & WASTEWATER MAIN EXTENSIONS AND EMERGENCY MAINLINE REPLACEMENTS/RELOCATIONS AT VARIOUS LOCATIONS CONTRACT NO. 22-497498

There will be an online Pre-Bid Conference held at 10:00 AM on Thursday, February 2, 2023. To receive a calendar invite to the meeting, please email [DWUCapitalServices@dallas.gov](mailto:DWUCapitalServices@dallas.gov). A calendar invite will be sent upon receipt of your request.

Plans, Specifications and Proposal available on Bonfire Friday, January 13, 2023. Project related questions should be submitted in writing no later than 4:00 PM on Monday, February 6, 2023.

Project Manager: Daniel Atombu, P.E.

Question Due Date/Time: February 6, 2023, at 4:00 P.M. Open/Reading Date/Time: February 10, 2023, at 2:00 P.M.

### Bids & Proposals

PO# 1265-9672/DOI 1026898 CITY OF DALLAS CONSTRUCTION ADVERTISEMENT REQUEST FOR BIDS

Proposals are required to be submitted electronically via the City of Dallas solicitation website at <https://dallasscityhall.bonfirehub.com> by 1:00 PM on Fridays. Proposals will be publicly read at 2:00 PM on Fridays and can be viewed on the City of Dallas website at <https://dallasscityhall.bonfirehub.com> (see City Meetings). Bid title, department, and date of public reading are listed below and on the City of Dallas solicitation website at <https://dallasscityhall.bonfirehub.com> may be obtained from <https://dallasscityhall.bonfirehub.com>. Submittals will not be accepted after the due date/time and hard copy submittals are not permissible.

C122-BSD-2088 - Design and Construction of Solar Photovoltaic (PV) and Battery Energy Storage System (BESS) Project at Bachman Recreation Center

The City of Dallas ("City"), through the Building Services Department is soliciting a Request for Proposal (RFP) for design and installation of rooftop solar PV and Battery Energy Storage System (BESS) Project at Bachman Recreation Center located at 2750 Bowman Dr, Dallas, TX 75220.

Proposals must be obtained beginning Wednesday, January 18, 2023 from the Bonfire portal <https://dallasscityhall.bonfirehub.com>.

Questions Due Date/Time: February 14, 2023 at 5:00 p.m. Solicitation Due Date/Time: February 24, 2023 at 2:00 p.m. Central Time. Open/Reading Date/Time: February 24, 2023 at 2:00 p.m. Central Time.

### Bids & Proposals

PO# 1265-9674/DOI1026899 CITY OF DALLAS CONSTRUCTION ADVERTISEMENT REQUEST FOR BIDS

Bids will be received electronically via the City of Dallas solicitation website at <https://dallasscityhall.bonfirehub.com> until 1:00 P.M. on Friday, January 20, 2023. Bids will be publicly read at 2:00 P.M. on Friday, January 20, 2023. Bids will be accepted until 2:00 P.M. on Friday, January 20, 2023. Bids will be accepted until 2:00 P.M. on Friday, January 20, 2023. Bids will be accepted until 2:00 P.M. on Friday, January 20, 2023. Bids will be accepted until 2:00 P.M. on Friday, January 20, 2023. Bids will be accepted until 2:00 P.M. on Friday, January 20, 2023.

C122-BSD-2088 - Design and Construction of Solar Photovoltaic (PV) and Battery Energy Storage System (BESS) Project at Bachman Recreation Center

The City of Dallas ("City"), through the Building Services Department is soliciting a Request for Proposal (RFP) for design and installation of rooftop solar PV and Battery Energy Storage System (BESS) Project at Bachman Recreation Center located at 2750 Bowman Dr, Dallas, TX 75220.

Proposals must be obtained beginning Wednesday, January 18, 2023 from the Bonfire portal <https://dallasscityhall.bonfirehub.com>.

Questions Due Date/Time: February 14, 2023 at 5:00 p.m. Solicitation Due Date/Time: February 24, 2023 at 2:00 p.m. Central Time. Open/Reading Date/Time: February 24, 2023 at 2:00 p.m. Central Time.

### Legal Notices

Notice to Physicians and Providers

Superior Vision of Texas (Block Vision of Texas, Inc) is a vision care HMO that provides eye health and wellness examinations and corrective eyewear. Applications from physicians and eye care professionals who wish to become network participants under this plan will be accepted from February 1, 2023 through February 20, 2023.

An application may be requested by visiting [www.superiorvision.com/eye-care](http://www.superiorvision.com/eye-care) or by calling 800-333-3333.

Superior Vision participates with the following plans:

- American Optics Group, Christus, Children's Medical Center and Dell Children's Health Plan.

Superior Vision, Attn: Network Development, 881 Elkridge Landing Rd 3000, Lintinicum Heights, MD 21090

### Legal Notices

NOTICE OF PUBLIC HEARING

Thursday, January 26, 2023

5:30 p.m.

Turney W. Bonard Governance and Training Center Conference Area 5151 Samuel Blvd. Dallas, TX 75228

Annual Report of Performance on Texas Academic Performance Report for 2022-2023 and the 2022-2023 Evaluation of the Effectiveness of Accelerated Instruction

The Dallas Independent School District will hold a public hearing to share information with the community regarding the educational performance of the district along with the effectiveness of accelerated instruction. The Meeting will take place at 5:30 p.m., Thursday, January 26, 2023, Conference Area, 5151 Samuel Blvd.

Persons interested in making comments at the public hearing should register to speak by contacting Board Services at (972) 925-3720. Registration will begin at 7:30 a.m., Monday, January 23, through Wednesday, January 25, at 5 p.m.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

(Pursuant to TAC §11.1402)

Scott and White Health Plan d/b/a Baylor Scott & White Health Plan, Scott & White Care Plan, d/b/a Baylor Scott & White Care Plan, SHA, LLC d/b/a FirstCare Health Plan, and Baylor Scott & White Insurance Company will solicit applications for participation in its provider networks for January 21, 2023 through February 17, 2023. Please contact providers who practice within the designated service area of each company and wish to become a contracted provider should submit a request at [BSWHHealthPlan.com](http://BSWHHealthPlan.com) under the "Join Our Network" section for information describing the designated service area can be found at [BSWHHealthPlan.com](http://BSWHHealthPlan.com) and [firstcare.com/en/home](http://firstcare.com/en/home) or by contacting 800-921-9747. Applicants will be notified of acceptance status within 90 days of receipt of application.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

(Pursuant to TAC §11.1402)

Scott and White Health Plan d/b/a Baylor Scott & White Health Plan, Scott & White Care Plan, d/b/a Baylor Scott & White Care Plan, SHA, LLC d/b/a FirstCare Health Plan, and Baylor Scott & White Insurance Company will solicit applications for participation in its provider networks for January 21, 2023 through February 17, 2023. Please contact providers who practice within the designated service area of each company and wish to become a contracted provider should submit a request at [BSWHHealthPlan.com](http://BSWHHealthPlan.com) under the "Join Our Network" section for information describing the designated service area can be found at [BSWHHealthPlan.com](http://BSWHHealthPlan.com) and [firstcare.com/en/home](http://firstcare.com/en/home) or by contacting 800-921-9747. Applicants will be notified of acceptance status within 90 days of receipt of application.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

(Pursuant to TAC §11.1402)

Scott and White Health Plan d/b/a Baylor Scott & White Health Plan, Scott & White Care Plan, d/b/a Baylor Scott & White Care Plan, SHA, LLC d/b/a FirstCare Health Plan, and Baylor Scott & White Insurance Company will solicit applications for participation in its provider networks for January 21, 2023 through February 17, 2023. Please contact providers who practice within the designated service area of each company and wish to become a contracted provider should submit a request at [BSWHHealthPlan.com](http://BSWHHealthPlan.com) under the "Join Our Network" section for information describing the designated service area can be found at [BSWHHealthPlan.com](http://BSWHHealthPlan.com) and [firstcare.com/en/home](http://firstcare.com/en/home) or by contacting 800-921-9747. Applicants will be notified of acceptance status within 90 days of receipt of application.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.

### Legal Notices

NOTICE TO PHYSICIANS AND PROVIDERS

We are a vision care HMO that provides vision eye care services. We are accepting applications beginning January 31, 2023 until February 20, 2023 from providers for the following eye care services: Vision Care, Eye Examinations, Contact Lens, and Eyeglasses. We are accepting applications in this area who wish to be participating providers under the terms and conditions established by our HMO. Send your request for an application to: EyeMed Vision Care HMO of Texas Inc., 2465 Joe Field Road, Dallas, TX 75229, Attn: Provider Applications.



# Marketplace

One of the most trusted brands in North Texas.

Get started today at [dallasnews.com/classifieds](http://dallasnews.com/classifieds) or call 214.745.8123.

### AUTOMOTIVE

- Autos
- Commercial Vehicles
- Pickups
- SUVs
- Dogs
- Trailers
- Vans

### services

Call us about our exciting new online and print advertising opportunities!

### PETS & LIVESTOCK

- Birds
- Cats
- Cattle
- Dogs
- Horses & Mules
- Other Animals
- Pets Found
- Pets Lost
- Services & Supplies

### legal

Bids & Proposals

Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

708-23	Auction Services, 3/23/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
709-23	Pest Control Management Services, 4/6/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
710-23	Election Voting Systems Equipment and Supplies, 4/13/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
711-23	Outdoor Street Lighting, 4/20/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
712-23	Musical Instruments, Equipment, and Instrument Repair Services, 4/27/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
713-23	Copier Equipment and Supplies, 5/18/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
714-23	Mobile Command, Emergency Management, and Bio-Terrorist Vehicles, 5/25/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
715-23	Automotive Parts, Fluids, Equipment, and Maintenance Services, 6/1/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
716-23	Printer Utility Meters and Monitoring Systems, 6/15/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
717-23	Unmanned Aerial Vehicles and Surveillance Services, 6/22/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
718-23	Electric Vehicle Charging Stations, 6/29/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
720-23	HVAC Equipment, Supplies, and Installation of HVAC Equipment, 7/13/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
721-23	Underground Utility Location Services, 7/20/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
722-23	School Buses, Parts, and Maintenance Repair Service, 8/10/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
723-23	Heavy Duty Trucks, Parts, and Maintenance Repair Service, 8/17/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
724-23	Vehicles, Police/Torcses, Trucks, Parts, and Maintenance Repair Service, 8/24/2023 at 4:00 PM, 12/1/2023 to 11/30/2026

### REQUEST FOR PROPOSALS RFP# 2023-021

The North Central Texas Council of Governments (NCTCOG) is soliciting Statements of Proposals for Program Outreach Specialists. Responses are welcome from providers that are able to provide these services. Responses are due and will be opened and read aloud at 2:00 pm (CDT) 2/22/2023. To obtain a proposal packet visit: <http://www.nctcog.org/ra/RFP.asp>.

### Concrete

Concrete Work, Low rates. Free estimates. Patios, Driveways & more. Call Jorge 214-674-1166

### Paint/Wallpaper

Painting & Dry Wall Repairs, Int/Ext. Textures, Carpentry, Fence staining, 25 years exp. Free est. 972-896-8145

### Portable Buildings

WOOD BUILDINGS (Unfinished Inside)

12x12	\$3,880
14x24	\$7,189
16x32	\$7,995
24x28	\$13,997
30x40	\$23,300

(built on site) 817-269-9680

### LEGAL BIDS & NOTICES

- Bankruptcy, Court Sales
- Bids and Proposals
- Legal Notices

### CITY OF ROWLETT REQUEST FOR PROPOSAL

Sealed proposals will be received at the Purchasing Office, 4004 Main Street, Rowlett, Texas 75088, or mailed to P.O. Box 99, Rowlett, TX 75088-0099, until 2:00 P.M., February 9, 2023 for RFP 2023-11 Wrecker Service Agreement. Submittals will be opened at the City Annex Conference Room, 4004 Main Street, Rowlett, Texas 75088.

### Antiques, Classics, Special Interest

### Firewood

PECAN, OAK WOOD \$180 1/2, \$300 full cord. FREE Delivery & Stock! Call Jorge 214-650-7293

### Dogs

Beautiful Reg. 9 wk old English Golden Retriever Puppies For Sale, Champion bloodlines, raised in home. \$2,500 479-500-5006

### LEGAL BIDS & NOTICES

Bids & Proposals

Completed sealed proposals will be received by the Local Government Purchasing Cooperative either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the Instructions to Proposers.

### CITY OF ROWLETT Notice to Bidders

Sealed bids will be received at the Purchasing Office, 4004 Main Street, Rowlett, Texas 75088, or mailed to P.O. Box 99, Rowlett, TX 75088-0099, until 2:00 P.M., February 2, 2023 for Bid 2023-13 Annual Crack Seal Program. Bids will be opened and read aloud at the City Hall Conference Room, 4000 Main Street, Rowlett, Texas 75088.

### Heavy Duty Trucks, Trailers

### Roofing Repair

Best Deal in Town! Free A/C Tune-up with Roof Replacement. Call 214-375-2484 for all of your roofing & remodeling needs. Ask about our Vets & Senior Discounts. Ask for Roy

### Attorneys

The Davis Law Firm Personal Injury Claims Pay no attorney's fees unless you recover. Court costs, litigation expenses, and medical bills are paid from your share of the recovery. If there is no recovery, you will not be responsible for any court costs or litigation expenses, except for unpaid medical bills. Office in Dallas, TX 972-426-8388

### LEGAL BIDS & NOTICES

Bids & Proposals

Proposals are required to be submitted electronically via the City of Dallas' solicitation website at <https://dallasscityhall.bonfirehub.com> by 1:00 PM on Fridays. Bids will be publicly read at 2:00 PM on Fridays and can be viewed on the City of Dallas' website at <https://dallasscityhall.bonfirehub.com> unless otherwise noted in the description below the proposal. Questions and specification may be obtained from <https://dallasscityhall.bonfirehub.com>.

### Public Notice

Upper Trinity Regional Water District, a political subdivision of the State of Texas, is currently seeking sealed bids for the following item:

#### LABORATORY EQUIPMENT, ACCESSORIES, AND SUPPLIES

Sealed bids will be received online by the Upper Trinity Regional Water District until 2:00 P.M. local time, Friday, February 17, 2023. Specifications & bid packet may be obtained by going to <http://www.utrwid.com/business-opportunities>.

### Automotive Services

- Auto Services & Parts
- Auto/Truck for Rent/Lease
- Auto/Trucks Wanted
- Swap Meets & Shows

### Attorneys

The Davis Law Firm Personal Injury Claims Pay no attorney's fees unless you recover. Court costs, litigation expenses, and medical bills are paid from your share of the recovery. If there is no recovery, you will not be responsible for any court costs or litigation expenses, except for unpaid medical bills. Office in Dallas, TX 972-426-8388

### Dogs

Golden Retriever Pure AKC, Sweet Precious pups, Cocker & Redd, SW, Family Raised 30 yrs exper. Natural temperament of therapy or service dogs, small fees. 512-601-2022 [tetebranchwireless.com](http://tetebranchwireless.com) [www.weebly.com](http://www.weebly.com)

### LEGAL BIDS & NOTICES

Bids & Proposals

The Dallas Fort Worth International Airport Board will receive sealed bids for the following items at the location stated below until the due date and time stated:

SOLICITATION: 9500782 - East West Connector Phase 1  
 BID DUE DATE AND TIME: Tuesday, February 28, 2023 @ 2:00 PM CST  
 MINORITY-WOMEN BUSINESS ENTERPRISE (MWBE) GOAL: 9%  
 CONTRACT NUMBER: N0000197923233

### NOTICE TO CONTRACTORS

The City of Richardson is extending the previous bid deadline and shall accept electronic bids through Periscope S2G at [periscopesholdings.com](http://periscopesholdings.com) or sealed bids for Bid No. 22-23 Rebid Hunt Branch Drainage & Utility Improvements, until February 2, 2023, prior to 2:00 P.M. Central Time. Bids shall be received in the lobby of the Richardson Municipal Building at 2100 E. Campbell Rd., Richardson, Texas 75081. Bids shall be opened and read aloud on the same day at 3:00 P.M. ONLINE via WebEx. Solicitation documents are available to be downloaded at no charge through [Periscopesholdings.com](http://Periscopesholdings.com).

### Merchandise

- Estate Sales
- Garage Sales
- Antiques, Art, Collectibles
- Appliances-Home
- Auction Sales
- Books, Magazines
- Building Materials
- China, Silver, Tableware
- Cooling, Heating Equip
- Crafts, Hobbies, Seasonal
- Electronics
- Farm Equipment
- Flooring, Carpet
- Furniture-Home
- Gameroom Equip
- Infant/Children Items
- Jewelry, Watches
- Lawn & Garden
- Machinery & Tools
- Medical, Handicapped
- Equipment
- Merchandise
- Office Equip/Furn
- Pianos, Musical
- Instruments
- Pools, Spas, Supplies
- Portable Buildings
- Restaurant, Bar
- Business Fixtures
- Sewing Machines
- Sporting Goods
- Tickets-Sports/
- Entertainment
- Tickets-Travel
- Warehouse Equip
- Wearing Apparel

### Brick, Stone Services

#### Brick Repair, Cracks, Mail Boxes, Etc., No Job To Big or Small, 20 years Experience. Free Estimates. (469) 926-5064

### Dogs

NORTH DALLAS PUPS (214) 471-7426 (Veda) [www.northdallaspups.com](http://www.northdallaspups.com)  
 Corgis, Cocker-pops, Shihpoo, Malipoos, Morkies, Petite Golden doodles, 2 year health guarantee, up to date on shots, all water Parents have been hip and genetic tested!! 5125-9295.

### LEGAL BIDS & NOTICES

Bids & Proposals

POB 1265-9674/DO#1028698  
 CITY OF DALLAS CONSTRUCTION ADVERTISEMENT REQUEST FOR BIDS

Bids will be received electronically via the City of Dallas' solicitation website at <https://dallasscityhall.bonfirehub.com> until 1:00 P.M. on FRIDAYS. All bids will be publicly read at 2:00 P.M. on FRIDAYS and can be viewed on the City of Dallas' website at <https://dallasscityhall.bonfirehub.com> (see City Meetings). Bids titles and dates of public opening are listed below. Bid Packets may be obtained by downloading from <https://dallasscityhall.bonfirehub.com>. Submittals will not be accepted after the due date/time and hard copy submittals are not permissible.

### NOTICE TO BIDDERS

INVITATION TO BID NO. 39-23 ANNUAL REQUIREMENTS CONTRACT FOR CONTAINER MAINTENANCE

The City of Richardson shall accept electronic bids through Periscope S2G at [periscopesholdings.com](http://periscopesholdings.com) or sealed bids for Invitation to Bid No. 39-23 Annual Requirements Contract for Container Maintenance, until February 7, 2023, prior to 2:00 P.M. Central Time. Bids shall be received in the lobby of the Richardson Municipal Court Building at 2100 E. Campbell Rd., Richardson, Texas 75081. Bids shall be opened on February 7, 2023, at 2:30 P.M. ONLINE via WebEx. Solicitation documents are available to be downloaded at no charge through [Periscopesholdings.com](http://Periscopesholdings.com). A voluntary pre-bid meeting will be held on Thursday, January 26, 2023 @ 10:00 A.M. ONLINE via WebEx.

### Home Repairs

THE HANDY GUYS Since 1996 Repairs & Remodeling You name it, we can do it! Kitchens, Bathrooms, Roofing, Plumbing, Electrical, Flooring, Decks, Fences, Siding, Painting, Carpentry, Gutters, Landscaping and more! 214-394-8788 [www.thehandyguy.net](http://www.thehandyguy.net)

### Home Repairs

ROCK Foundation Repair Free est, \$175 pier & beam 214-489-5606 972-765-0729 469-735-8572, credit cards [dfw-foundationrepair.com](http://dfw-foundationrepair.com)

### Dogs

YORKIES, AKC, quality pups, health guar, champion lines. \$1,200+ (214) 676-2385 or visit [shimmerlimeyorkies.com](http://shimmerlimeyorkies.com)

### LEGAL BIDS & NOTICES

Bids & Proposals

POB 1265-9674/DO#1028699  
 CITY OF DALLAS CONSTRUCTION ADVERTISEMENT REQUEST FOR BIDS

Bids will be received electronically via the City of Dallas' solicitation website at <https://dallasscityhall.bonfirehub.com> until 1:00 P.M. on FRIDAYS. All bids will be publicly read at 2:00 P.M. on FRIDAYS and can be viewed on the City of Dallas' website at <https://dallasscityhall.bonfirehub.com> (see City Meetings). Bids titles and dates of public opening are listed below. Bid Packets may be obtained by downloading from <https://dallasscityhall.bonfirehub.com>. Submittals will not be accepted after the due date/time and hard copy submittals are not permissible.

### Legal Notices

Notice to Physicians and Providers. Interested in becoming part of the Parkland Community Health Plan Provider Network? We are always accepting new applications, contact us at [RCHP.ContractingDepartment@phhs.org](mailto:RCHP.ContractingDepartment@phhs.org) or mail to join our CHIP and Medicaid network: Parkland Community Health Plan Affn. Network Development, 1341 West Mockingbird Lane, Suite 400E Dallas, TX 75247

### House Foundation Repairs

### Roofing Repair

ROOF REPAIRS Leaks, Missing Shingles, Roof Turbines, Gutter Cleaning. 19 years of exper. Greg: 972-849-1845

### LOCAL JOURNALISM

DELIVERED THE WAY YOU WANT

Call 1800-925-1500 or [www.dallasnews.com/bid](http://www.dallasnews.com/bid)

### LEGAL BIDS & NOTICES

Bids & Proposals

TEXAS WATER DEVELOPMENT BOARD INSTRUCTIONS TO BIDDERS

- Contingent Award of Contract
- Disadvantaged Business Enterprise Goals
- Davis-Bacon Wage Rate Requirements

### LEGAL NOTICES

ADVERTISEMENT FOR RFP LEGAL NOTICE

International Leadership of Texas Charter School is soliciting proposals for a Food Service Management Company to provide District-wide Food Service. Any company desiring to provide services may view the RFP packet by accessing the district website at [www.itltx.org](http://www.itltx.org) or picking one up at the District office located at: 1601 Summit Ave., #110 Plano, Texas 75074, beginning on January 23, 2023. A Required Pre-Proposal meeting will be held February 23, details included in the RFP. Any proposals received after 4 pm on March 21, 2023, will not be accepted. All proposals must be clearly marked with the correct RFP number and title. The proposals may be mailed or hand delivered to the District with attention to: Larry Albritton, Executive Director of Child Nutrition. I, Texas reserves the right to waive all requirements in any submission; to accept any and/or all submissions or any part of any submission, with or without notice; to advertise for all or any part of the proposal contemplated and/or accept the submission that, in its best judgement, will be at the best interest of I, Texas. Contact Name: Larry Albritton Email: [lalbritton@itltx.org](mailto:lalbritton@itltx.org) Phone: 972-479-9076

### Furniture Home

2yr old power 3 seat couch, med. blue fabric, and 2 yr old power chairs gray and blue fabric, \$800 OBO. 940-387-8290

### Warner Roofing Company

All Types of Roofing!! Insurance Claims Welcome. Free Estimates. Licensed & Fully Insured. BBB MEMBER. 214-207-7725 [thewarnercompanytx.com](http://thewarnercompanytx.com)

### LEGAL BIDS & NOTICES

Bids & Proposals

QUESTIONS DUE DATE/TIME: February 14, 2023 at 5:00 p.m. Central Time  
 SOLICITATION DUE DATE/TIME: February 24, 2023 at 1:00 p.m. Central Time  
 OPENING DATE/TIME: February 24, 2023 at 2:00 p.m. Central Time

### LEGAL BIDS & NOTICES

Bids & Proposals

The current fair share goals for the State of Texas are as follows:

CATEGORY	MBE	WBE
CONSTRUCTION	2.94%	8.72%
EQUIPMENT	7.12%	5.39%
SUPPLIES	11.34%	9.34%
SERVICES	10.84%	5.72%

### LEGAL NOTICES

ADVERTISEMENT FOR RFP LEGAL NOTICE

International Leadership of Texas Charter School is soliciting proposals for a Food Service Management Company to provide District-wide Food Service. Any company desiring to provide services may view the RFP packet by accessing the district website at [www.itltx.org](http://www.itltx.org) or picking one up at the District office located at: 1601 Summit Ave., #110 Plano, Texas 75074, beginning on January 23, 2023. A Required Pre-Proposal meeting will be held February 23, details included in the RFP. Any proposals received after 4 pm on March 21, 2023, will not be accepted. All proposals must be clearly marked with the correct RFP number and title. The proposals may be mailed or hand delivered to the District with attention to: Larry Albritton, Executive Director of Child Nutrition. I, Texas reserves the right to waive all requirements in any submission; to accept any and/or all submissions or any part of any submission, with or without notice; to advertise for all or any part of the proposal contemplated and/or accept the submission that, in its best judgement, will be at the best interest of I, Texas. Contact Name: Larry Albritton Email: [lalbritton@itltx.org](mailto:lalbritton@itltx.org) Phone: 972-479-9076

## JUMBLE

Unscramble these Jumbles, one letter to each square, to form four ordinary words.

RIGEM  
 LHEVA  
 SIRCSI  
 SRTHHA

©2023 Tribune Content Agency, LLC All Rights Reserved.

## CHARITIES

THE DALLAS MORNING NEWS CHARITIES

If you give today, Miguel can eat this weekend.

Poverty robs people of dignity, hope and the power to determine their own future, but together we can make a difference. The Dallas Morning News Charities funds 20 local organizations that help those who are homeless and hungry. If you have it in your heart to help more kids like Miguel, visit [dmcharities.com](http://dmcharities.com)

## Place your ad or notice in Classified Marketplace today.

[dallasnews.com/classifieds](http://dallasnews.com/classifieds)  
 214.745.8123

The Dallas Morning News



# Caller Times

PART OF THE USA TODAY NETWORK

Certificate of  
Publication

**TEXAS ASSOCIATION OF SCHOOL BOARDS**  
12007 RESEARCH BLVD


**AUSTIN, TX 78759-2429**


STATE OF WISCONSIN) )  
COUNTY OF BROWN)

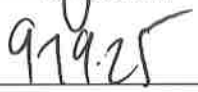
I, being first duly sworn, upon oath depose and say that I am a legal clerk and employee of the publisher, namely, the Corpus Christi Caller-Times, a daily newspaper published at Corpus Christi in said City and State, generally circulated in Aransas, Bee, Brooks, Duval, Jim Hogg, Jim Wells, Kleberg, Live Oak, Nueces, Refugio, and San Patricio, Counties, and that the publication of which the annexed is a true copy, was inserted in the Corpus Christi Caller- Times in the following issue(s) dated:

01/18/2023, 01/25/2023

On this August 22, 2023, I certify that the attached document is a true and exact copy made by the publisher:

  
\_\_\_\_\_  
Legal Notice Clerk

  
\_\_\_\_\_  
Notary Public, State of Wisconsin, County of Brown

  
\_\_\_\_\_  
Notary Expires

Publication Cost: \$1,052.60  
Ad No: 0005557292  
Customer No: 2318644  
PO #: 708/724-23  
# of Affidavits: 1

VICKY FELTY  
Notary Public  
State of Wisconsin

**This is not an invoice**

Texas Association of School  
Boards-Local Government  
Purchasing Cooperative

Proposal Number, Proposal  
Name, Proposal Deadline,  
Contract Effective Date,  
Contract Expiration Date

- 708-23 Auction Services, 3/23/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
- 709-23 Pest Control Management Services, 4/6/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
- 710-23 Election Voting Systems Equipment and Supplies, 4/13/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
- 711-23 Outdoor Street Lighting, 4/20/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
- 712-23 Musical Instruments, Equipment, and Instrument Repair Services, 4/27/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
- 713-23 Copier Equipment and Supplies, 5/18/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
- 714-23 Mobile Command, Emergency Management, and Bio-Terrorist Vehicles, 5/25/2023 at 4:00 PM, 9/1/2023 to 8/31/2026
- 715-23 Automotive Parts, Fluids, Equipment, and Maintenance Services, 6/1/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 716-23 Copy/Print and Document Management Services, 6/8/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 717-23 Water Utility Meters and Monitoring Systems, 6/15/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 718-23 Unmanned Aerial Vehicles and Surveillance Services, 6/22/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 719-23 Electric Vehicle Charging Stations, 6/29/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 720-23 HVAC Equipment, Supplies, and Installation of HVAC Equipment, 7/13/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 721-23 Underground Utility Location Services, 7/20/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 722-23 School Buses, Parts, and Maintenance Repair Service, 8/10/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 723-23 Heavy Duty Trucks, Parts, and Maintenance Repair Service, 8/17/2023 at 4:00 PM, 12/1/2023 to 11/30/2026
- 724-23 Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Service, 8/24/2023 at 4:00 PM, 12/1/2023 to 11/30/2026

“Completed sealed proposals will be received by the **Local Government Purchasing Cooperative** either by submitting the Proposal electronically through the Cooperative’s designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the Instructions to Proposers.”

NOTE: Proposal Invitations will be available at w



AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

TEXAS ASSOCIATION OF SCHOOL      0034252253      HOU004513224  
RAN A LEGAL NOTICE  
SIZE BEING: 4 x38 L

Product	Date	Class	Page
HOU Chronicle	Jan 18 2023	Bids and Proposals	B 5
HOU Chronicle	Jan 25 2023	Bids and Proposals	B 4

*[Handwritten Signature]*  
NEWSPAPER REPRESENTATIVE      *APC clerk*

Sworn and subscribed to before me, this 25th Day of January A.D. 2023



*[Handwritten Signature]*  
Notary Public in and for the State of Texas

Texas Association of School Boards-Local Government Purchasing Cooperative

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

708-23 Auction Services, 3/23/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
709-23 Pest Control Management Services, 4/6/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
710-23 Election Voting Systems Equipment and Supplies, 4/13/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
711-23 Outdoor Street Lighting, 4/20/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
712-23 Musical Instruments, Equipment, and Instrument Repair Services, 4/27/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
713-23 Copier Equipment and Supplies, 5/18/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
714-23 Mobile Command, Emergency Management, and Bio-Terrorist Vehicles, 5/25/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
715-23 Automotive Parts, Fluids, Equipment, and Maintenance Services, 6/1/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
716-23 Copy/Print and Document Management Services, 6/8/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
717-23 Water Utility Meters and Monitoring Systems, 6/15/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
718-23 Unmanned Aerial Vehicles and Surveillance Services, 6/22/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
719-23 Electric Vehicle Charging Stations, 6/29/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
720-23 HVAC Equipment, Supplies, and Installation of HVAC Equipment, 7/13/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
721-23 Underground Utility Location Services, 7/20/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
722-23 School Buses, Parts, and Maintenance Repair Service, 8/10/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
723-23 Heavy Duty Trucks, Parts, and Maintenance Repair Service, 8/17/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
724-23 Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Service, 8/24/2023 at 4:00 PM, 12/1/2023 to 11/30/2026

"Completed sealed proposals will be received by the **Local Government Purchasing Cooperative** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the Instructions to Proposers."

**NOTE:** Proposal Invitations will be available at [www.vendor.buyboard.com](http://www.vendor.buyboard.com). The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

# HEARST

## MEDIA SOLUTIONS

San Antonio Express News | ExpressNews.com | mySA.com

### SAN ANTONIO EXPRESS - NEWS AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:  
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Tamika Perry, who after being duly sworn, says that she is the Newspaper Representative of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS - NEWS, a newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34251997	SAE Express-News	1/18/23
			SAE Express-News	1/25/23



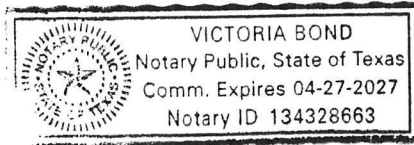
---

**Tamika Perry**  
**Newspaper Representative**

Sworn and subscribed to before me, this 24 day of August A.D. 2023

Notary public in and for the State of Texas





# THE LAWTON CONSTITUTION

P.O. Box 2069-L  
Lawton, OK 73502  
580-585-5000

## Invoice

Invoice Date: 02/13/23  
Invoice: 1088206-35

75703

Research Blvd.  
Austin, TX 78752  
(512) 467-0222

**Sales Rep:** Debbie Jung  
**Product:** LC Legals  
**Ad Type:** I  
**P.O #:**  
**Affidavit:** Y  
**Publication:** The Lawton Constitution, www.SWOKNews.com

Published Dates:  
02/15/23, 02/22/23

**Cost:** \$40.89  
**Discount:** \$0.00  
**Other Charges:** \$30.00  
**Admin Fee:** \$1.42  
  
**Total: \$72.31**

**Ticket:** 1088206

**Ad Title:** Texas Association of Schoo  
**Insertions:** 4  
**Classification:** Legal Notices  
**Ad Lines:** 52  
**Ad Size:** 1 x 4.5 = 4.5

Published in  
The Lawton Constitution  
February 15, 22, 2023  
**TEXAS  
ASSOCIATION  
OF SCHOOL  
BOARDS-LOCAL  
GOVERNMENT  
PURCHASING  
COOPERATIVE**  
Proposal Number,  
Proposal Name,  
Proposal Deadline,  
Contract Effective Date,  
Contract Expiration Date  
711-23 Outdoor Street  
Lighting, 4/20/2023 at  
4:00 PM, 9/1/2023 to  
8/31/2026  
719-23 Electric Vehicle  
Charging Stations,  
6/29/2023 at 4:00  
PM, 12/1/2023 to  
11/30/2026  
720-23 HVAC Equipment,  
Supplies, and  
Installation of HVAC  
Equipment, 7/13/2023 at  
4:00 PM, 12/1/2023 to  
11/30/2026  
"Completed sealed pro-  
posals will be received by  
the Local Government Pur-  
chasing Cooperative either  
by submitting the Proposal  
electronically through the  
Cooperative's designated  
website or by hard copy sub-  
mission at Local Government  
Purchasing Cooperative,

To make a payment online, visit: <http://swoknews.snibilling.com>

# THE LAWTON CONSTITUTION

P.O. Box 2069-L  
Lawton, OK 73502  
580-585-5000

75703

Research Blvd.  
Austin, TX 78752

Invoice: 1088206-35  
Invoice Date: 02/13/23

**Invoice Total: \$72.31**

**Total Paid:** \_\_\_\_\_



# Proof of Publication Item 16.

TASB Bid

## Affidavit of Publication

State of Oklahoma, County of Cleveland, ss:

I, the undersigned publisher, editor or Authorized Agent of the Norman Transcript, do solemnly swear that the attached advertisement was published in said paper as follows:

1st Publication

February 15, 2023

2nd Publication

February 22, 2023

(Published in The Norman Transcript February 15, 22, 2023, 21)  
Texas Association of School Boards-Local Government Purchasing Cooperative  
Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date  
711-23 Outdoor Street Lighting, 4/20/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
719-23 Electric Vehicle Charging Stations, 6/29/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
720-23 HVAC Equipment, Supplies, and Installation of HVAC Equipment, 7/13/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
\*Completed sealed proposals will be received by the Local Government Purchasing Cooperative either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the Instructions to Proposers.  
NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

That said newspaper is Daily, in the city of Norman, Cleveland County, Oklahoma, a Daily newspaper qualified to publish legal notices, advertisements and publications as provided in Section 106 of Title 25, Oklahoma Statutes 1971, as amended, and complies with all other requirements of the laws of Oklahoma with reference to legal publications.

That said Notice, a true copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publications and not in a supplement, on the above noted dates.

Signature

Subscribed and sworn before me on this 23rd day of February 2023.

My commission expires 09/30/26

Notary Public

Commission # 22013298

Cost of Publication \$ 43.79

Ad # 00511443

Acct # 23167970

Copies: 2

### PAY TO

The Norman Transcript  
P.O. Drawer 1058  
Norman, OK 73070

Please include the case number on your check.





# Order Confirmation

Ad Order Number 0010553777

**Customer**

**TEXAS ASSOCIATION OF SCHOOL BOARDS**

Account:1000955423  
TEXAS ASSOCIATION OF SCHOOL BOARDS  
12007 RESEARCH BLVD  
AUSTIN TX 78759 USA  
(800)695-2919

FAX:

**Payor Customer**

**TEXAS ASSOCIATION OF SCHOOL BOARDS**

Account: 1000955423  
TEXAS ASSOCIATION OF SCHOOL BOARDS  
12007 RESEARCH BLVD  
AUSTIN TX 78759 USA  
(800)695-2919

PO Number RFPs JAN 2023

Sales Rep. Kimberlee O'Neill

Order Taker Kimberlee O'Neill

Order Source Rep

Special Pricing

Tear Sheets 0	TearsheetsCost	\$0.00	Net Amount	\$1,068.88
Proofs 0			Tax Amount	\$0.00
Affidavits 1	AffidavitsCost	\$0.00	Total Amount	\$1,068.88
Blind Box			Payment Method	Invoice
Promo Type OR Legal Ad 2x			Payment Amount	\$0.00
Materials			Amount Due	\$1,068.88
Invoice Text RFPs JAN 2023				

## Ad Schedule

Product	The Oregonian::Full Run OR	Placement/Class	Announcements
# Inserts	2	POS/Sub-Class	Public Notices
Cost	\$1,053.88	AdNumber	0010553777-01
Ad Type	OR CLS Legal	Ad Size	2 X 54 li
Pick Up #		Ad Attributes	
External Ad #		Color	<NONE>
Production Method	OR AdBooker	Production Notes	
Run Dates	Sort Text	TEXASASSOCIATIONOFSCHOOLBOARDSLOCALGOVERNMENTPURCHASINGCOOPERATIVEPROPOSALNUMBER	
01/18/2023, 01/25/2023			

Product	OregonLive.com	Placement/Class	Announcements
# Inserts	8	POS/Sub-Class	Public Notices
Cost	\$15.00	AdNumber	0010553777-01
Ad Type	OR CLS Legal	Ad Size	2 X 54 li
Pick Up #		Ad Attributes	
External Ad #		Color	<NONE>
Production Method	OR AdBooker	Production Notes	
Run Dates	Sort Text	TEXASASSOCIATIONOFSCHOOLBOARDSLOCALGOVERNMENTPURCHASINGCOOPERATIVEPROPOSALNUMBER	
01/18/2023, 01/19/2023, 01/20/2023, 01/21/2023, 01/22/2023, 01/23/2023, 01/24/2023, 01/25/2023			

**Ad Content Proof**

**Texas Association of School Boards-Local Government Purchasing Cooperative**  
**Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date,**  
**Contract Expiration Date**

**708-23** Auction Services, 3/23/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
**709-23** Pest Control Management Services, 4/6/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
**710-23** Election Voting Systems Equipment and Supplies, 4/13/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
**711-23** Outdoor Street Lighting, 4/20/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
**712-23** Musical Instruments, Equipment, and Instrument Repair Services, 4/27/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
**713-23** Copier Equipment and Supplies, 5/18/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
**714-23** Mobile Command, Emergency Management, and Bio-Terrorist Vehicles, 5/25/2023 at 4:00 PM, 9/1/2023 to 8/31/2026  
**715-23** Automotive Parts, Fluids, Equipment, and Maintenance Services, 6/1/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
**716-23** Copy/Print and Document Management Services, 6/8/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
**717-23** Water Utility Meters and Monitoring Systems, 6/15/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
**718-23** Unmanned Aerial Vehicles and Surveillance Services, 6/22/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
**719-23** Electric Vehicle Charging Stations, 6/29/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
**720-23** HVAC Equipment, Supplies, and Installation of HVAC Equipment, 7/13/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
**721-23** Underground Utility Location Services, 7/20/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
**722-23** School Buses, Parts, and Maintenance Repair Service, 8/10/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
**723-23** Heavy Duty Trucks, Parts, and Maintenance Repair Service, 8/17/2023 at 4:00 PM, 12/1/2023 to 11/30/2026  
**724-23** Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Service, 8/24/2023 at 4:00 PM, 12/1/2023 to 11/30/2026

"Completed sealed proposals will be received by the **Local Government Purchasing Cooperative** either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission at Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759 or as set out in the instructions to Proposers."

**NOTE:** Proposal Invitations will be available at [www.vendor.buyboard.com](http://www.vendor.buyboard.com). The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

October 9, 2023

Sent Via Email: [mike.crockett@doggett.com](mailto:mike.crockett@doggett.com)

Mike Crockett  
Doggett Freightliner of South Texas, LLC  
8700 IH 10 East  
Converse, TX 78109

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 723-23, Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service

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 December 1, 2023, through November 30, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 723-23 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. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

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

Sincerely,



Ava Benford, Cooperative Procurement Manager  
Texas Association of School Boards, Inc.,  
Administrator for The Local Government Purchasing Cooperative



October 9, 2023

Sent Via Email: mike.crockett@doggett.com

Mike Crockett  
Doggett Freightliner of South Texas, LLC  
8700 IH 10 East  
Converse, TX 78109

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 723-23, Medium and Heavy Duty Trucks, Parts, and Maintenance Repair Service

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2023, through November 30, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 723-23 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 from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to [info@buyboard.com](mailto:info@buyboard.com)

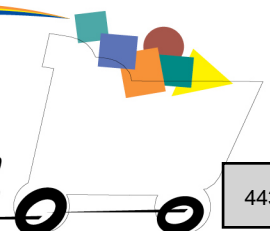
A list of National Cooperative members is available on the [buyboard.com](http://buyboard.com) website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

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

Sincerely,

Ava Benford, Cooperative Procurement Manager  
Texas Association of School Boards, Inc.,  
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021





**PROPOSER'S ACCEPTANCE AND AGREEMENT**

<p><b>Proposal Invitation Name</b> Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service</p>	<p><b>Proposal Due Date/Opening Date and Time</b> August 24, 2023, at 4:00 PM</p>
<p><b>Proposal Invitation Number</b> 723-23</p>	<p><b>Location of Proposal Opening</b> Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759</p>
<p><b>Contract Term</b> December 1, 2023, through November 30, 2024, with two possible one-year renewals.</p>	<p><b>Anticipated Cooperative Board Meeting Date</b> October 2023</p>

*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.*

Doggett Freightliner of South Texas, LLC

Name of Proposing Company

8/21/2023

Date

Signature of Authorized Company Official

8700 IH 10 East

Street Address

Converse, TX 78121

City, State, Zip

Mike Crockett

Printed Name of Authorized Company Official

210-\*277-4373

Telephone Number of Authorized Company Official

Government Sales

Position or Title of Authorized Company Official

210-661-4121

Fax Number of Authorized Company Official

46-3732669

Federal ID Number





## PROPOSAL FORMS PART 1: COMPLIANCE FORMS

### INSTRUCTIONS:

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

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

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

### PROPOSAL ACKNOWLEDGEMENTS

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

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

Initial: 



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

### FELONY CONVICTION DISCLOSURE

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

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

Please check (✓) one of the following:

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

Name of Felon(s): None-

Details of Conviction(s): None - N/A

Initial:



### RESIDENT/NONRESIDENT CERTIFICATION

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

Please check (✓) one of the following:

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

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

Company Name	Address	
City	State	Zip Code

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

### DEBARMENT CERTIFICATION

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

### VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- Yes
- No

Initial:



## NO BOYCOTT VERIFICATION

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

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

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

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

Initial: 



### NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

### HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

- I certify that my company has been certified as a HUB in the following categories:
  - 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.]*

\_\_\_\_\_

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:** \_\_\_\_\_



## 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 or other agreement for construction-related goods or services.

Initial: 





### DEVIATION AND COMPLIANCE

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

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

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

Please check (✓) one of the following:

- No;** Deviations
- Yes;** Deviations

List and fully explain any deviations you are submitting:

No Deviation

---



---



---



---



---



---



---



---



---



---



---

Initial:



## VENDOR CONSENT FOR NAME BRAND USE

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

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

Initial: 



### CONFIDENTIAL/PROPRIETARY INFORMATION

#### A. Public Disclosure Laws

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

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

Please check (✓) one of the following:

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

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

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

Confidential / Proprietary Information:

---

---

---

---

---

(Attach additional sheets if needed.)

Initial: 



P.O. Box 400, Austin, Texas 78767  
800.686.2919 • bids@buyboard.com • buyboard.com

**B. Copyright Information**

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

Please check (✓) one of the following:

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

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

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

Copyright Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Attach additional sheets if needed.)*

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

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

**D. Consent to Release Proposal Tabulation**

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

Initial:



## EDGAR Vendor Certification

(2 CFR Part 200 and Appendix II)

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

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

### 1. Vendor Violation or Breach of Contract Terms:

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

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

**YES**, I agree.

**NO**, I do not agree.

### 2. Termination for Cause or Convenience:

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

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

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

**YES**, I agree.

**NO**, I do not agree.

Initial: 



### 3. Equal Employment Opportunity:

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

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

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

### 4. Davis-Bacon Act:

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

Current prevailing wage determinations issued by the Department of Labor are available at [beta.sam.gov](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.

 Initial: 





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

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

Vendor agrees to comply with the above requirements when applicable.

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

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

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

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

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

### 8. Debarment and Suspension:

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

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

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

### 9. Byrd Anti-Lobbying Amendment:

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

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

Initial: 



#### 10. Procurement of Recovered Materials:

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

YES, I agree.  NO, I do not agree.

#### 11. Domestic Preferences for Procurements:

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

YES, I agree.  NO, I do not agree.

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

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

YES, I agree.  NO, I do not agree.

#### 13. Profit as a Separate Element of Price:

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

YES, I agree.  NO, I do not agree.

#### 14. General Compliance and Cooperation with Cooperative Members:

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

YES, I agree.  NO, I do not agree.

Initial: 



### 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

Doggett Freightliner of South Texas, LLC

Company Name

Signature of Authorized Company Official

Mike Crockett

Printed Name and Title

8/21/2023

Date



## 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:

Doggett Freightliner of South Texas, LLC

*(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:** 46-3732669  
*(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.)*

Doggett Freightliner of South Texas, LLC



## 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: \$28,000,000. (The period of the 12-month period is 8/2022 / 8/2023). 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)	Y	2014 to current	065, 072, 075
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N	Y - 2016-2020	065, 072, 075
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	Y	Y- 2014-Current	065, 072, 075
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 (%):** 31.75 **Proposed Discount (%):** 25

*Explanation:* Due to drastically changing market conditions including inflation the level of discount has been reduced.



### GOVERNMENTAL REFERENCES

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

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	TxDOT	Jamie Goldspink	512-592-2949	jamie.goldspink@txdot.gov	0-25%	\$25M+ annually
2.	City of San Antonio	L.D. McGarity	210-207-2078	ld.mcgarity@sanantonio.gov	0-23%	\$2M-\$8M annually
3.	TDCJ	Robert Warren	936-436-2703	robert.warren@tdcj.texas.gov	0-25%	\$3M annually
4.	City of McAllen	Robert Trevino	956-534-7151	robert.trevino@mcallen.net	0-22%	\$1M-\$3M annually
5.	Texas Comptroller of Public Accounts - Dan Kinsey		512-463-3847	daniel.kinsey@cpa.texas.gov	0-25%	\$25M + annually

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

---

---

---

### COMPANY PROFILE

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





## Company Profile-Firm Overview: Doggett Freightliner of South Texas, LLC

### A) Brief Overview

Doggett Freightliner of South Texas, LLC was established on 11/18/2013 and has acquired (6) full service – Franchised Freightliner and Western Star truck dealerships located in Converse Texas, Austin Texas, Buda Texas, Laredo Texas, Pharr Texas and El Paso Texas.

In addition, Doggett Freightliner of Arkansas was established in May of 2018 with the acquisition of (3) Freightliner dealerships in Arkansas.

The (9) facilities listed above engage in the sale of approximately 5,000 new commercial trucks and 4000 used commercial trucks annually. In addition, all (9) locations provide substantial parts and service support throughout the Texas, Arkansas and New Mexico.

Doggett Freightliner of South Texas, LLC employs in excess of 900 individuals in the State of Texas and has annual revenue in excess of \$800,000,000.00.

Doggett Freightliner of South Texas, LLC is a part of Doggett Equipment Services Group which was founded in 1993 by William “Leslie” Doggett in 1993. Since its inception, Doggett Equipment Services Group has grown from 18 employees and \$2,000,000 in revenue in 1993 to in excess of 3,000 employees and \$2.4 Billion in projected annual sales.

### B) Experience:

Doggett Freightliner of South Texas, LLC has been in operation for just shy of 10 years.

- i i. 95%+ - Percent of time that goods are delivered on time or early.
- ii ii. 9+ Number of years selling similar goods.
- iii iii. Status as a Dealer – Doggett Freightliner of South Texas, LLC is a franchised motor vehicle dealer for Freightliner, FCCC, Western Star, AutoCar and Battle Motors trucks. In addition, Doggett Freightliner is a certified dealer / service center for Detroit Diesel, Cummins and CAT engines. We are a dealer for Allison, Eaton, Fuller and Spicer transmissions. Meritor, Detroit and Spicer axles. Bendix, Meritor and Wabco brakes and various other truck related components.

Doggett Freightliner of	Doggett Freightliner of	Doggett Freightliner of	Doggett Freightliner of
South Texas, LLC	South Texas, LLC	South Texas, LLC	South Texas, LLC
8700 IH-10 East	12002 FM 1472	3103 N. Cage Blvd.	SelectTrucks
Converse, TX 78109	Laredo, TX 78045	Pharr, TX 78577	Converse, TX 78109
(210) 666-6665 Main	(956) 723-7473 Main	(956) 782-8202 Main	(888) 661-9560 Main
(210) 661-0289 Fax	(956) 723-6530 Fax	(956) 728-8230 Fax	(210) 661-7857 Fax



**C) Locations:**

**Doggett Freightliner of South Texas, LLC at 8700 IH 10 East, Converse Texas 78109 is the respondent’s division headquarters and will have multiple individuals tasked with servicing BuyBoard members.**




**Doggett Freightliner of South Texas, LLC also operates facilities in Austin, Buda, Pharr, Laredo and El Paso Texas.**

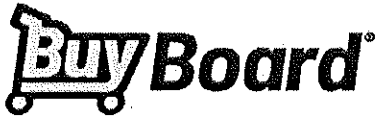
**D) Environmental Sustainability Practices:**

**Doggett Freightliner of South Texas, LLC takes an active role in environmental sustainability through the following direct or indirect practices. 1) Recycling of waste oils, fuel and coolant. 2) Recycling lead acid and AGM batteries. 3) Recycling metals including steel, aluminum and other alloys. 4) Recycling paper and cardboard products. 5) Using energy efficient LED lighting in many interior and exterior areas of our facility. 6) Selling and servicing alternative fuel vehicles (Electric, CNG, LNG, LPG). In addition, we expect to break ground on a new, larger, state of the art and energy efficient facility located approximately 1 mile east of our current location.**

Respectfully,

Mike Crockett

<p><b>Doggett Freightliner of South Texas, LLC</b>                  8700 IH-10 East                  Converse, TX 78109                  (210) 666-6665 Main                  (210) 661-0289 Fax</p>		<p><b>Doggett Freightliner of South Texas, LLC</b>                  12002 FM 1472                  Laredo, TX 78045                  (956) 723-7473 Main                  (956) 723-6530 Fax</p>		<p><b>Doggett Freightliner of South Texas, LLC</b>                  3103 N. Cage Blvd.                  Pharr, TX 78577                  (956) 782-8202 Main                  (956) 728-8230 Fax</p>		<p><b>Doggett Freightliner of South Texas, LLC</b>                  SelectTrucks                  Converse, TX 78109                  (888) 661-9560 Main                  (210) 661-7857 Fax</p>
--	---	--	---	--	---	---



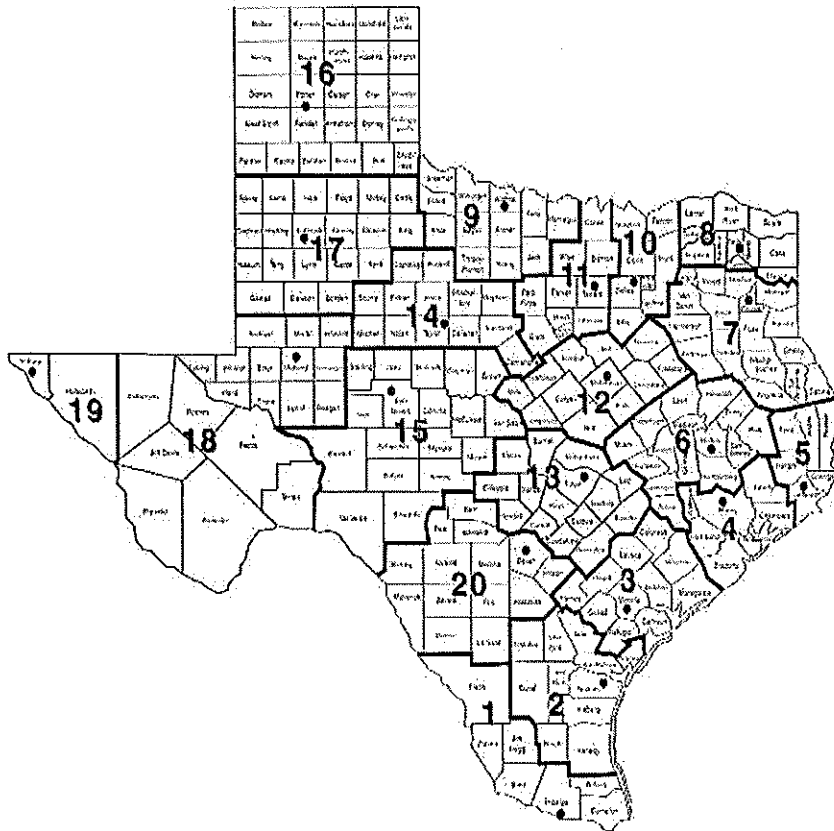
P.O. Box 400, Austin, Texas 78767  
 800.695.2919 • bids@buyboard.com • buyboard.com

## 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





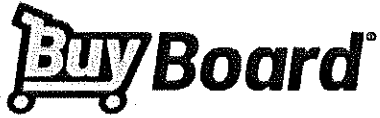
## NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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 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.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Texas and venue for any dispute shall lie in the federal district court of Travis County, Texas.





P.O. Box 400, Austin, Texas 78767  
800.695.2919 • bids@buyboard.com • buyboard.com

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.

Doggett Freightliner of South Texas, LLC

723-23

Name of Vendor

Proposal Invitation Number

  
Signature of Authorized Company Official

Mike Crockett

Printed Name of Authorized Company Official

8/21/2023

Date



### LOCATION/AUTHORIZED SELLER LISTINGS

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

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
Doggett Freightliner of South Texas, LLC	Mark Brunnemann	3103 N. Cage Blvd. Pharr, TX 78577 (956) 513-0201 mark.brunnemann@doggett.com
Doggett Freightliner of South Texas, LLC	Mark Brunnemann	12002 FM 1472 Laredo, TX 78045 (956) 857-3218 mark.brunnemann@doggett.com
Doggett Freightliner of South Texas, LLC	Mike Crockett	1367 N Horizon Blvd. El Paso TX 79928 (210) 277-4373 mike.crockett@doggett.com
Doggett Freightliner of South Texas, LLC	Mike Crockett	1701 Smith Rd. Austin TX 78721 (210) 277-4373 mike.crockett@doggett.com
Doggett Freightliner of Arkansas, LLC	Steve Hancock	11700 Valentine Rd. North Little Rock, AR 72117 (501) 519-5090 steve.hancock@doggett.com
Doggett Freightliner of Arkansas, LLC	Steve Hancock	2675 W Sunset Ave. Springdale, AR 72762 (501) 519-5090 steve.hancock@doggett.com
Doggett Freightliner of Arkansas, LLC	Steve Hancock	129 Access Rd. Van Buren, AR 72956 (501) 519-5090 steve.hancock@doggett.com



P.O. Box 400, Austin, Texas 78767  
800.695.2919 • blds@buyboard.com • buyboard.com

### 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.

N/A

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

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.

Doggett Freightliner of South Texas, LLC has been in operation since November of 2013. Doggett Freightliner of South Texas, LLC

was established through the acquisition of Freightliner of San Antonio LTD who was also a buyboard vendor for many years prior to acquisition.

Doggett Freightliner of South Texas, LLC is NOT currently for sale or involved in a transaction that would significantly alter its business.

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

The Cooperative, term and government contracts are currently managed by Mike Crockett for truck, tractor, chassis

and body sales and Paula Watts for the parts and service aspect. Paula and Mike share 50+ years of combined experience

in the successful development, implementation and management of cooperative and government contracts.

Doggett Freightliner of South Texas, LLC operates (8) Freightliner truck dealerships in Texas and Arkansas

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

Doggett Freightliner of South Texas, LLC in cooperation with our corporate marketing team will reach State and local government entities

, school districts and public utilities via print, trade show and online marketing. We will also leverage our substantial geographic footprint and

"cross industry" clients with over (50) brick and mortar locations in (4) states (Texas, Arkansas, Louisiana and New Mexico) to educate

the local municipalities and school districts about the advantages of cooperative purchasing opposed to sealed bid solicitation.



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

As a business unit of Leslie Doggett Industries, Doggett Freightliner shares the financial strength of

a diversified, privately held, family owned, Texas based business with annual sales in excess of \$2B and employs in excess of 3,000 people.

Doggett Freightliner of South Texas, LLC can obtain bonding and/or financing if needed for very large projects and maintains substantial insurance coverage.

In addition, the owner and principals have NOT been a debtor party to a bankruptcy, receivership or insolvency proceeding in the past 7 years.

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

N/A - None - Doggett Freightliner of South Texas, LLC is not currently in default of any loan or financing agreement.

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

None - N/A - Doggett Freightliner of South Texas, LLC has not been party to any legal proceedings related to a contract

similar to BuyBoard contract 723-23.

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

None - N/A



P.O. Box 400, Austin, Texas 78767  
800.696.2919 • bids@buyboard.com • buyboard.com


### 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: Doggett Freightliner of South Texas, LLC

  
Signature of Vendor Authorized Representative

Printed Name: Mike Crockett

Title: Government Sales

Date: 8/21/2023

*(For Cooperative Administrator Use Only)*  
Approved by BuyBoard Administrator: \_\_\_\_\_  
Effective/Start Date for Self-Reporting: \_\_\_\_\_



## REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- Reviewed/Completed: **Proposer’s Acceptance and Agreement**

### PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

### PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

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

## PROPOSAL SPECIFICATION SUMMARY

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

**PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

**PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).**

**PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase.

**PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

### **Section 1: Autocar Vehicles**

1. Base Model Price for **Autocar ACX 4x2** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 350 HP with Allison 3000 RDS, 5 speed transmission, complete with all manufacturer's standard equipment.
2. Base Model Price for **Autocar ACMD 4x2** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins ISB 200 HP with Allison 3000 RDS transmission, complete with all manufacturer's standard equipment.
3. Base Model Price for **Autocar ACX 6x4** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 350 HP with Allison 3000 RDS transmission, complete with manufacturer's standard equipment.
4. Base Model Price for **Autocar ACMD 6x4** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 300 HP with Allison 3000 RDS, 6 speed transmission, complete with manufacturer's standard equipment.
5. Base Model Price for **Autocar DC-64R** - Heavy Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 300 HP with Allison 3000 RDS, 6 speed transmission, complete with manufacturer's standard equipment.

**Section 2: Autocar Model Vehicles OPTIONAL EQUIPMENT and PARTS**

6. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
7. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
8. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
9. Discount (%) off **Extended Service Maintenance Agreements**.
10. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 3: Autocar Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

11. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
12. **Not to Exceed** hourly labor rate for Paint and Body Repair.
13. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 4: Battle Motors Vehicles**

14. Base Model Price for **Battle Motors Low Narrow Tilt – Diesel** - Heavy Duty, Low Entry Tilt Cab, Class 6, 7, and 8, GVWR 26,000 - 66,000 lbs., Cummins B6.7, 200-380 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.
15. Base Model Price for **Battle Motors Low Narrow Tilt II – Diesel** - Heavy Duty, Low Entry Tilt Cab, Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.
16. Base Model Price for **Battle Motors Low Narrow Tilt II Crew Cab – Diesel** - Heavy Duty, Low Entry Tilt Crew Cab, Class 6 - 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment.
17. Base Model Price for **Battle Motors Low Entry Tilt II – CNG** - Heavy Duty, Low Entry Tilt Cab, Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.
18. Base Model Price for **Battle Motors Low Narrow Tilt – Electric** - Heavy Duty, Low Entry Tilt Cab, Class 6 - 8, GVWR 26,000 - 54,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Direct Drive transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.
19. Base Model Price for **Battle Motors Low Narrow Tilt II – Electric** - Heavy Duty, Low Entry Tilt Cab, Class 6 - 8, GVWR 33,000 - 72,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Two Speed Powershift transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

**Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS**

20. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
21. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
22. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
23. Discount (%) off **Extended Service Maintenance Agreements**.
24. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 6: Battle Motors Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

25. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
26. **Not to Exceed** hourly labor rate for Paint and Body Repair.
27. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 7: Chevrolet Vehicles**

28. Base Model Price for **Chevrolet 4500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.
29. Base Model Price for **Chevrolet 5500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.
30. Base Model Price for **Chevrolet 6500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.
31. Base Model Price for **Chevrolet LCF 3500** – Low cab forward, regular cab, 6.6L V8 gasoline engine, 6-speed automatic transmission with double overdrive, 350 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
32. Base Model Price for **Chevrolet LCF 4500** – Low cab forward, regular cab, 6.6L V8 gasoline engine, 6-speed automatic transmission with double overdrive, 350 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
33. Base Model Price for **Chevrolet LCF 4500HD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
34. Base Model Price for **Chevrolet LCF 4500XD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
35. Base Model Price for **Chevrolet LCF 5500HD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
36. Base Model Price for **Chevrolet LCF 5500XD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.
37. Base Model Price for **Chevrolet LCF 6500XD** – Low cab forward, regular cab, 6.7L Cummins turbo diesel engine, Allison 2550 Rugged Duty Series 6-speed automatic transmission with double overdrive and Standard Integrated Power Take-Off (PTO) capability, 260 horsepower and 660 lb.-ft. of torque, complete with all manufacturer's standard equipment.
38. Base Model Price for **Chevrolet LCF 7500XD** – Low cab forward, regular cab, 6.7L Cummins turbo diesel engine, Allison 2500 Rugged Duty Series 6-speed automatic transmission with double overdrive and Standard Integrated Power Take-Off (PTO) capability, 260 horsepower and 660 lb.-ft. of torque, complete with all manufacturer's standard equipment.

**Section 8: Chevrolet Model Vehicles OPTIONAL EQUIPMENT and PARTS**

39. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
40. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
41. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
42. Discount (%) off **Extended Service Maintenance Agreements**.
43. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 9: Chevrolet Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

44. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
45. **Not to Exceed** hourly labor rate for Paint and Body Repair.
46. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.



**Section 10: Dodge Ram Vehicles**

47. Base Model Price for **Ram Tradesman 4500 Chassis Regular Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.
48. Base Model Price for **Ram Tradesman 4500 Chassis Crew Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.
49. Base Model Price for **Ram Tradesman 5500 Chassis Regular Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.
50. Base Model Price for **Ram Tradesman 5500 Chassis Crew Cab** – 6.4L V8, 6-speed automatic, gasoline engine, 370HP, complete with all manufacturer's standard equipment.

**Section 11: Dodge Ram Model Vehicles OPTIONAL EQUIPMENT and PARTS**

51. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
52. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
53. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
54. Discount (%) off **Extended Service Maintenance Agreements**.
55. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 12: Dodge Ram Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

56. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
57. **Not to Exceed** hourly labor rate for Paint and Body Repair.
58. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 13: Ford Vehicles**

59. Base Model Price for **Ford F-650 SD Pro Loader Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
60. Base Model Price for **Ford F-650 SD Pro Loader Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
61. Base Model Price for **Ford F-650 SD Straight Frame Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
62. Base Model Price for **Ford F-650 SD Straight Frame Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
63. Base Model Price for **Ford F-750 SD Straight Frame Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.
64. Base Model Price for **Ford F-750 SD Straight Frame Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

**Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS**

65. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
66. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
67. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
68. Discount (%) off **Extended Service Maintenance Agreements**.
69. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 15: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

70. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
71. **Not to Exceed** hourly labor rate for Paint and Body Repair.
72. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 16: Freightliner Vehicles**

73. Base Model Price for **Freightliner Model M2-106** - Medium Duty, Cab, Class 6 - 8; Cab and chassis, 66,000# GVW, Eaton 6 speed transmission, 200 HP, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.
74. Base Model Price for **Freightliner Model 108SD** - Heavy Duty, Cab, Class 7/8, Cab and chassis, 3169,000# GVW, Eaton 9 speed transmission, 520 - 1250 HP, front axle 10,000lbs, rear axle 21,000lbs, complete with all manufacturer's standard equipment.
75. Base Model Price for **Freightliner Model M2-112** - Heavy Duty, Cab, Class 7/8, and chassis, 52,000# GVW, Detroit DD13 260 - 525 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
76. Base Model Price for **Freightliner Model M2-112 Natural Gas** - Heavy Duty, Cab, Class 7/8, and chassis, 66,000# GVW, Detroit DD13 250 - 320 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
77. Base Model Price for **Freightliner Model Cascadia 125** - Heavy Duty, Class 8, Cab and chassis, 52,000# GVW, Detroit DD15 350 - 615 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
78. Base Model Price for **Freightliner Model Natural Gas** - Heavy Duty, Class 8, Cab and chassis, 60,600# GVW, Detroit DD15 400 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
79. Base Model Price for **Freightliner Model 114SD** - Heavy Duty, Class 7/8, Cab and chassis, 92,000# GVW, Detroit DD13 260 - 525 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
80. Base Model Price for **Freightliner Model 114SD Natural Gas** - Heavy Duty, Class 7/8, Cab and chassis, 62,000# GVW, Detroit DD13 260 - 400 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
81. Base Model Price for **Freightliner Model eCascadia** - Heavy Duty, Class 8, Cab and chassis, 82,000# GVW, Detroit DD15425 HP (317 kW), Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.
82. Base Model Price for **Freightliner Model eM2** - Medium Duty, Cab, Class 6/7, Typical Range 180 - 250 Miles, Cab and chassis, 26,000 - 33,000# GVW, Class 6 Continuous Horsepower, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.
83. Base Model Price for **Freightliner Model EconicSD** - Heavy Duty, Class 8, Cab and chassis, Detroit DDS HP 350, Allison Automatic 3000 series 6-speed, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

**Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS**

84. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
85. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
86. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
87. Discount (%) off **Extended Service Maintenance Agreements**.
88. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 18: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

89. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
90. **Not to Exceed** hourly labor rate for Paint and Body Repair.
91. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.



**Section 19: Hino Vehicles**

92. Base Model Price for **Hino L7** - Medium Duty, Conventional Cab, 33,000 GVWR, BBC - 108", Engine: Cummins B6.7L, 260 hp at 2,500 rpm, complete with all manufacturer's standard equipment.
93. Base Model Price for **Hino L6** - Medium Duty, Conventional Cab, 23,000-25,950 GVWR, BBC - 108", Engine: Cummins B6.7L, 260 hp at 2,500 rpm, complete with all manufacturer's standard equipment.
94. Base Model Price for **Hino XL** - Medium Duty, Conventional Cab, 33,000 GVWR, BBC - 108", Engine: Cummins L9, 360 hp at 2,500 rpm, complete with all manufacturer's standard equipment.
95. Base Model Price for **Hino XL** - Medium Duty, Conventional Cab, 34,200-66,000 GVWR, BBC - 108", Engine: Cummins L9, 360 hp at 2,500 rpm, complete with all manufacturer's standard equipment.

**Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS**

96. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
97. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
98. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
99. Discount (%) off **Extended Service Maintenance Agreements**.
100. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 21: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

101. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
102. **Not to Exceed** hourly labor rate for Paint and Body Repair.
103. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 22: International Vehicles**

104. Base Model Price for **International HV507 4x4** - Severe Duty, Class 6-7, Cummins B6.7 200 hp, 10,000 front axle, 17,500 rear axle, air brakes, 6 speed transmission, complete with all manufacturer's standard equipment.
105. Base Model Price for **International HV607 6x4** - Severe Duty, Class 8, Cummins L9 260 hp, 10,000# front axle, 40,000# rear axle, 10 speed transmission, air brakes, complete with all manufacturer's standard equipment.
106. Base Model Price for **International MV607 4x2** - Medium Duty, Class 6-7, Cummins B6.7 200 hp, 8000# front axle, hydraulic brakes, 17,500# rear axle, 6 speed transmission, complete with all manufacturer's standard equipment.
107. Base Model Price for **International HV613** - Severe Duty, Class 6-7, International A26 450 hp, 16,000# front axle, 40,000# rear axle, 6 speed transmission, air brakes, complete with all manufacturer's standard equipment.
108. Base Model Price for **International HV607 4x2** - Severe Duty, Class 6-7, Cummins B6.7 200 hp, 10,000# front axle, 17,500# rear axle, 6 speed transmission, air brakes, complete with all manufacturer's standard equipment.
109. Base Model Price for **International MV60E - Electric**, complete with all manufacturer's standard equipment.
110. Base Model Price for **International Lonestar** - Heavy Duty, Class 8, Cummins X15 565 565 565 hp, 18 speed transmission, 13,200# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
111. Base Model Price for **International HX520** - Severe Duty, Class 8, Cummins X15 565 hp, 18 speed transmission, 14,600# front axle, 46,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
112. Base Model Price for **International HX615** - Severe Duty, Class 8, International A26 430 hp, 6 speed transmission, 20,000# front axle, 46,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
113. Base Model Price for **International HX620 6x4** - Heavy Duty, Class 8, Cummins X15 450 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
114. Base Model Price for **International LT625 6x4** - Heavy Duty, Class 8, International A26 410 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.
115. Base Model Price for **International HV513 4x2** - Heavy Duty, Class 8, International A26 365 hp, 12,000# front axle, 23,000# rear axle, air brakes, 10 speed transmission, complete with all manufacturer's standard equipment.
116. Base Model Price for **International RH613 4x2** - Heavy Duty, Class 8, International A26 370 hp, 12,000# front axle, 23,000# rear axle, 10 speed, air brakes, complete with all manufacturer's standard equipment.
117. Base Model Price for **International CV515** - Medium Duty, Class 4-5, International 6.6 350 hp, Allison automatic, 6000# front axle, 10,000# rear axle, hydraulic brakes, complete with all manufacturer's standard equipment.

**Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS**

118. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
119. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
120. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
121. Discount (%) off **Extended Service Maintenance Agreements**.
122. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 24: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

123. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
124. **Not to Exceed** hourly labor rate for Paint and Body Repair.
125. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 25: Isuzu Vehicles**

126. Base Model Price for **Isuzu Cabover NPR** - Medium Duty, Class 3, Standard Cab, 12,000 GVWR, 6.6L GenV, 8-Cylinder gasoline engine, complete with all manufacturer's standard equipment.
127. Base Model Price for **Isuzu Cabover FTR** - Heavy Duty, Class 6, Standard Cab, 25,950 GVWR, Cummins B6.7L Diesel engine, complete with all manufacturer's standard equipment.
128. Base Model Price for **Isuzu Cabover FVR** - Heavy Duty, Class 7, Standard Cab, 33,000 GVWR, Cummins B6.7L Diesel engine 260, complete with all manufacturer's standard equipment.
129. Base Model Price for **Isuzu Cabover N-Series EV** - 235 miles of range both AC and DC fast charging, 19,500-pound GVWR for powerful Class 5, complete with all manufacturer's standard equipment.
130. Base Model Price for **Isuzu Cabover NPR-HD** - 14,500 GVWR, 5.2L I4 Turbocharged engine, complete with all manufacturer's standard equipment.
131. Base Model Price for **Isuzu Cabover NQR** - Medium Duty, Class 5, 17,950 GVWR, 6.6L GMPT L8T GENV, 8-Cylinder gasoline engine, complete with all manufacturer's standard equipment.

**Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS**

132. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
133. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
134. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
135. Discount (%) off **Extended Service Maintenance Agreements**.
136. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 27: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

137. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
138. **Not to Exceed** hourly labor rate for Paint and Body Repair.
139. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 28: Kenworth Vehicles**

140. Base Model Price for **Kenworth Model C500** - Heavy Duty, 150,000 lb. GVWR, Conventional Cab, Cummins ISX 15 Engine, complete with all manufacturer's standard equipment.
141. Base Model Price for **Kenworth Model T180** - Medium Duty, 19,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.
142. Base Model Price for **Kenworth Model T280** - Medium Duty, 26,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.
143. Base Model Price for **Kenworth Model T380** - Medium Duty, Class 7, 33,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.
144. Base Model Price for **Kenworth Model T480** - Medium Duty, Class 8, 66,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

145. Base Model Price for **Kenworth Model K270** - Medium Duty, Class 6, 26,000 lb. GVWR, COE Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.
146. Base Model Price for **Kenworth Model K270E** - Medium Duty, Class 6, 26,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batteries - 200 mile range, complete with all manufacturer's standard equipment.
147. Base Model Price for **Kenworth Model K370** - Medium Duty, Class 7, 33,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batterie, complete with all manufacturer's standard equipment.
148. Base Model Price for **Kenworth Model K370E** - Medium Duty, Class 7, 33,000 lb. GVWR, Hydraulic 55 Degree Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batteries - 200 mile range, complete with all manufacturer's standard equipment.
149. Base Model Price for **Kenworth Model T680** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.
150. Base Model Price for **Kenworth Model T680 FCEV** - Heavy Duty, Class 8, 82,000 lbs Max GVWR, Conventional Cab, Toyota's 310kW Dual Motor Assembly/415 Hp and Gen 2 Dual Fuel Cell Module, 58.8 Kg Hydrogen Storage, 450 Miles of Range, complete with all manufacturer's standard equipment.
151. Base Model Price for **Kenworth Model T680E** - Heavy Duty, Class 8, Conventional Cab, 396 kWh battery, CCS1 DC Fast Charging, 150 Miles of Range, complete with all manufacturer's standard equipment.
152. Base Model Price for **Kenworth Model T800** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.
153. Base Model Price for **Kenworth Model T880** - Medium Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.
154. Base Model Price for **Kenworth Model W900L** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, Extended Hood, Cummins X15 Engine, complete with all manufacturer's standard equipment.
155. Base Model Price for **Kenworth Model W990** - Heavy Duty, Conventional Cab, PACCAR MX-13 Engine, complete with all manufacturer's standard equipment.

### **Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS**

156. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
157. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
158. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
159. Discount (%) off **Extended Service Maintenance Agreements**.
160. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

### **Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

161. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
162. **Not to Exceed** hourly labor rate for Paint and Body Repair.
163. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

### **Section 31: Mack Model Vehicles**

164. Base Model Price for **Mack Granite** - Heavy Duty, Class 8, 35,000 - 92,000+ GVW, Mack MP7 engine, 325 - 505 HP, day cab, Eaton-Fuller Manual Transmission, front axle Mack UniMax Axles with Integrated Hub, Drive Axles Meritor "S" Cam Q-Plus Brakes, complete with all manufacturer's standard equipment.
165. Base Model Price for **Mack TERRAPRO** - Heavy Duty, Class 8, 35,000 - 81,000+ GVW, Mack MP7 engine, 325 - 505 HP, day cab, mDRIVE HD and XHD Transmission, front axle Mack UniMax, Drive Axles Mack C150/151 Series, complete with all manufacturer's standard equipment.
166. Base Model Price for **Mack LR** - Heavy Duty, Class 8, Low Entry Cabover, 43,000 - 72,000 GVW, Mack MP7 engine, 320-355 HP, Allison 4500 Series transmission, front axle Mack FXL20, rear axle Mack C150/151 Axle Carriers, complete with all manufacturer's standard equipment.

- 167. Base Model Price for **Mack LR Electric** - Heavy Duty, Low Entry Cabover, 66,000 lbs GVWR, 2 AC motors with 400kW Peak (536 hp) & 334 kW (448 hp) continuous power, 4 NMC lithium-ion batteries, 600V, Up to 150kW charge power with max current of 200A, 550-750 volts charging system, Allison 4500 Series transmission, front axle Mack FXL20, rear axle Mack S462R, complete with all manufacturer's standard equipment.
- 168. Base Model Price for **Mack Pinnacle** - Heavy Duty, Class 8, 35,000 - 62,000 GVW, Mack MP8 engine, day cab, 415-505 HP, Maxitorque ES transmission, S38/40 Series Axle, complete with all manufacturer's standard equipment.
- 169. Base Model Price for **Mack MD Series** - Heavy Duty, Cummins B6.7 Engine, 220hp/600 lb. ft, Allison 2500HS 6-speed transmission, complete with all manufacturer's standard equipment.
- 170. Base Model Price for **Mack MD Electric** - Heavy Duty, Class 6, NMC Battery packs, CCS1 Charging, 140 miles (2 batteries) max range, 150 KWH battery capacity (2 batteries), 260 Peak HP, complete with all manufacturer's standard equipment.
- 171. Base Model Price for **Mack Anthem** - Heavy Duty, Class 8, 35,000 - 62,000 GVW, MP7 Engine, 415 - 505 HP, day cab, Eaton-Fuller transmission, complete with all manufacturer's standard equipment.

**Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS**

- 172. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 173. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 174. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
- 175. Discount (%) off **Extended Service Maintenance Agreements**.
- 176. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 33: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

- 177. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
- 178. **Not to Exceed** hourly labor rate for Paint and Body Repair.
- 179. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 34: Mitsubishi Vehicles**

- 180. Base Model Price for **Mitsubishi Cabover TV** - Heavy Duty, 33,500 GVW, 4-stroke cycle, water cooled direct injection, turbocharged diesel engine, G330-12K, Electronic-automated unsynchronized transmission, complete with all manufacturer's standard equipment.
- 181. Base Model Price for **Mitsubishi Cabover Canter** - Light Duty, 6,500 GVW, 4V21 engine, Synchromesh manual transmission, complete with all manufacturer's standard equipment.
- 182. Base Model Price for **Mitsubishi Cabover FA/FI** - Medium Duty, 9,600 GVW, Compression Ignition, 4 Stroke, Direct injection, turbocharged diesel engine, MO36S6, Mechanical, 6 forward + 1 reverse transmission, complete with all manufacturer's standard equipment.
- 183. Base Model Price for **Mitsubishi Cabover Fighter** - Medium Duty, 7.5t GVW, 4V20 Intercooler Turbo engine, complete with all manufacturer's standard equipment.
- 184. Base Model Price for **Mitsubishi Cabover FJ** - Heavy Duty, 25,000 GVW, Compression Ignition, 4 Stroke, Direct Injection, turbocharged inter cooled engine, G85 Synchromesh type 6 Forward + 1 Reverse manual transmission, complete with all manufacturer's standard equipment.
- 185. Base Model Price for **Mitsubishi Cabover FO** - Heavy Duty, 31,000 Max GVW, 4-stroke cycle, water cooled direct injection, turbocharged diesel engine, 9-speed manual transmission, complete with all manufacturer's standard equipment.
- 186. Base Model Price for **Mitsubishi Cabover eCanter Electric** - Light Duty, GVW 6t Class, Standard cab, all electric, S Battery, complete with all manufacturer's standard equipment.



**Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS**

187. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
188. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
189. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
190. Discount (%) off **Extended Service Maintenance Agreements**.
191. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 36: Mitsubishi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

192. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
193. **Not to Exceed** hourly labor rate for Paint and Body Repair.
194. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 37: Peterbilt Vehicles**

195. Base Model Price for **Peterbilt Model 220** - Medium Duty, Cab over engine, Paccar PX7 engine, 220 HP, Allison 2500 HS transmission, 26,000 GVWR, front gross axle weight 12,000 lbs., rear gross axle weight 17,000-21,000 lbs., complete with all manufacturer's standard equipment.
196. Base Model Price for **Peterbilt Model 520** - Heavy Duty, Cab over engine, Paccar PX9 350 HP, 3000 RDS transmission, 57.6" BBC, 33,000 GVWR, front gross axle weight 12,000-22,000 lbs., rear gross axle weight 23,000-46,000 lbs., complete with all manufacturer's standard equipment.
197. Base Model Price for **Peterbilt Model 365** - Heavy Duty, Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 33,000 GVWR, 115" BBC, complete with all manufacturer's standard equipment.
198. Base Model Price for **Peterbilt Model 367** - Heavy Duty, Conventional cab, Paccar MX13, 455 HP, Fuller 10 transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 52,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.
199. Base Model Price for **Peterbilt Model 389** - Heavy Duty Conventional cab, Paccar MX-13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000 lbs., rear gross axle weight 38,000 lbs., 50,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.
200. Base Model Price for **Peterbilt Model 589** - Heavy Duty, Engine PACCAR MX-13, Transmissions PACCAR TX-12, Front Axle PACCAR, Dana, Meritor, Rear Axle PACCAR, Dana, Meritor, complete with all manufacturer's standard equipment.
201. Base Model Price for **Peterbilt Model 548** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.
202. Base Model Price for **Peterbilt Model 567** - Medium Duty, Conventional Aero cab vocational unit, Paccar MX13 engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000-22,000 lbs., rear gross axle weight 21,000-70,000 lbs., 33,000 and up GVWR, 115" BBC, complete with all manufacturer's standard equipment.
203. Base Model Price for **Peterbilt Model 537** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.
204. Base Model Price for **Peterbilt Model 536** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.
205. Base Model Price for **Peterbilt Model 535** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.
206. Base Model Price for **Peterbilt Model 579** - Heavy Duty, Aero cab, Paccar MX-13 engine, 455 HP, Paccar 12-Speed Auto transmission, front gross axle weight 12,000-20,000 lbs., rear gross axle weight 38,000-46,000 lbs., 50,000 GVWR, 117" BBC, complete with all manufacturer's standard equipment.

**Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS**

- 207. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 208. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 209. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
- 210. Discount (%) off **Extended Service Maintenance Agreements**.
- 211. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 39: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

- 212. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
- 213. **Not to Exceed** hourly labor rate for Paint and Body Repair.
- 214. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 40: Volvo Vehicles**

- 215. Base Model Price for **Volvo VNL** - Heavy Duty, 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.
- 216. Base Model Price for **Volvo VNX** - Heavy Duty 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission, D13 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.
- 217. Base Model Price for **Volvo VNR** - Heavy Duty 113" BBC, 33,000 GVW, Fuller 10 speed transmission, D11 engine, conventional cab, single axle, complete with all manufacturer's standard equipment.
- 218. Base Model Price for **Volvo VNR Electric** - Up to 230 miles, Up to 33,000 GVW, Local distribution and regional transportation with planned routes and frequent stops. Including food and beverage and other short driving cycle services, complete with all manufacturer's standard equipment.
- 219. Base Model Price for **Volvo VAH** - Heavy Duty 113.6" Daycab designed to provide outstanding performance for urban deliveries. Volvo D11 325-425 hp 1250-1550 lb.- ft. Volvo I-Shift - 12 speed Eaton - 10 speed, complete with all manufacturer's standard equipment.
- 220. Base Model Price for **Volvo VHD** - Heavy Duty Volvo D11 325-425 hp 1250-1550 lb-ft. Volvo D13 405-500 hp 1450-1900 lb-ft, complete with all manufacturer's standard equipment.

**Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS**

- 221. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 222. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 223. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
- 224. Discount (%) off **Extended Service Maintenance Agreements**.
- 225. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 42: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

- 226. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
- 227. **Not to Exceed** hourly labor rate for Paint and Body Repair.
- 228. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

**Section 43: Western Star Vehicles**

- 229. Base Model Price for **Western Star 47X** - Medium Duty, Engine Displacement 9L to 13L Horsepower/ Torque 260/860 to 525/1,850, complete with all manufacturer's standard equipment.
- 230. Base Model Price for **Western Star 49X** - Medium Duty, Engine Displacement 12L to 16L Horsepower/ Torque 350/1,350 to 605/2,050 complete with all manufacturer's standard equipment.
- 231. Base Model Price for **Western Star 57X** - Heavy Duty, Engine Detroit DD13 Gen 5 370-525 HP, 1250-1850 lb.-ft, Transmission Detroit DT12 Direct and Overdrive AMT, complete with all manufacturer's standard equipment.



**Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS**

- 232. Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 233. Discount (%) off **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.
- 234. Discount (%) off **Original Equipment Manufacturer (OEM) Parts**.
- 235. Discount (%) off **Extended Service Maintenance Agreements**.
- 236. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**Section 45: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

- 237. **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.
- 238. **Not to Exceed** hourly labor rate for Paint and Body Repair.
- 239. **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.



P.O. Box 400, Austin, Texas 78767  
800.695.2919 • bids@buyboard.com • buyboard.com

**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE  
ADDENDUM NO. 1**

**Proposal Invitation No. 723-23  
Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service**

The following addendum is issued to Proposal Invitation No. 723-23, Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service and shall become a permanent part of the Proposal Invitation document:

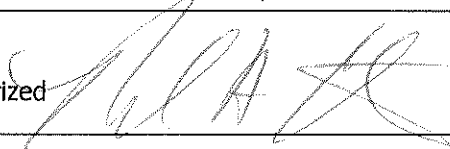
**PROPOSAL SPECIFICATION SUMMARY**

The Proposal Specification Summary for base model medium and heavy-duty trucks have either been added, revised, and/or updated. In addition, the corresponding line items in the electronic proposal submission system have been added, revised, and/or updated to align with the Proposal Specification Summary.

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

Company Name: Doggett Freightliner of South Texas, LLC

Address: 8700 IH 10 East, Converse, TX 78109

Signature of Authorized Company Official: 

Title: Govt. Sales

Telephone Number: 210-277-4373

Date: 8/23/2023

## Doggett Freightliner of South Texas, LLC Information

Item 16.

Contact: Mike Crockett  
Address: 8700 IH 10 East  
Converse, TX 78109  
Phone: (210) 277-4373  
Fax: (210) 661-0289  
Email: mike.crockett@doggett.com  
Web Address: www.doggett.com

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

Mike Crockett

Signature

Submitted at 8/24/2023 03:10:03 PM (CT)

mike.crockett@doggett.com

Email

## Requested Attachments

### BuyBoard Proposal Invitation No. 723-23, Medium and Heavy Duty Trucks, Parts, and Maintenance Repair Service

Doggett -Proposal-No-723-23 signed.pdf

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

### Manufacturer Authorization Letter(s)

Doggett Texas FTL WST Letter 2023-08-22.pdf

REQUIRED-Upload Manufacturer Authorization Letter(s) in PDF format. Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment proposed. Proposer's responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the Texas regions and/or states in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

### Franchise Motor Vehicle Dealer Certificate(s) and/or Dealer License(s)

DOGGETT FREIGHTLINER franchise licenses.pdf

In PDF format, upload Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles and Manufacturer certificate from the Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

### Catalog/Pricelist for OEM Options and Equipment

Doggett items 73, 76, 82 Databook Business\_Class\_Final.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.)

### Catalog/Pricelist for Third Party Options (not OEM) and Equipment

Doggett items 74, 79, 80 - Databook - SD\_Series\_Final.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.)

## Catalog/Pricelist for Original Equipment Manufacturer (OEM) Parts

Doggett Price List - Buy Board  
parts pricing 8-23-2023. Item 16.

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

## Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

Doggett - Exceptions - detailed information support.pdf

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

## Company Profile

Doggett - Company Profile.doc

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

DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC W-9 2022.pdf

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

## Response Attachments

---

### Doggett - Addendum 1 - 723-23 - signed.pdf

Doggett Addendum 1 - signed

### Doggett items 74, 79, 80 - Databook - SD\_Series\_Final.pdf

Catalog - optional equipment for items 74, 79 and 80

### Doggett items 77, 78, 81 - Databook-Cascadia\_Final.pdf

Catalog - optional equipment for items 77, 78 and 81 - Databook-Cascadia

### Doggett items 229, 230, 231 -Databook -Western\_Star\_47X49X\_Final.pdf

Catalog - optional equipment items 229, 230 and 231 - Western Star Data Book

### Doggett items 73, 76, 82 Databook Business\_Class\_Final.pdf

Catalog - optional equipment items 73,76 and 82 - Databook Business class

### Doggett items - #14 #242 Battle Motors LNT 6X4 4X2 Option Pricing.pdf

Doggett - Battle Motors item 14 & 242 option price list

### Doggett Items -#15 #243 Battle Motors LET2 6X4 4X2 Option Pricing.pdf

Doggett Battle Motors item 15 & 243 option list

### Doggett items #18 #244 Battle Motors LNT Electric Option Pricing.pdf

Doggett Battle Motors items 18 & 244 option list

### Doggett items #19 #245 Battle Motors LET2 Electric 6X4 4X2 Option Pricing.pdf

Doggett Battle motors item 19 & 245 option list

### Doggett Item - #242 BATTLE MOTORS LNT 6X4 61E4.pdf

Doggett - Battle item 242 detailed specification

### Doggett item - #243 BATTLE MOTORS LET2 6x4.pdf

Doggett - Battle Item 243 detailed specification

**Doggett Item #244 BATTLE MOTORS LNT 6x4 Electric F744.pdf**

Doggett - Battle item 244 detailed specifications

**Doggett item #14 BATTLE MOTORS LNT 4X2 70CD.pdf**

Doggett Battle item 14 - detailed specification

**Doggett item #15 BATTLE MOTORS LET2 4X2 58EA.pdf**

Doggett Battle Item 15 detailed specification

**Doggett item #18 BATTLE MOTORS LNT 4X2 Electric 0918.pdf**

Doggett Battle item #18 detailed specification

**Doggett item #19 BATTLE MOTORS LET2 4X2 ELECTRIC 30AA.pdf**

Doggett Battle item #19 - detailed specification

**Doggett Texas Battle Ltr 8.23.23.docx.pdf**

Doggett - Battle Motors dealer authorization letter

**Doggett item 18 Buyboard EconicSD - item 83 - 723-23\_Proposal\_20230824105216.pdf**

Doggett item #18 - Freightliner Econic SD detailed specification

**EconicHD High Cab 8-24-23.pdf**

Catalog - optional equipment for item 18 Freightliner Econic SD High cab

**EconicHD Low Cab 8-24-23.pdf**

Catalog - optional equipment for item 18 - Freightliner Econic SD low cab configuration

**Doggett Arkansas franchise license 2023 nlr dealer license F1194.pdf**

Doggett franchise dealer license for 3 Arkansas locations

**Doggett 1295 Form.pdf**

Doggett 1295 form

**Doggett - Battle Motros Parts List Only\_.pdf**

Doggett - Battle Motors parts list

**Bid Attributes**

<b>1</b>	<p><b>Federal Identification Number</b></p> <p>Federal Identification Number</p> <p>46-3732669</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*

**7 Women Owned Business**

Women Owned Business

*Women Owned Business*

**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*



9	<b>Certification Number</b> Certification Number <input type="text" value="No response"/>	Item 16.
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	
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="Mike Crockett"/>	
14	<b>Vendor Proposal/Contract Contact E-mail Address</b> Vendor Proposal/Contract Contact E-mail Address <input type="text" value="mike.crockett@doggett.com"/>	
15	<b>Vendor Proposal/Contract Mailing Address</b> Vendor Proposal/Contract Mailing Address <input type="text" value="8700 IH 10 East"/>	
16	<b>Vendor Proposal/Contract Mailing Address - City</b> Vendor Proposal/Contract Mailing Address - City <input type="text" value="Converse"/>	
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="78109"/>	
19	<b>Vendor Proposal/Contract Phone Number</b> Vendor Proposal/Contract Phone Number (xxx-xxx-xxxx) <input type="text" value="210-277-4373"/>	
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>	Item 16.
	Company Website (www.XXXXX.com) www.doggett.com	

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> Yes

2 3	<b>Purchase Order E-mail Address</b>
	Purchase Order E-mail Address mike.crockett@doggett.com

2 4	<b>Purchase Order Contact Name</b>
	Purchase Order Contact Name Mike Crockett

2 5	<b>Purchase Order Contact Phone Number</b>
	Purchase Order Contact Phone Number (xxx-xxx-xxxx) 210-277-4373

2 6	<b>Purchase Order Contact Extension Number</b>
	Purchase Order Contact Extension Number No response

2 7	<b>Alternate Purchase Order E-mail Address</b>
	Alternate Purchase Order E-mail Address paula.watts@doggett.com

2 8	<b>Alternate Purchase Order Contact Name</b>
	Alternate Purchase Order Contact Name Paula Watts

2 9	<b>Alternate Purchase Order Contact Phone Number</b>
	Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) 210-662-2531

3 0	<b>Alternate Purchase Order Contact Extension Number</b>
	Alternate Purchase Order Contact Extension Number No response

**3  
1 Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

**Please select options below for receipt of Purchase Orders and provide the requested information:**

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

**3  
2 Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

**3  
3 Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

**3  
4 Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

**3  
5 Request for Quote (RFQ) Contact Phone Number**

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

**3  
6 Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

**3  
7 Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

**3  
8 Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

**3  
9 Alternate Request for Quote (RFQ) Contact Phone Number**

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

**4  
0 Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

<b>4 1</b>	<b>Invoices</b> <div style="float: right; border: 1px solid black; padding: 2px; font-size: small;">Item 16.</div> <p>Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. <b>All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.</b></p>
----------------	---

<b>4 2</b>	<b>Invoices</b> <p><b>Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:</b></p> <p>(a) Service fee invoices and related communications should be provided directly to my company at:</p> <p>or</p> <p>(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:</p> <p><i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i></p> <div style="border: 1px solid black; padding: 2px;">Service fee invoices and notices direct to company</div>
----------------	--

<b>4 3</b>	<b>Invoice Company Name</b> <p>Invoice Company Name</p> <div style="border: 1px solid black; padding: 2px;">Doggett Freightliner of South Texas, LLC</div>
----------------	--

<b>4 4</b>	<b>Invoice Company Department Name</b> <p>Invoice Company Department Name</p> <div style="border: 1px solid black; padding: 2px;">Accounts Payable</div>
----------------	--

<b>4 5</b>	<b>Invoice Contact Name</b> <p>Invoice Contact Name</p> <div style="border: 1px solid black; padding: 2px;">Camicha Baker</div>
----------------	---

<b>4 6</b>	<b>Invoice Mailing Address</b> <p>Invoice Mailing Address (P.O. Box or Street Address)</p> <div style="border: 1px solid black; padding: 2px;">PO Box 670688</div>
----------------	--

<b>4 7</b>	<b>Invoice Mailing Address - City</b> <p>Invoice Mailing Address - City</p> <div style="border: 1px solid black; padding: 2px;">Houston</div>
----------------	---

<b>4 8</b>	<b>Invoice Mailing Address - State</b> <p>Invoice Mailing Address - State (Abbreviate State Name)</p> <div style="border: 1px solid black; padding: 2px;">TX</div>
----------------	--

<b>4 9</b>	<b>Invoice Mailing Address - Zip Code</b> <p>Invoice Mailing Address (Zip Code)</p> <div style="border: 1px solid black; padding: 2px;">77267</div>
----------------	---

50	<b>Invoice Contact Phone Number</b> Invoice Contact Phone Number (xxx-xxx-xxxx) 346-378-9702	Item 16.
51	<b>Invoice Contact Extension Number</b> Invoice Contact Extension Number 44003	
52	<b>Invoice Contact Fax Number</b> Invoice Contact Fax Number (xxx-xxx-xxxx) 2106614121	
53	<b>Invoice Contact E-mail Address</b> Invoice Contact E-mail camicha.baker@doggett.com	
54	<b>Invoice Contact Alternate E-mail Address</b> Invoice Contact Alternate E-mail Address gladys.garcia@doggett.com	
55	<b>Billing Agent Company Name</b> Billing Agent Company Name Doggett Freightliner of South Texas, LLC	
56	<b>Billing Agent Department Name</b> Billing Agent Department Name <i>No response</i>	
57	<b>Billing Agent Contact Name</b> Billing Agent Contact Name <i>No response</i>	
58	<b>Billing Agent Mailing Address</b> Billing Agent Mailing Address (P.O. Box or Street Address) <i>No response</i>	
59	<b>Billing Agent Mailing Address - City</b> Billing Agent Mailing Address - City <i>No response</i>	
60	<b>Billing Agent Mailing Address - State</b> Billing Agent Mailing Address - State (Abbreviate State Name) <i>No response</i>	
61	<b>Billing Agent Mailing Address - Zip Code</b> Billing Agent Mailing Address - Zip Code 78109	

6 2	<b>Billing Agent Contact Phone Number</b> Billing Agent Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="No response"/>	Item 16.
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="mike.crockett@doggett.com"/>	
6 6	<b>Billing Agent Alternative E-mail Address</b> Billing Agent Alternative E-mail Address <input type="text" value="mike.crockett@doggett.com"/>	
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 days"/>	
6 9	<b>Vendor's Internal/Assigned Reference/Quote Number</b> Vendor's Internal/Assigned Reference/Quote Number <input type="text" value="BuyBoard 723-23"/>	
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="Parts must be returned in their original packaging and not have been installed. Titled motor vehicles can not be returned."/>	
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="Yes"/>	



7  
3

**Texas Regional Service Designation**

Item 16.

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

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

7  
4

**Company Name**

Company Name

Doggett Freightliner of South

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.

I will serve all Regions of Texas

7  
6

**Region 1**

Region 1 - Edinburg

Region 1

7  
7

**Region 2**

Region 2 - Corpus Christi

Region 2

7  
8

**Region 3**

Region 3 - Victoria

Region 3

7  
9

**Region 4**

Region 4 - Houston

Region 4

8  
0

**Region 5**

Region 5 - Beaumont

Region 5

8  
1

**Region 6**

Region 6 - Huntsville

Region 6

8  
2

**Region 7**

Region 7 - Kilgore

Region 7

8  
3

**Region 8**

Region 8 - Mount Pleasant

Region 8

Item 16.

8  
4

**Region 9**

Region 9 - Wichita Falls

Region 9

8  
5

**Region 10**

Region 10 - Richardson

Region 10

8  
6

**Region 11**

Region 11 - Fort Worth

Region 11

8  
7

**Region 12**

Region 12 - Waco

Region 12

8  
8

**Region 13**

Region 13 - Austin

Region 13

8  
9

**Region 14**

Region 14 - Abilene

Region 14

9  
0

**Region 15**

Region 15 - San Angelo

Region 15

9  
1

**Region 16**

Region 16 - Amarillo

Region 16

9  
2

**Region 17**

Region 17 - Lubbock

Region 17

9  
3

**Region 18**

Region 18 - Midland

Region 18

9  
4

**Region 19**

Region 19 - El Paso

Region 19

9 5	<b>Region 20</b> Region 20 - San Antonio <input checked="" type="checkbox"/> Region 20	Item 16.
--------	--	----------

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.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i>  If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
--------	---

9 7	<b>Company Name</b> Company Name <input type="text" value="Doggett Freightliner of South"/>
--------	---

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 type="text" value="I will serve all states in the United States"/>
--------	---

9 9	<b>Alabama</b> Alabama <input checked="" type="checkbox"/> Alabama
--------	--

1 0 0	<b>Alaska</b> Alaska <input checked="" type="checkbox"/> Alaska
-------------	---

1 0 1	<b>Arizona</b> Arizona <input checked="" type="checkbox"/> Arizona
-------------	--

1 0 2	<b>Arkansas</b> Arkansas <input checked="" type="checkbox"/> Arkansas
-------------	---

1 0 3	<b>California</b> California (Public Contract Code 20118 & 20652) <input checked="" type="checkbox"/> California
-------------	--

1 0 4	<b>Colorado</b> Colorado <input checked="" type="checkbox"/> Colorado	Item 16.
1 0 5	<b>Connecticut</b> Connecticut <input checked="" type="checkbox"/> Connecticut	
1 0 6	<b>Delaware</b> Delaware <input checked="" type="checkbox"/> Delaware	
1 0 7	<b>District of Columbia</b> District of Columbia <input checked="" type="checkbox"/> District of Columbia	
1 0 8	<b>Florida</b> Florida <input checked="" type="checkbox"/> Florida	
1 0 9	<b>Georgia</b> Georgia <input checked="" type="checkbox"/> Georgia	
1 1 0	<b>Hawaii</b> Hawaii <input checked="" type="checkbox"/> Hawaii	
1 1 1	<b>Idaho</b> Idaho <input checked="" type="checkbox"/> Idaho	
1 1 2	<b>Illinois</b> Illinois <input checked="" type="checkbox"/> Illinois	
1 1 3	<b>Indiana</b> Indiana <input checked="" type="checkbox"/> Indiana	
1 1 4	<b>Iowa</b> Iowa <input checked="" type="checkbox"/> Iowa	
1 1 5	<b>Kansas</b> Kansas <input checked="" type="checkbox"/> Kansas	

1 1 6	<b>Kentucky</b> Kentucky <input checked="" type="checkbox"/> Kentucky	Item 16.
1 1 7	<b>Louisiana</b> Louisiana <input checked="" type="checkbox"/> Louisiana	
1 1 8	<b>Maine</b> Maine <input checked="" type="checkbox"/> Maine	
1 1 9	<b>Maryland</b> Maryland <input checked="" type="checkbox"/> Maryland	
1 2 0	<b>Massachusetts</b> Massachusetts <input checked="" type="checkbox"/> Massachusetts	
1 2 1	<b>Michigan</b> Michigan <input checked="" type="checkbox"/> Michigan	
1 2 2	<b>Minnesota</b> Minnesota <input checked="" type="checkbox"/> Minnesota	
1 2 3	<b>Mississippi</b> Mississippi <input checked="" type="checkbox"/> Mississippi	
1 2 4	<b>Missouri</b> Missouri <input checked="" type="checkbox"/> Missouri	
1 2 5	<b>Montana</b> Montana <input checked="" type="checkbox"/> Montana	
1 2 6	<b>Nebraska</b> Nebraska <input checked="" type="checkbox"/> Nebraska	
1 2 7	<b>Nevada</b> Nevada <input checked="" type="checkbox"/> Nevada	

1 2 8	<b>New Hampshire</b> New Hampshire <input checked="" type="checkbox"/> New Hampshire	Item 16.
1 2 9	<b>New Jersey</b> New Jersey <input checked="" type="checkbox"/> New Jersey	
1 3 0	<b>New Mexico</b> New Mexico <input checked="" type="checkbox"/> New Mexico	
1 3 1	<b>New York</b> New York <input checked="" type="checkbox"/> New York	
1 3 2	<b>North Carolina</b> North Carolina <input checked="" type="checkbox"/> North Carolina	
1 3 3	<b>North Dakota</b> North Dakota <input checked="" type="checkbox"/> North Dakota	
1 3 4	<b>Ohio</b> Ohio <input checked="" type="checkbox"/> Ohio	
1 3 5	<b>Oklahoma</b> Oklahoma <input checked="" type="checkbox"/> Oklahoma	
1 3 6	<b>Oregon</b> Oregon <input checked="" type="checkbox"/> Oregon	
1 3 7	<b>Pennsylvania</b> Pennsylvania <input checked="" type="checkbox"/> Pennsylvania	
1 3 8	<b>Rhode Island</b> Rhode Island <input checked="" type="checkbox"/> Rhode Island	
1 3 9	<b>South Carolina</b> South Carolina <input checked="" type="checkbox"/> South Carolina	



1 4 0	<b>South Dakota</b> South Dakota <input checked="" type="checkbox"/> South Dakota	Item 16.
1 4 1	<b>Tennessee</b> Tennessee <input checked="" type="checkbox"/> Tennessee	
1 4 2	<b>Texas</b> Texas <input checked="" type="checkbox"/> Texas	
1 4 3	<b>Utah</b> Utah <input checked="" type="checkbox"/> Utah	
1 4 4	<b>Vermont</b> Vermont <input checked="" type="checkbox"/> Vermont	
1 4 5	<b>Virginia</b> Virginia <input checked="" type="checkbox"/> Virginia	
1 4 6	<b>Washington</b> Washington <input checked="" type="checkbox"/> Washington	
1 4 7	<b>West Virginia</b> West Virginia <input checked="" type="checkbox"/> West Virginia	
1 4 8	<b>Wisconsin</b> Wisconsin <input checked="" type="checkbox"/> Wisconsin	
1 4 9	<b>Wyoming</b> Wyoming <input checked="" type="checkbox"/> Wyoming	

**Bid Lines**

---

**Section I: Autocar Vehicles**

Base Model Price for **Autocar ACX 4x2** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 350 HP with Allison 3000 RDS, 5 speed transmission, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

2 Section I: Autocar Vehicles

Item 16.

Base Model Price for **Autocar ACMD 4x2** - Medium Duty, Cabover style, Cab and chassis, Low Cab Fo (LCF), Cummins ISB 200 HP with Allison 3000 RDS transmission, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section I: Autocar Vehicles**

Base Model Price for **Autocar ACX 6x4** - Medium Duty, Cabover style, Cab and chassis, Low Cab Forward (LCF), Cummins L9 350 HP with Allison 3000 RDS transmission, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section I: Autocar Vehicles**

Base Model Price for **Autocar ACMD 6x4** - Medium Duty, Cabover style, Cab and chassis, Low Cab Fo (LCF), Cummins L9 300 HP with Allison 3000 RDS, 6 speed transmission, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section I: Autocar Vehicles**

Base Model Price for **Autocar DC-64R** - Heavy Duty, Cabover style, Cab and chassis, Low Cab Forward, Cummins L9 300 HP with Allison 3000 RDS, 6 speed transmission, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



6 **Section 2: Autocar Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Item 16.

Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a **COMPLETE** catalog(s)/pricelist(s) **OF ALL OPTIONAL EQUIPMENT AND PARTS** with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

7 **Section 2: Autocar Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a **COMPLETE** catalog(s)/pricelist(s) **OF ALL OPTIONAL EQUIPMENT AND PARTS** with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

Doggett Price list

8 **Section 2: Autocar Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Item 16.

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

9 **Section 2: Autocar Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

**1 0 Section 2: Autocar Model Vehicles OPTIONAL EQUIPMENT and PARTS** Item 16.

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting v

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

**1 1 Section 3: Autocar Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity:   1   UOM: Hourly Labor Rate Price:  Total:

**1 2 Section 3: Autocar Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** hourly labor rate for Paint and Body Repair.

Quantity:   1   UOM: Hourly Labor Rate Price:  Total:

**1 3 Section 3: Autocar Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity:   1   UOM: Per Mile Delivery Fee Price:  Total:

**Section 4: Battle Motors Vehicles**

Base Model Price for **Battle Motors Low Narrow Tilt (LNT) 4x2 – Diesel** - Heavy Duty, Low Narrow Tilt Class 6, 7, and 8, GVWR 26,000 - 66,000 lbs., Cummins B6.7, 200-380 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 4: Battle Motors Vehicles**

Base Model Price for **Battle Motors Low Entry Tilt 2 (LET2) 4x2 – Diesel** - Heavy Duty, Low Entry Tilt Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 4: Battle Motors Vehicles**

Base Model Price for **Battle Motors Low Entry Tilt 2 (LET2 CC) Crew Cab 4x2 – Diesel** - Heavy Duty Entry Tilt Crew Cab, Class 6 - 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3500 RDS transmission, front axle 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 4: Battle Motors Vehicles**

Base Model Price for **Battle Motors Low Entry Tilt II (LET2) 4x2 – CNG** - Heavy Duty, Low Entry Tilt Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 4: Battle Motors Vehicles**

Base Model Price for **Battle Motors Low Narrow Tilt (LNT) 4x2 – Electric - Heavy Duty, Low Narrow Class 6 - 8, GVWR 26,000 - 54,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Direct Drive transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.**

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 4: Battle Motors Vehicles**

\_Base Model Price for **Battle Motors Low Entry Tilt II (LET2) 4x2 – Electric** - Heavy Duty, Low Entry Cab, Class 6-8, GVWR 33,000 - 72,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Two Speed Powershift transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

2  
0

**Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Item 16.

Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

2  
1

**Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

2 **Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Item 16.

2 Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 15%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

Doggett - Battle price list

2 **Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS**

3 Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 0%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

Doggett - Battle price List

2  
4

**Section 5: Battle Motors Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Item 16.

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting v

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

2  
5

**Section 6: Battle Motors Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity:  UOM:  Price:  Total:

2  
6

**Section 6: Battle Motors Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** hourly labor rate for Paint and Body Repair.

Quantity:  UOM:  Price:  Total:

2  
7

**Section 6: Battle Motors Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity:  UOM:  Price:  Total:

**Alternate 1**

**Section 6: Battle Motors Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity:  UOM:  Price:  Total:



**Section 7: Chevrolet Vehicles**

Base Model Price for **Chevrolet 4500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 7: Chevrolet Vehicles**

Base Model Price for **Chevrolet 5500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 7: Chevrolet Vehicles**

Base Model Price for **Chevrolet 6500HD** – Regular cab, Duramax 6.6L turbo diesel V8 engine optimized for medium duty applications, 350 horsepower and 700 lb.-ft. of torque, multiple Allison 6-speed close-ratio transmissions with double overdrive, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 7: Chevrolet Vehicles**

Base Model Price for **Chevrolet LCF 3500** – Low cab forward, regular cab, 6.6L V8 gasoline engine, 6-  
automatic transmission with double overdrive, 350 horsepower and 425 lb.-ft. of torque, complete with all  
manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 7: Chevrolet Vehicles**

Base Model Price for **Chevrolet LCF 4500** – Low cab forward, regular cab, 6.6L V8 gasoline engine, 6-  
automatic transmission with double overdrive, 350 horsepower and 425 lb.-ft. of torque, complete with all  
manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 7: Chevrolet Vehicles**

Base Model Price for **Chevrolet LCF 4500HD** – Low cab forward, regular cab, 5.2L turbocharged I-4 diesel engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 7: Chevrolet Vehicles**

Base Model Price for **Chevrolet LCF 4500XD** – Low cab forward, regular cab, 5.2L turbocharged I-4 di engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 7: Chevrolet Vehicles**

Base Model Price for **Chevrolet LCF 5500HD** – Low cab forward, regular cab, 5.2L turbocharged I-4 di engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 7: Chevrolet Vehicles**

Base Model Price for **Chevrolet LCF 5500XD** – Low cab forward, regular cab, 5.2L turbocharged I-4 di engine, 6-speed automatic transmission with double overdrive and Power Take-Off (PTO) capability, 215 horsepower and 425 lb.-ft. of torque, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 7: Chevrolet Vehicles**

Base Model Price for **Chevrolet LCF 6500XD** – Low cab forward, regular cab, 6.7L Cummins turbo diesel engine, Allison 2550 Rugged Duty Series 6-speed automatic transmission with double overdrive and Standard Integrated Power Take-Off (PTO) capability, 260 horsepower and 660 lb.-ft. of torque, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 7: Chevrolet Vehicles**

Item 16.

Base Model Price for **Chevrolet LCF 7500XD** – Low cab forward, regular cab, 6.7L Cummins turbo diesel engine, Allison 2500 Rugged Duty Series 6-speed automatic transmission with double overdrive and Standard Integrated Power Take-Off (PTO) capability, 260 horsepower and 660 lb.-ft. of torque, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

3  
9

**Section 8: Chevrolet Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Item 16.

Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

4  
0

**Section 8: Chevrolet Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

4  
1

**Section 8: Chevrolet Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Item 16.

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts**.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

4  
2

**Section 8: Chevrolet Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements**.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

4 3	<p><b>Section 8: Chevrolet Model Vehicles OPTIONAL EQUIPMENT and PARTS</b></p> <p>Discount (%) off all <b>Floor Plan Insurance and Lot Insurance</b> (dealer inventory vehicles and upfitting v</p>	Item 16.
<b>No Bid</b>		
<p>Item Notes: <b>PROPOSAL NOTE 4:</b> Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. <b>No paper catalogs or manufacturer/vendor websites will be accepted.</b></p> <p>Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none"> <li>Select "<b>Add Alternate</b>" for each additional manufacturer product line and/or catalog/pricelist proposed</li> <li>Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed</li> </ul>		
<p><b>Item Attributes</b></p> <hr/> <p><b>1. State Name of Catalog/Pricelist Proposed with Discount Percentage</b></p> <p><small>NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".</small></p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>		

4 4	<p><b>Section 9: Chevrolet Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b></p> <p><b>Not to Exceed</b> hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.</p>	
Quantity: <u>  1  </u> UOM: <u>  Hourly Labor Rate  </u>		
<b>No Bid</b>		

4 5	<p><b>Section 9: Chevrolet Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b></p> <p><b>Not to Exceed</b> hourly labor rate for Paint and Body Repair.</p>	
Quantity: <u>  1  </u> UOM: <u>  Hourly Labor Rate  </u>		
<b>No Bid</b>		

4 6	<p><b>Section 9: Chevrolet Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b></p> <p><b>Not to Exceed</b> per mile delivery fee for Medium and Heavy-Duty Trucks.</p>	
Quantity: <u>  1  </u> UOM: <u>  Per Mile Delivery Fee  </u>		
<b>No Bid</b>		



**Section 10: Dodge Ram Vehicles**

Base Model Price for **Ram Tradesman 4500 Chassis Regular Cab** – 6.4L V8, 6-speed automatic, gas engine, 370HP, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 10: Dodge Ram Vehicles**

Base Model Price for **Ram Tradesman 4500 Chassis Crew Cab** – 6.4L V8, 6-speed automatic, gasoline, 370HP, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 10: Dodge Ram Vehicles**

Base Model Price for **Ram Tradesman 5500 Chassis Regular Cab** – 6.4L V8, 6-speed automatic, gas engine, 370HP, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 10: Dodge Ram Vehicles**

Base Model Price for **Ram Tradesman 5500 Chassis Crew Cab** – 6.4L V8, 6-speed automatic, gasoline 370HP, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 11: Dodge Ram Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

Item 16.

**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

5  
2

**Section 11: Dodge Ram Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

5  
3

**Section 11: Dodge Ram Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

Item 16.

**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

5  
4

**Section 11: Dodge Ram Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

5  
5

**Section 11: Dodge Ram Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response



**56** **Section 12: Dodge Ram Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** Item 16.  
**Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.  
 Quantity:   1   UOM: Hourly Labor Rate **No Bid**

**57** **Section 12: Dodge Ram Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**  
**Not to Exceed** hourly labor rate for Paint and Body Repair.  
 Quantity:   1   UOM: Hourly Labor Rate **No Bid**

**58** **Section 12: Dodge Ram Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**  
**Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.  
 Quantity:   1   UOM: Per Mile Delivery Fee **No Bid**

**59** **Section 13: Ford Vehicles**  
 Base Model Price for **Ford F-650 SD Pro Loader Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment. **No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 13: Ford Vehicles**

Base Model Price for **Ford F-650 SD Pro Loader Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel engine, 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 13: Ford Vehicles**

Base Model Price for **Ford F-650 SD Straight Frame Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 13: Ford Vehicles**

Base Model Price for **Ford F-650 SD Straight Frame Chassis Cab - Regular Cab, 6.7L V8 turbo diesel 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.**

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 13: Ford Vehicles**

Base Model Price for **Ford F-750 SD Straight Frame Chassis Cab** - Regular Cab, 7.3L V8 gasoline engine, 335HP, 6-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 13: Ford Vehicles**

Base Model Price for **Ford F-750 SD Straight Frame Chassis Cab** - Regular Cab, 6.7L V8 turbo diesel 300HP, TorqShift HD 10-speed automatic with double overdrive, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

6  
5

**Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Item 16.

Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

6  
6

**Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response



6  
7

**Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Item 16.

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts**.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

6  
8

**Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements**.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response



<b>6 9</b>	<b>Section 14: Ford Model Vehicles OPTIONAL EQUIPMENT and PARTS</b>	Item 16.
Discount (%) off all <b>Floor Plan Insurance and Lot Insurance</b> (dealer inventory vehicles and upfitting v		
<b>No Bid</b>		
Item Notes: <b>PROPOSAL NOTE 4:</b> Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. <b>No paper catalogs or manufacturer/vendor websites will be accepted.</b>		
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:		
<ul style="list-style-type: none"> <li>Select "<b>Add Alternate</b>" for each additional manufacturer product line and/or catalog/pricelist proposed</li> <li>Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed</li> </ul>		
<b>Item Attributes</b>		
<b>1. State Name of Catalog/Pricelist Proposed with Discount Percentage</b>		
<small>NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".</small>		
<div style="border: 1px solid black; padding: 2px;">No response</div>		

<b>7 0</b>	<b>Section 15: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b> <b>Not to Exceed</b> hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.	
Quantity: <u>  1  </u> UOM: <u>  Hourly Labor Rate  </u>		<b>No Bid</b>

<b>7 1</b>	<b>Section 15: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b> <b>Not to Exceed</b> hourly labor rate for Paint and Body Repair.	
Quantity: <u>  1  </u> UOM: <u>  Hourly Labor Rate  </u>		<b>No Bid</b>

<b>7 2</b>	<b>Section 15: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b> <b>Not to Exceed</b> per mile delivery fee for Medium and Heavy-Duty Trucks.	
Quantity: <u>  1  </u> UOM: <u>  Per Mile Delivery Fee  </u>		<b>No Bid</b>

**Section 16: Freightliner Vehicles**

Item 16.

Base Model Price for **Freightliner Model M2-106** - Medium Duty, Cab, Class 6 - 8; Cab and chassis, 6 GVW, Eaton 6 speed transmission, 200 HP, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 16: Freightliner Vehicles**

Base Model Price for **Freightliner Model 108SD** - Heavy Duty, Cab, Class 7/8, Cab and chassis, 3169 GVW, Eaton 9 speed transmission, 520 - 1250 HP, front axle 10,000lbs, rear axle 21,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 16: Freightliner Vehicles**

Base Model Price for **Freightliner Model M2-112** - Heavy Duty, Cab, Class 7/8, and chassis, 52,000# Detroit DD13 260 - 525 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

7  
6

**Section 16: Freightliner Vehicles**

Item 16.

Base Model Price for **Freightliner Model M2-112 Natural Gas** - Heavy Duty, Cab, Class 7/8, and chassis 66,000# GVW, Detroit DD13 250 - 320 HP at 1625 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 16: Freightliner Vehicles**

Item 16.

Base Model Price for **Freightliner Model Cascadia 125** - Heavy Duty, Class 8, Cab and chassis, 52,000 GVW, Detroit DD15 350 - 615 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

7  
8

**Section 16: Freightliner Vehicles**

Item 16.

Base Model Price for **Freightliner Model Natural Gas** - Heavy Duty, Class 8, Cab and chassis, 60,600 Detroit DD15 400 HP at 1625 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 16: Freightliner Vehicles**

Base Model Price for **Freightliner Model 114SD - Heavy Duty, Class 7/8, Cab and chassis, 92,000# G**  
Detroit DD13 260 - 525 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 16: Freightliner Vehicles**

Base Model Price for **Freightliner Model 114SD Natural Gas** - Heavy Duty, Class 7/8, Cab and chassis 62,000# GVW, Detroit DD13 260 - 400 HP at 1625 RPM, Eaton FR15210B, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 16: Freightliner Vehicles**

Item 16.

Base Model Price for **Freightliner Model eCascadia** - Heavy Duty, Class 8, Cab and chassis, 82,000# Detroit DD15425 HP (317 kW), Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 16: Freightliner Vehicles**

Base Model Price for **Freightliner Model eM2** - Medium Duty, Cab, Class 6/7, Typical Range 180 - 250 Cab and chassis, 26,000 - 33,000# GVW, Class 6 Continuous Horsepower, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 16: Freightliner Vehicles**

Base Model Price for **Freightliner Model EconicSD** - Heavy Duty, Class 8, Cab and chassis, Detroit 350, Allison Automatic 3000 series 6-speed, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

8  
4

**Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Item 16.

Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

8  
5

**Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

8  
6

**Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Item 16.

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

8  
7

**Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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



**8 8 Section 17: Freightliner Model Vehicles OPTIONAL EQUIPMENT and PARTS** Item 16.

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles) Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

**8 9 Section 18: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity:   1   UOM:   Hourly Labor Rate   Price:  Total:

**9 0 Section 18: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** hourly labor rate for Paint and Body Repair.

Quantity:   1   UOM:   Hourly Labor Rate   Price:  Total:

**9 1 Section 18: Freightliner Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity:   1   UOM:   Per Mile Delivery Fee   Price:  Total:

**Section 19: Hino Vehicles**

Base Model Price for **Hino L7** - Medium Duty, Day Cab, 33,000 GVWR, Engine: Cummins B6.7L 260 hp, 2600 rpm, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 19: Hino Vehicles**

Base Model Price for **Hino L6** - Medium Duty, Day Cab, 23,000 GVWR, Engine: Cummins B6.7L 240 hp, 2400 rpm, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 19: Hino Vehicles**

\_Base Model Price for **Hino XL7** - Medium Duty, Day Cab, 33,000 GVWR, Engine: Cummins L9 300 hp rpm, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

9  
5

**Section 19: Hino Vehicles**

Item 16.

Base Model Price for **Hino XL8** - Medium Duty, Conventional Cab, 33,000 GVWR, Engine: Cummins L9 at 2,500 rpm, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

9  
6

**Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) 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

569

**Item Attributes**

Item 16.

**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 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS**

**7**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

**9 Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS**

**8**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts**.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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



Item Attributes

Item 16.

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 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS

9 Discount (%) off all Extended Service Maintenance Agreements.

No Bid

Item Notes: PROPOSAL NOTE 4: Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

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

Item Attributes

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

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

No response

1 Section 20: Hino Model Vehicles OPTIONAL EQUIPMENT and PARTS

0 Discount (%) off all Floor Plan Insurance and Lot Insurance (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: PROPOSAL NOTE 4: Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

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

Item Attributes

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

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

No response



1 0 1	<b>Section 21: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b> <b>Not to Exceed</b> hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.	Item 16.
Quantity: <u>  1  </u> UOM: <u>Hourly Labor Rate</u>		<b>No Bid</b>

1 0 2	<b>Section 21: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b> <b>Not to Exceed</b> hourly labor rate for Paint and Body Repair.	
Quantity: <u>  1  </u> UOM: <u>Hourly Labor Rate</u>		<b>No Bid</b>

1 0 3	<b>Section 21: Hino Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b> <b>Not to Exceed</b> per mile delivery fee for Medium and Heavy-Duty Trucks.	
Quantity: <u>  1  </u> UOM: <u>Per Mile Delivery Fee</u>		<b>No Bid</b>

1 0 4	<b>Section 22: International Vehicles</b> Base Model Price for <b>International HV507 4x4</b> - Severe Duty, Class 6-7, Cummins B6.7 200 hp,10,000 front axle, 17,500 rear axle, air brakes,6 speed transmission, complete with all manufacturer's standard equipment.	<b>No Bid</b>
Manufacturer: <input type="text" value="No response"/>		
Manufacturer #: <input type="text" value="No response"/>		
Item Notes: <b>PROPOSAL NOTE 1:</b> Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation <b>shall submit an approval letter</b> from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. <b>PROPOSAL NOTE 2:</b> A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. <b>Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).</b> <b>PROPOSAL NOTE 3:</b> Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of <b>delivery fees</b> (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. <b>Dealer Floor Plan and Lot Insurance</b> costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees <b>shall not</b> be included in the price of a vehicle for the purpose of this proposal but <b>must</b> be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. <b>PROPOSAL NOTE 4:</b> Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. <b>No paper catalogs or manufacturer/vendor websites will be accepted.</b>		

**Section 22: International Vehicles**

Item 16.

Base Model Price for **International HV607 6x4** - Severe Duty, Class 8, Cummins L9 260 hp, 10,000# front axle, 40,000# rear axle, 10 speed transmission, air brakes, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 22: International Vehicles**

Item 16.

Base Model Price for **International MV607 4x2** - Medium Duty, Class 6-7, Cummins B6.7 200 hp, 8000 axle, hydraulic brakes, 17,500# rear axle, 6 speed transmission, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 22: International Vehicles**

Item 16.

Base Model Price for **International HV613** - Severe Duty, Class 6-7, International A26 450 hp, 16,000# axle, 40,000# rear axle, 6 speed transmission, air brakes, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 22: International Vehicles**

Item 16.

Base Model Price for **International HV607 4x2** - Severe Duty, Class 6-7, Cummins B6.7 200 hp, 10,000 axle, 17,500# rear axle, 6 speed transmission, air brakes, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 22: International Vehicles**

Item 16.

Base Model Price for **International MV60E - Electric**, complete with all manufacturer's standard equip**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 22: International Vehicles**

Base Model Price for **International Lonestar** - Heavy Duty, Class 8, Cummins X15 565 565 565 hp, 18 transmission, 13,200# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



1  
1  
1

**Section 22: International Vehicles**

Item 16.

Base Model Price for **International HX520** - Severe Duty, Class 8, Cummins X15 565 hp, 18 speed transmission, 14,600# front axle, 46,000# rear axle, air brakes, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

1  
1  
2

**Section 22: International Vehicles**

Item 16.

Base Model Price for **International HX615** - Severe Duty, Class 8, International A26 430 hp, 6 speed transmission, 20,000# front axle, 46,000# rear axle, air brakes, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 22: International Vehicles**

Base Model Price for **International HX620 6x4** - Heavy Duty, Class 8, Cummins X15 450 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 22: International Vehicles**

Base Model Price for **International LT625 6x4** - Heavy Duty, Class 8, International A26 410 hp, 10 speed transmission, 12,000# front axle, 40,000# rear axle, air brakes, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 22: International Vehicles**

Item 16.

Base Model Price for **International HV513 4x2** - Heavy Duty, Class 8, International A26 365 hp, 12,000# axle, 23,000# rear axle, air brakes, 10 speed transmission, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 22: International Vehicles**

Item 16.

Base Model Price for **International RH613 4x2** - Heavy Duty, Class 8, International A26 370 hp, 12,000# front axle, 23,000# rear axle, 10 speed, air brakes, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 22: International Vehicles**

Item 16.

Base Model Price for **International CV515** - Medium Duty, Class 4-5, International 6.6 350 hp, Allison automatic, 6000# front axle, 10,000# rear axle, hydraulic brakes, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



1  
1  
8

**Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Item 16.

Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

1  
1  
9

**Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

1  
2  
0

**Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Item 16.

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

1  
2  
1

**Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

1  
2  
2

**Section 23: International Model Vehicles OPTIONAL EQUIPMENT and PARTS** Item 16.

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting v **No Bid**)

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

1  
2  
3

**Section 24: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity:   1   UOM: Hourly Labor Rate **No Bid**

1  
2  
4

**Section 24: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** hourly labor rate for Paint and Body Repair.

Quantity:   1   UOM: Hourly Labor Rate **No Bid**

1  
2  
5

**Section 24: International Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity:   1   UOM: Per Mile Delivery Fee **No Bid**

**Section 25: Isuzu Vehicles**

Base Model Price for **Isuzu Cabover NPR** - Class 3, Standard Cab, 12,000 GVWR, 6.6L GenV, 8-Cylinder Gasoline engine, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

1 **Section 25: Isuzu Vehicles**

Item 16.

2 Base Model Price for **Isuzu Cabover FTR** - Class 6, Standard Cab, 25,950 GVWR, Cummins B6.7  
7 engine, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 25: Isuzu Vehicles**

Item 16.

Base Model Price for **Isuzu Cabover FVR** - Class 7, Standard Cab, 33,000 GVWR, Cummins B6.7L, engine 260, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

1  
2  
9

**Section 25: Isuzu Vehicles**

Item 16.

Base Model Price for **Isuzu Cabover NRR EV** - 235 miles of range both AC and DC fast charging, 19,500 pound GVWR for powerful Class 5, complete with all manufacturer's standard equipment.

Bas

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 25: Isuzu Vehicles**

Item 16.

Base Model Price for **Isuzu Cabover NPR-HD** – Class 4, Standard Cab, 14,500 GVWR, 5.2L I4 Turbo Diesel engine, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

1  
3  
1

**Section 25: Isuzu Vehicles**

Item 16.

Base Model Price for **Isuzu Cabover NQR** - Class 5, Standard Cab, 17,950 GVWR, 6.6L GMPT L8T G Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

1  
3  
2

**Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

Item 16.

**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  
3  
3

**Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

1  
3  
4

**Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts**.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

Item 16.

**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  
3  
5

**Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

1  
3  
6

**Section 26: Isuzu Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

596

1 3 7	<b>Section 27: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b> <b>Not to Exceed</b> hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.	Item 16.
Quantity: <u>  1  </u> UOM: <u>Hourly Labor Rate</u>		<b>No Bid</b>

1 3 8	<b>Section 27: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b> <b>Not to Exceed</b> hourly labor rate for Paint and Body Repair.	
Quantity: <u>  1  </u> UOM: <u>Hourly Labor Rate</u>		<b>No Bid</b>

1 3 9	<b>Section 27: Isuzu Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b> <b>Not to Exceed</b> per mile delivery fee for Medium and Heavy-Duty Trucks.	
Quantity: <u>  1  </u> UOM: <u>Per Mile Delivery Fee</u>		<b>No Bid</b>

1 4 0	<b>Section 28: Kenworth Vehicles</b> Base Model Price for <b>Kenworth Model C500</b> - Heavy Duty, 150,000 lb. GVWR, Conventional Cab, Cummins ISX 15 Engine, complete with all manufacturer's standard equipment.		<b>No Bid</b>
Manufacturer:		<i>No response</i>	
Manufacturer #:		<i>No response</i>	
Item Notes:		<p><b>PROPOSAL NOTE 1:</b> Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation <b>shall submit an approval letter</b> from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. <b>PROPOSAL NOTE 2:</b> A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. <b>Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).</b> <b>PROPOSAL NOTE 3:</b> Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of <b>delivery fees</b> (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. <b>Dealer Floor Plan and Lot Insurance</b> costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees <b>shall not</b> be included in the price of a vehicle for the purpose of this proposal but <b>must</b> be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. <b>PROPOSAL NOTE 4:</b> Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. <b>No paper catalogs or manufacturer/vendor websites will be accepted.</b></p>	

**Section 28: Kenworth Vehicles**

Base Model Price for **Kenworth Model T180** - Medium Duty, 19,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 28: Kenworth Vehicles**

Base Model Price for **Kenworth Model T280** - Medium Duty, 26,000 lb. GVWR, Conventional Cab, PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 28: Kenworth Vehicles**

Base Model Price for **Kenworth Model T380** - Medium Duty, Class 7, 33,000 lb. GVWR, Conventional PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 28: Kenworth Vehicles**

Base Model Price for **Kenworth Model T480** - Medium Duty, Class 8, 66,000 lb. GVWR, Conventional PACCAR PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 28: Kenworth Vehicles**

Base Model Price for **Kenworth Model K270** - Medium Duty, Class 6, 26,000 lb. GVWR, COE Cab, PA PX-7 Diesel Engine, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 28: Kenworth Vehicles**

Base Model Price for **Kenworth Model K270E** - Medium Duty, Class 6, 26,000 lb. GVWR, Hydraulic 55  
Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batteries - 200-mile range, complete with all  
manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 28: Kenworth Vehicles**

Base Model Price for **Kenworth Model K370** - Medium Duty, Class 7, 33,000 lb. GVWR, Hydraulic 55 Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batterie, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 28: Kenworth Vehicles**

Base Model Price for **Kenworth Model K370E** - Medium Duty, Class 7, 33,000 lb. GVWR, Hydraulic 55  
Tilting Steel Cab, HV2600, 355HP Emotor, Two PACCAR 700 CCA Batteries - 200 mile range, complete with all  
manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 28: Kenworth Vehicles**

Item 16.

Base Model Price for **Kenworth Model T680 - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Chassis, PACCAR MX-13 Diesel Engine**, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 28: Kenworth Vehicles**

Item 16.

Base Model Price for **Kenworth Model T680 FCEV** - Heavy Duty, Class 8, 82,000 lbs Max GVWR, Cor Cab, Toyota's 310kW Dual Motor Assembly/415 Hp and Gen 2 Dual Fuel Cell Module, 58.8 Kg Hydrogen Storage, 450 Miles of Range, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 28: Kenworth Vehicles**

Item 16.

Base Model Price for **Kenworth Model T680E** - Heavy Duty, Class 8, Conventional Cab, 396 kWh battery, CCS1 DC Fast Charging, 150 Miles of Range, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 28: Kenworth Vehicles**

Base Model Price for **Kenworth Model T800** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 28: Kenworth Vehicles**

Item 16.

Base Model Price for **Kenworth Model T880** - Medium Duty, Class 8, 33,001+ lb. GVWR, Conventional PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 28: Kenworth Vehicles**

Base Model Price for **Kenworth Model W900L** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Extended Hood, Cummins X15 Engine, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 28: Kenworth Vehicles**

Item 16.

Base Model Price for **Kenworth Model W990** - Heavy Duty, Conventional Cab, PACCAR MX-13 Engine complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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



**Item Attributes**

Item 16.

**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  
5  
7

**Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a **COMPLETE** catalog(s)/pricelist(s) **OF ALL OPTIONAL EQUIPMENT AND PARTS** with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

1  
5  
8

**Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a **COMPLETE** catalog(s)/pricelist(s) **OF ALL OPTIONAL EQUIPMENT AND PARTS** with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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



Item Attributes

Item 16.

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

159

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all Extended Service Maintenance Agreements.

No Bid

Item Notes: PROPOSAL NOTE 4: Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

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

Item Attributes

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

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

No response

160

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all Floor Plan Insurance and Lot Insurance (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: PROPOSAL NOTE 4: Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

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

Item Attributes

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

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

No response

614

1 6 1	<b>Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair</b> <b>Not to Exceed</b> hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.	Item 16.
	Quantity: <u>  1  </u> UOM: <u>Hourly Labor Rate</u>	<b>No Bid</b>

1 6 2	<b>Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b> <b>Not to Exceed</b> hourly labor rate for Paint and Body Repair.	
	Quantity: <u>  1  </u> UOM: <u>Hourly Labor Rate</u>	<b>No Bid</b>

1 6 3	<b>Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b> <b>Not to Exceed</b> per mile delivery fee for Medium and Heavy-Duty Trucks.	
	Quantity: <u>  1  </u> UOM: <u>Per Mile Delivery Fee</u>	<b>No Bid</b>

1 6 4	<b>Section 31: Mack Vehicles</b> Base Model Price for <b>Mack Granite</b> - Heavy Duty, Class 8, 35,000 - 92,000+ GVW, Mack MP7 engine, 325 - 505 HP, day cab, Eaton-Fuller Manual Transmission, front axle Mack UniMax Axles with Integrated Hub, Drive Axles Meritor "S" Cam Q-Plus Brakes, complete with all manufacturer's standard equipment.	
	<b>No Bid</b>	
	Manufacturer:	<input type="text" value="No response"/>
	Manufacturer #:	<input type="text" value="No response"/>
	Item Notes:	<p><b>PROPOSAL NOTE 1:</b> Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation <b>shall submit an approval letter</b> from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. <b>PROPOSAL NOTE 2:</b> A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. <b>Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).</b> <b>PROPOSAL NOTE 3:</b> Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of <b>delivery fees</b> (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. <b>Dealer Floor Plan and Lot Insurance</b> costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees <b>shall not</b> be included in the price of a vehicle for the purpose of this proposal but <b>must</b> be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. <b>PROPOSAL NOTE 4:</b> Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. <b>No paper catalogs or manufacturer/vendor websites will be accepted.</b></p>

**Section 31: Mack Vehicles**

Item 16.

Base Model Price for **Mack TERRAPRO** - Heavy Duty, Class 8, 35,000 - 81,000+ GVW, Mack MP7 eng 505 HP, day cab, mDRIVE HD and XHD Transmission, front axle Mack UniMax, Drive Axles Mack C150/151 Series, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 22: Mack Vehicles**

Item 16.

Base Model Price for **Mack LR** - Heavy Duty, Class 8, Low Entry Cabover, 43,000 - 72,000 GVW, Mack engine, 320-355 HP, Allison 4500 Series transmission, front axle Mack FXL20, rear axle Mack C150/151 Axle Carriers, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 31: Mack Vehicles**

Item 16.

Base Model Price for **Mack LR Electric** - Heavy Duty, Low Entry Cabover, 66,000 lbs GVWR, 2 AC mo 400kW Peak (536 hp) & 334 kW (448 hp) continuous power, 4 NMC lithium-ion batteries, 600V, Up to 150kW charge power with max current of 200A, 550-750 volts charging system, Allison 4500 Series transmission, front axle Mack FXL20, rear axle Mack S462R, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 31: Mack Vehicles**

Base Model Price for **Mack Pinnacle** - Heavy Duty, Class 8, 35,000 - 62,000 GVW, Mack MP8 engine, 415-505 HP, Maxitorque ES transmission, S38/40 Series Axle, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 31: Mack Vehicles**

Item 16.

Base Model Price for **Mack MD Series** - Heavy Duty, Cummins B6.7 Engine, 220hp/600 lb. ft, Allison 24 speed transmission, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 31: Mack Vehicles**

Base Model Price for **Mack MD Electric** - Heavy Duty, Class 6, NMC Battery packs, CCS1 Charging, 1 (2 batteries) max range, 150 KWH battery capacity (2 batteries), 260 Peak HP, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

1  
7  
1

**Section 31: Mack Vehicles**

Item 16.

Base Model Price for **Mack Anthem** - Heavy Duty, Class 8, 35,000 - 62,000 GVW, MP7 Engine, 415 - 500 hp, 12.8L Diesel, 10-speed manual transmission, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

1  
7  
2

**Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) 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

622

**Item Attributes**

Item 16.

**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  
7  
3

**Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

1  
7  
4

**Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts**.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

Item 16.

**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  
7  
5

**Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

1  
7  
6

**Section 32: Mack Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

624

1 7 7	<b>Section 33: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b> <b>Not to Exceed</b> hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.	Item 16.
Quantity: <u>  1  </u> UOM: <u>Hourly Labor Rate</u>		<b>No Bid</b>

1 7 8	<b>Section 33: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b> <b>Not to Exceed</b> hourly labor rate for Paint and Body Repair.	
Quantity: <u>  1  </u> UOM: <u>Hourly Labor Rate</u>		<b>No Bid</b>

1 7 9	<b>Section 33: Mack Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b> <b>Not to Exceed</b> per mile delivery fee for Medium and Heavy-Duty Trucks.	
Quantity: <u>  1  </u> UOM: <u>Per Mile Delivery Fee</u>		<b>No Bid</b>

1 8 0	<b>Section 34: Mitsubishi Vehicles</b> Base Model Price for <b>Mitsubishi Cabover TV</b> - Heavy Duty, 33,500 GVW, 4-stroke cycle, water cooled direct injection, turbocharged diesel engine, G330-12K, Electronic-automated unsynchronized transmission, complete with all manufacturer's standard equipment.		<b>No Bid</b>
Manufacturer:		<i>No response</i>	
Manufacturer #:		<i>No response</i>	
Item Notes:		<p><b>PROPOSAL NOTE 1:</b> Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation <b>shall submit an approval letter</b> from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. <b>PROPOSAL NOTE 2:</b> A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. <b>Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).</b> <b>PROPOSAL NOTE 3:</b> Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of <b>delivery fees</b> (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. <b>Dealer Floor Plan and Lot Insurance</b> costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees <b>shall not</b> be included in the price of a vehicle for the purpose of this proposal but <b>must</b> be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. <b>PROPOSAL NOTE 4:</b> Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. <b>No paper catalogs or manufacturer/vendor websites will be accepted.</b></p>	

**Section 34: Mitsubishi Vehicles**

Item 16.

Base Model Price for **Mitsubishi Cabover Canter** - Light Duty, 6,500 GVW, 4V21 engine, Synchrones manual transmission, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 34: Mitsubishi Vehicles**

Item 16.

Base Model Price for **Mitsubishi Cabover FA/FI** - Medium Duty, 9,600 GVW, Compression Ignition, 4 St  
Direct injection, Turbo charged diesel engine, MO36S6, Mechanical, 6 forward + 1 reverse transmission,  
complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 34: Mitsubishi Vehicles**

Item 16.

Base Model Price for **Mitsubishi Cabover Fighter** - Medium Duty, 7.5t GVW, 4V20 Intercooler Turbo engine, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 34: Mitsubishi Vehicles**

Item 16.

Base Model Price for **Mitsubishi Cabover FJ** - Heavy Duty, 25,000 GVW, Compression Ignition, 4 Stroke Direct Injection, Turbo charged inter cooled engine, G85 Synchronesh type 6 Forward + 1 Reverse manual transmission, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 34: Mitsubishi Vehicles**

Item 16.

Base Model Price for **Mitsubishi Cabover FO** - Heavy Duty, 31,000 Max GVW, 4-stroke cycle, water cooled direct injection, turbocharged diesel engine, 9-speed manual transmission, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 34: Mitsubishi Vehicles**

Item 16.

Base Model Price for **Mitsubishi Cabovere Canter Electric** - Light Duty, GVW 6t Class, Standard cab electric, S Battery, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

Item 16.

**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  
8

**Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a **COMPLETE** catalog(s)/pricelist(s) **OF ALL OPTIONAL EQUIPMENT AND PARTS** with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

1  
8  
9

**Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a **COMPLETE** catalog(s)/pricelist(s) **OF ALL OPTIONAL EQUIPMENT AND PARTS** with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

Item Attributes

Item 16.

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

190

Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all Extended Service Maintenance Agreements.

No Bid

Item Notes: PROPOSAL NOTE 4: Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

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

Item Attributes

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

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

No response

191

Section 35: Mitsubishi Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all Floor Plan Insurance and Lot Insurance (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: PROPOSAL NOTE 4: Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

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

Item Attributes

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

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

No response

633



1 9 2	<p><b>Section 36: Mitsubishi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b></p> <p><b>Not to Exceed</b> hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.</p> <p>Quantity: <u>  1  </u> UOM: <u>Hourly Labor Rate</u></p>	<div style="border: 1px solid black; padding: 2px; width: fit-content;">Item 16.</div> <p><b>No Bid</b></p>
-------------	--	---

1 9 3	<p><b>Section 36: Mitsubishi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b></p> <p><b>Not to Exceed</b> hourly labor rate for Paint and Body Repair.</p> <p>Quantity: <u>  1  </u> UOM: <u>Hourly Labor Rate</u></p>	<p><b>No Bid</b></p>
-------------	---	----------------------

1 9 4	<p><b>Section 36: Mitsubishi Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service</b></p> <p><b>Not to Exceed</b> per mile delivery fee for Medium and Heavy-Duty Trucks.</p> <p>Quantity: <u>  1  </u> UOM: <u>Per Mile Delivery Fee</u></p>	<p><b>No Bid</b></p>
-------------	--	----------------------

1 9 5	<p><b>Section 37: Peterbilt Vehicles</b></p> <p>Base Model Price for <b>Peterbilt Model 220</b> - Medium Duty, Cab over engine, Paccar PX7 engine, 220 HP, Allison 2500 HS transmission, 26,000 GVWR, front gross axle weight 12,000 lbs., rear gross axle weight 17,000-21,000 lbs., complete with all manufacturer's standard equipment.</p>		<p><b>No Bid</b></p>
	Manufacturer:	<input type="text" value="No response"/>	
	Manufacturer #:	<input type="text" value="No response"/>	
	Item Notes:	<p><b>PROPOSAL NOTE 1:</b> Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation <b>shall submit an approval letter</b> from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. <b>PROPOSAL NOTE 2:</b> A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. <b>Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).</b> <b>PROPOSAL NOTE 3:</b> Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of <b>delivery fees</b> (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. <b>Dealer Floor Plan and Lot Insurance</b> costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees <b>shall not</b> be included in the price of a vehicle for the purpose of this proposal but <b>must</b> be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. <b>PROPOSAL NOTE 4:</b> Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. <b>No paper catalogs or manufacturer/vendor websites will be accepted.</b></p>	



**Section 37: Peterbilt Vehicles**

Item 16.

Base Model Price for **Peterbilt Model 520** - Heavy Duty, Cab over engine, Paccar PX9 350 HP, 3000 R transmission, 57.6" BBC, 33,000 GVWR, front gross axle weight 12,000-22000 lbs., rear gross axle weight 23,000-46- lbs., complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 37: Peterbilt Vehicles**

Item 16.

Base Model Price for **Peterbilt Model 365** - Heavy Duty, Conventional cab, Paccar MX13, 455 HP, Full transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 33,000 GVWR, 115" BBC, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 37: Peterbilt Vehicles**

Item 16.

Base Model Price for **Peterbilt Model 367** - Heavy Duty, Conventional cab, Paccar MX13, 455 HP, Full transmission, front gross axle weight 12,000-22,000lbs, rear gross axle weight 21,000-70,000lbs, 52,000 GVWR, 123" BBC, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 37: Peterbilt Vehicles**

Item 16.

Base Model Price for **Peterbilt Model 389** - Heavy Duty Conventional cab, Paccar MX-13 engine, 455 H  
10 speed transmission, front gross axle weight 12,000 lbs., rear gross axle weight 38,000 lbs., 50,000 GVWR,  
123" BBC, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 37: Peterbilt Vehicles**

Item 16.

Base Model Price for **Peterbilt Model 589** - Heavy Duty, Engine PACCAR MX-13, Transmissions PACCAR 12, Front Axle PACCAR, Dana, Meritor, Rear Axle PACCAR, Dana, Meritor, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 37: Peterbilt Vehicles**

Item 16.

Base Model Price for **Peterbilt Model 548** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 37: Peterbilt Vehicles**

Item 16.

Base Model Price for **Peterbilt Model 567** - Medium Duty, Conventional Aero cab vocational unit, Paccar engine, 455 HP, Fuller 10 speed transmission, front gross axle weight 12,000-22,000 lbs., rear gross axle weight 21,000-70,000 lbs., 33,000 and up GVWR, 115" BBC, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 37: Peterbilt Vehicles**

Item 16.

Base Model Price for **Peterbilt Model 537** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 37: Peterbilt Vehicles**

Item 16.

Base Model Price for **Peterbilt Model 536** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 37: Peterbilt Vehicles**

Item 16.

Base Model Price for **Peterbilt Model 535** - Medium Duty, Transmission PACCAR 8-Speed Automatic Transmission, Front Axle PACCAR 20K, Rear Axle All Current Carry Over, Rear Suspension Single Drive: 13.5k – 31k, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 37: Peterbilt Vehicles**

Item 16.

Base Model Price for **Peterbilt Model 579** - Heavy Duty, Aero cab, Paccar MX-13 engine, 455 HP, Pac Speed Auto transmission, front gross axle weight 12,000-20,000 lbs., rear gross axle weight 38,000-46,000 lbs., 50,000 GVWR, 117" BBC, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Item 16.

Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

**Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment**. Third Party (not OEM) specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

**Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Item 16.

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

**Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Extended Service Maintenance Agreements.**

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

2  
1  
1

**Section 38: Peterbilt Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Item 16.

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting v

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

2  
1  
2

**Section 39: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity:   1   UOM: Hourly Labor Rate

**No Bid**

2  
1  
3

**Section 39: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** hourly labor rate for Paint and Body Repair.

Quantity:   1   UOM: Hourly Labor Rate

**No Bid**

2  
1  
4

**Section 39: Peterbilt Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity:   1   UOM: Per Mile Delivery Fee

**No Bid**



**Section 40: Volvo Vehicles**

Item 16.

Base Model Price for **Volvo VNL** - Heavy Duty, 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 40: Volvo Vehicles**

Base Model Price for **Volvo VNX** - Heavy Duty 122.4" BBC, 50,000 GVW, Fuller 10 speed transmission engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 40: Volvo Vehicles**

Base Model Price for **Volvo VNR** - Heavy Duty 113" BBC, 33,000 GVW, Fuller 10 speed transmission, □ engine, conventional cab, single axle, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 40: Volvo Vehicles**

Item 16.

Base Model Price for **Volvo VNR Electric** - Up to 230 miles, Up to 33,000 GVW, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 40: Volvo Vehicles**

Item 16.

Base Model Price for **Volvo VAH** - Heavy Duty 113.6" Daycab designed to provide outstanding performance for urban deliveries. Volvo D11 325-425 hp 1250-1550 lb.- ft. Volvo I-Shift - 12 speed Eaton - 10 speed, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 40: Volvo Vehicles**

Base Model Price for **Volvo VHD** - Heavy Duty Volvo D11 325-425 hp 1250-1550 lb-ft. Volvo D13 405-500 1450-1900 lb-ft, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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



**Item Attributes**

Item 16.

**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

2  
2  
2

**Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

No response

2  
2  
3

**Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

**No Bid**

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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



Item Attributes

Item 16.

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

2  
2  
4

Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all Extended Service Maintenance Agreements.

No Bid

Item Notes: PROPOSAL NOTE 4: Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

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

Item Attributes

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

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

No response

2  
2  
5

Section 41: Volvo Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all Floor Plan Insurance and Lot Insurance (dealer inventory vehicles and upfitting vehicles).

No Bid

Item Notes: PROPOSAL NOTE 4: Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

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

Item Attributes

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

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

No response

656

2  
2  
6 **Section 42: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** Item 16.  
**Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.  
 Quantity:   1   UOM: Hourly Labor Rate **No Bid**

2  
2  
7 **Section 42: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**  
**Not to Exceed** hourly labor rate for Paint and Body Repair.  
 Quantity:   1   UOM: Hourly Labor Rate **No Bid**

2  
2  
8 **Section 42: Volvo Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**  
**Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.  
 Quantity:   1   UOM: Per Mile Delivery Fee **No Bid**

2  
2  
9 **Section 43: Western Star Vehicles**  
 Base Model Price for **Western Star 47X** - Medium Duty, Engine Displacement 9L to 13L Horsepower/ Torque 260/860 to 525/1,850, complete with all manufacturer's standard equipment.

	Unit Price:	\$96,304.00	Total:	\$96,304.00
--	-------------	-------------	--------	-------------

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 43: Western Star Vehicles**

Item 16.

Base Model Price for **Western Star 49X** - Medium Duty, Engine Displacement 12L to 16L Horsepower/  
Torque 350/1,350 to 605/2,050, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

2  
3  
1

**Section 43: Western Star Vehicles**

Item 16.

Base Model Price for **Western Star 57X** - Heavy Duty, Engine Detroit DD13 Gen 5 370-525 HP, 1250-1 Transmission Detroit DT12 Direct and Overdrive AMT, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

2  
3  
2

**Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Options**. Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) 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

659

**Item Attributes**

Item 16.

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

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

Western Star Data book 5.20

2  
3  
3

**Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist **MUST** be included, or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a **COMPLETE** catalog(s)/pricelist(s) **OF ALL OPTIONAL EQUIPMENT AND PARTS** with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

**Item Attributes**

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

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

Doggett Price List

2  
3  
4

**Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS**

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total:

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a **COMPLETE** catalog(s)/pricelist(s) **OF ALL OPTIONAL EQUIPMENT AND PARTS** with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

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

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

Item Attributes

Item 16.

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

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

Doggett Price List

2  
3  
5

Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all Extended Service Maintenance Agreements.

Total: 0%

Item Notes: PROPOSAL NOTE 4: Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

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

Item Attributes

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

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

Doggett Price List ESC

2  
3  
6

Section 44: Western Star Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all Floor Plan Insurance and Lot Insurance (dealer inventory vehicles and upfitting vehicles).

Total: 0%

Item Notes: PROPOSAL NOTE 4: Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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

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

**Item Attributes**

Item 16.

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

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

Doggett Floor Plan

2  
3  
7

**Section 45: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.

Quantity:   1   UOM: Hourly Labor Rate Price:  Total:

2  
3  
8

**Section 45: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** hourly labor rate for Paint and Body Repair.

Quantity:   1   UOM: Hourly Labor Rate Price:  Total:

2  
3  
9

**Section 45: Western Star Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service**

**Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.

Quantity:   1   UOM: Per Mile Delivery Fee Price:  Total:



**Section 1: Autocar Vehicles (Addendum No. 1)**

Base Model Price for **Autocar ACTT 4x2** – Terminal tractor, Cabover style, Cab and chassis, Low Cab (LCF), Cummins B6.7 200 HP with Allison 3000 RDS, 4 speed transmission, diesel engine, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 1: Autocar Vehicles (Addendum No. 1)**

Base Model Price for **Autocar ACTT 6x4** – Terminal tractor, Cabover style, Cab and chassis, Low Cab (LCF), Cummins B6.7 200 HP with Allison 3000 RDS, 4 speed transmission, diesel engine, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 4: Battle Motors Vehicles (Addendum No. 1)**

Item 16.

Base Model Price for **Battle Motors Low Narrow Tilt (LNT) 6x4 – Diesel** - Heavy Duty, Low Narrow T Cab, Bas 6 - 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3500 RDS transmission, front axel 20,000lbs, tandem rear axle 40,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 4: Battle Motors Vehicles (Addendum No. 1)**

Base Model Price for **Battle Motors Low Entry Tilt 2 (LET2) 6x4 – Diesel** - Heavy Duty, Low Entry Tilt Class 7 and 8, GVWR 46,000 - 72,000 lbs., Cummins L9, 300 - 430 HP engine, Allison 3000 RDS transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

2  
4  
4  
**Section 4: Battle Motors Vehicles (Addendum No. 1)**

Item 16.

Base Model Price for **Battle Motors Low Narrow Tilt (LNT) 6x4 – Electric - Heavy Duty, Low Narrow Class 6 - 8, GVWR 26,000 - 54,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Direct Drive transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.**

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 4: Battle Motors Vehicles (Addendum No. 1)**

Base Model Price for **Battle Motors Low Entry Tilt II (LET2) 6x4 – Electric** -Heavy Duty, Low Entry T Class 6-8, GVWR 33,000 - 72,000lbs, BorgWarner Cascadia Motion HVH410-150, 500 HP, Two Speed Powershift transmission, front axle 20,000lbs, single rear axle 26,000lbs, complete with all manufacturer's standard equipment.

Unit Price:  Total:

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 19: Hino Vehicles (Addendum No.1)**

Base Model Price for **HINO L6** - Medium Duty, Day Cab, 23,000 GVWR, Engine: Cummins B6.7L 260 hp, 2,500 rpm, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



2 **Section 19: Hino Vehicles (Addendum No.1)**

Item 16.

Base Model Price for **HINO M4** - Day Cab, 14,500 GVWR, Engine: JO5E-tp 5-liter diesel, Type: Diesel 4 cylinder in line, 210HP at 2,500RPM, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 19: Hino Vehicles (Addendum No.1)**

Item 16.

Base Model Price for **HINO M5** - Day Cab, 19,500 GVWR, Engine: JO5E-tp 5-liter diesel, Type: Diesel 4 cylinder in, 210HP at 2,500RPM, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 25: Isuzu Vehicles (Addendum No. 1)**

Item 16.

\_Base Model Price for **Isuzu Cabover NPR** - Class 3, Crew Cab, 12,000 GVWR, 6.6L GenV, 8-Cylinder Gasoline engine, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 25: Isuzu Vehicles (Addendum No. 1)**

Item 16.

\_Base Model Price for **Isuzu Cabover NPR-HD** - Class 4, Standard Cab, 14,500 GVWR, 6.6L GenV, 8-Gasoline engine, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 25: Isuzu Vehicles (Addendum No. 1)**

Item 16.

\_Base Model Price for **Isuzu Cabover NPR-HD** - Class 4, Crew Cab, 14,500 GVWR, 6.6L GenV, 8-Cyl  
Gasoline engine, complete with all manufacturer's standard equipment.

**No Bid**Manufacturer: Manufacturer #: 

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 25: Isuzu Vehicles (Addendum No. 1)**

Item 16.

\_Base Model Price for **Isuzu Cabover NQR** - Class 5, Crew Cab, 17,950 GVWR, 6.6L GMPT L8T GEN Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 25: Isuzu Vehicles (Addendum No. 1)**

Item 16.

\_Base Model Price for **Isuzu Cabover NPR-XD** – Class 4, Standard Cab, 16,000 GVWR, 5.2L I4 Turbo Diesel engine, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 25: Isuzu Vehicles (Addendum No. 1)**

Base Model Price for **Isuzu Cabover NPR-XD** – Class 4, Crew Cab, 16,000 GVWR, 5.2L I4 Turbocharged Diesel engine, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 25: Isuzu Vehicles (Addendum No. 1)**

Item 16.

\_Base Model Price for **Isuzu Cabover NRR** – Class 5, Standard Cab, 19,500 GVWR, 6.6L GMPT L8T C  
Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 25: Isuzu Vehicles (Addendum No. 1)**

Item 16.

\_Base Model Price for **Isuzu Cabover NRR** – Class 5, Crew Cab, 19,500 GVWR, 6.6L GMPT L8T GEN Cylinder, Gasoline engine, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 25: Isuzu Vehicles (Addendum No. 1)**

Item 16.

\_Base Model Price for **Isuzu Cabover NRR** – Class 5, Standard Cab, 19,500 GVWR, 6.6L GMPT L8T 6 Cylinder, Deisel engine, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 25: Isuzu Vehicles (Addendum No. 1)**

Item 16.

\_Base Model Price for **Isuzu Cabover NRR** – Class 5, Crew Cab, 19,500 GVWR, 5.2L I4 Turbocharged engine, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 25: Isuzu Vehicles (Addendum No. 1)**

Item 16.

\_Base Model Price for **Isuzu Cabover NQR** - Class 5, Standard Cab, 17,950 GVWR, 5.2L I4 Turbocharged Diesel engine, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 25: Isuzu Vehicles (Addendum No. 1)**

Item 16.

\_Base Model Price for Isuzu Cabover NQR - Class 5, Crew Cab, 17,950 GVWR, 5.2L I4 Turbocharged engine, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**



**Section 25: Isuzu Vehicles (Addendum No. 1)**

Item 16.

Base Model Price for **Isuzu Cabover FVR** - Class 6 De-rated, Standard Cab, 25,950 GVWR, Cummin Diesel engine 260, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

**Section 25: Isuzu Vehicles (Addendum No. 1)**

Base Model Price for **Isuzu Cabover FVR** - Class 6 De-rated, Crew Cab, 25,950 GVWR, Cummins B Diesel engine 260, complete with all manufacturer's standard equipment

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

2  
6  
3

**Section 25: Isuzu Vehicles (Addendum No. 1)**

Item 16.

Base Model Price for **Isuzu Cabover NPR-HD** – Class 4, Crew Cab, 14,500 GVWR, 5.2L I4 Turbocharged Diesel engine, complete with all manufacturer's standard equipment.

**No Bid**

Manufacturer:

Manufacturer #:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

2  
6  
4

*Line deleted as part of an Addendum*

2  
6  
5

*Line deleted as part of an Addendum*

**Response Total: \$4,303,877.00**

License No: F1194

Not Transfer Item 16.

# State of Arkansas

## ARKANSAS MOTOR VEHICLE COMMISSION

### THIS CERTIFIES THAT

Doggett Freightliner of Arkansas, LLC  
11700 Valentine Road  
North Little Rock, AR 72117

### IS LICENSED AS A

Franchise Dealer

\*Daimler Trucks: Freightliner, Detroit Diesel, Sterling, Unimog & Western Star Commercial Trucks \*Autocar: Xpeditor Class 8 LCF Chassis

### EXPIRATION DATE OF

12/31/2023

In Witness whereof, Arkansas Motor Vehicle Commission, under and by virtue of the authority vested in it by the laws of the State of Arkansas has caused this license to be issued.

*Joy Blankenship*

Joy Blankenship  
Chair

*F. S. Stroope*

F.S. "Sandy" Stroope  
Director



Arkansas Motor Vehicle Commission  
900 West Capitol Avenue, Suite 400  
Little Rock, AR 72201

Phone: 501-682-1428  
Fax: 501-682-5573

Business Name

### RECEIPT

Dealer License No:	F1194
Licensee No:	F1194
License:	Franchise Motor Vehicle Dealer
Exp. Date:	12/31/2023
Receipt:	80767
Amount:	\$100.00

Please carefully review this license certificate for accuracy. If errors are found, please call the AMVC Office at 501-682-1428.

Doggett Freightliner of Arkansas, LLC  
Attn: Brittney Estes  
11700 Valentine Road  
North Little Rock, AR 72117

**State of Arkansas**  
**ARKANSAS MOTOR VEHICLE COMMISSION**

This license allows the holder listed below to engage in the new motor vehicle business in the State of Arkansas, subject to applicable laws and rules.

LICENSE NUMBER	EXPIRATION DATE
F1194	12/31/2023
LICENSE	

Joy Blankenship  
Joy Blankenship      F.S. "Sandy" Stroope  
Director

Doggett Freightliner of Arkansas, LLC

687



License No: F1195

Not Transferable Item 16.

# State of Arkansas

## ARKANSAS MOTOR VEHICLE COMMISSION

### THIS CERTIFIES THAT

Doggett Freightliner of Arkansas, LLC  
2675 W. Sunset Avenue  
Springdale, AR 72762

### IS LICENSED AS A

Franchise Dealer

\*Daimler Trucks: Freightliner, Detroit Diesel, Sterling, Unimog & Western Star Commercial Trucks \*Autocar: Xpeditor Class 8 LCF Chassis

### EXPIRATION DATE OF

12/31/2023

In Witness whereof, Arkansas Motor Vehicle Commission, under and by virtue of the authority vested in it by the laws of the State of Arkansas has caused this license to be issued.

*Joy Blankenship*

Joy Blankenship  
Chair

*F.S. Stroope*

F.S. "Sandy" Stroope  
Director



Arkansas Motor Vehicle Commission  
900 West Capitol Avenue, Suite 400  
Little Rock, AR 72201

Phone: 501-682-1428  
Fax: 501-682-5573

Business Name

### RECEIPT

Dealer License No:	F1195
Licensee No:	F1195
License:	Franchise Motor Vehicle Dealer
Exp. Date:	12/31/2023
Receipt:	80766
Amount:	\$100.00

Please carefully review this license certificate for accuracy. If errors are found, please call the AMVC Office at 501-682-1428.

Doggett Freightliner of Arkansas, LLC  
Attn: Brittney Estes  
2675 West Sunset Blvd  
Springdale, AR 72762

**State of Arkansas**  
**ARKANSAS MOTOR VEHICLE COMMISSION**

This license allows the holder listed below to engage in the new motor vehicle business in the State of Arkansas, subject to applicable laws and rules.

LICENSE NUMBER	EXPIRATION DATE
F1195	12/31/2023
L1195	12/31/2023

*Joy Blankenship*      *F.S. Stroope*  
 Joy Blankenship      F.S. "Sandy" Stroope  
 Chair      Director

688

License No: F1195

Not Transfer Item 16.

# State of Arkansas

## ARKANSAS MOTOR VEHICLE COMMISSION

### THIS CERTIFIES THAT

Doggett Freightliner of Arkansas, LLC  
2675 W. Sunset Avenue  
Springdale, AR 72762

### IS LICENSED AS A

Franchise Dealer

\*Daimler Trucks: Freightliner, Detroit Diesel, Sterling, Unimog & Western Star Commercial Trucks \*Autocar: Xpeditor Class 8 LCF Chassis

### EXPIRATION DATE OF

12/31/2023

In Witness whereof, Arkansas Motor Vehicle Commission, under and by virtue of the authority vested in it by the laws of the State of Arkansas has caused this license to be issued.

*Joy Blankenship*

Joy Blankenship  
Chair

*F.S. Stroope*

F.S. "Sandy" Stroope  
Director



Arkansas Motor Vehicle Commission  
900 West Capitol Avenue, Suite 400  
Little Rock, AR 72201

Phone: 501-682-1428  
Fax: 501-682-5573

Business Name

### RECEIPT

Dealer License No:	F1195
Licensee No:	F1195
License:	Franchise Motor Vehicle Dealer
Exp. Date:	12/31/2023
Receipt:	80766
Amount:	\$100.00

Please carefully review this license certificate for accuracy. If errors are found, please call the AMVC Office at 501-682-1428.

Doggett Freightliner of Arkansas, LLC  
Attn: Brittney Estes  
2675 West Sunset Blvd  
Springdale, AR 72762

**State of Arkansas**  
**ARKANSAS MOTOR VEHICLE COMMISSION**

This license allows the holder listed below to engage in the new motor vehicle business in the State of Arkansas, subject to applicable laws and rules.

LICENSE NUMBER	EXPIRATION DATE
F1195	12/31/2023
L1195	L1195

*Joy Blankenship*      *F.S. Stroope*  
 Joy Blankenship      F.S. "Sandy" Stroope  
 Chair      Director

689



Texas Department  
of Motor Vehicles

MOTOR VEHICLE DIVISION

**FRANCHISED MOTOR VEHICLE DEALER**

LICENSE NO: C123086

**GENERAL DISTINGUISHING NUMBER:**

P123088X

Utility Trailer/Semi-Trailer

P123087

Motor Vehicle

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC  
SelecTrucks of San Antonio  
PO BOX 201150  
SAN ANTONIO, TEXAS BEXAR 78220-8150

**EXPIRES:** 10-31-2023  
**PHYSICAL LOCATION:**  
8700 INTERSTATE 10 E  
CONVERSE, TEXAS BEXAR 78109-9722

**THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:**

Freightliner : MT-Medium Truck, Freightliner : HT-Heavy Truck, ALLISON TRANSMISSION : TM-Transmission, Cummins Engine : EN-Engine, Detroit Diesel : EN-Engine, WESTERN STAR : HT-Heavy Truck, AUTOCAR LCOE HEAVY TRUCK : HT-Heavy Truck, AUTOCAR LLCOE HEAVY TRUCK : HT-Heavy Truck, DC-64 : HT-Heavy Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

***Monique Johnston***

**Monique Johnston, Director  
Texas Department of Motor Vehicles  
Motor Vehicle Division**

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



SUPPLEMENTAL LICENSE INFORMATION

Item 16.



Texas Department  
of Motor Vehicles

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: C123086

MOTOR VEHICLE DIVISION GENERAL DISTINGUISHING NUMBER:

P123088X

Utility Trailer/Semi-Trailer

P123087

Motor Vehicle

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC  
SelecTrucks of San Antonio  
PO BOX 201150  
SAN ANTONIO, TEXAS BEXAR 78220-8150

**EXPIRES:** 10-31-2023  
**PHYSICAL LOCATION:**  
8700 INTERSTATE 10 E  
CONVERSE, TEXAS BEXAR 78109-9722

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

*Monique Johnston*

Monique Johnston, Director  
Texas Department of Motor Vehicles  
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



Texas Department of Motor Vehicles

MOTOR VEHICLE DIVISION

**FRANCHISED MOTOR VEHICLE DEALER**

**LICENSE NO:** B123080

**GENERAL DISTINGUISHING NUMBER:**

P123082X

Utility Trailer/Semi-Trailer

P123081

Motor Vehicle

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC  
PO BOX 201150  
SAN ANTONIO, TEXAS BEXAR 78220-8150

**EXPIRES:** 10-31-2023  
**PHYSICAL LOCATION:**  
12002 FM 1472  
LAREDO, TEXAS WEBB 78045

**THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:**

Freightliner : MT-Medium Truck, Freightliner : HT-Heavy Truck, WESTERN STAR : HT-Heavy Truck, Cummins Engine : EN-Engine, Detroit Diesel : EN-Engine

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

***Monique Johnston***

**Monique Johnston, Director  
Texas Department of Motor Vehicles  
Motor Vehicle Division**

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

**SUPPLEMENTAL LICENSE INFORMATION**

Item 16.



Texas Department  
of Motor Vehicles

**FRANCHISED MOTOR VEHICLE DEALER**

**LICENSE NO:** B123080

**MOTOR VEHICLE DIVISION**

**GENERAL DISTINGUISHING NUMBER:**

P123082X

Utility Trailer/Semi-Trailer

P123081

Motor Vehicle

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC  
PO BOX 201150  
SAN ANTONIO, TEXAS BEXAR 78220-8150

**EXPIRES:** 10-31-2023  
**PHYSICAL LOCATION:**  
12002 FM 1472  
LAREDO, TEXAS WEBB 78045

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

***Monique Johnston***

**Monique Johnston, Director  
Texas Department of Motor Vehicles  
Motor Vehicle Division**

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



Texas Department of Motor Vehicles

MOTOR VEHICLE DIVISION

**FRANCHISED MOTOR VEHICLE DEALER**

LICENSE NO: B123441

**GENERAL DISTINGUISHING NUMBER:**

P123443X

Utility Trailer/Semi-Trailer

P123442

Motor Vehicle

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC  
SelecTrucks of Pharr  
PO BOX 201150  
SAN ANTONIO, TEXAS BEXAR 78220-8150

**EXPIRES:** 11-30-2023  
**PHYSICAL LOCATION:**  
3103 N CAGE BLVD  
PHARR, TEXAS HIDALGO 78577-1709

**THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:**

Freightliner : HT-Heavy Truck, Freightliner : MT-Medium Truck, WESTERN STAR : HT-Heavy Truck, Detroit Diesel : EN-Engine

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

***Monique Johnston***

**Monique Johnston, Director  
Texas Department of Motor Vehicles  
Motor Vehicle Division**

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

SUPPLEMENTAL LICENSE INFORMATION

Item 16.



Texas Department  
of Motor Vehicles

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: B123441

MOTOR VEHICLE DIVISION GENERAL DISTINGUISHING NUMBER:

P123443X

Utility Trailer/Semi-Trailer

P123442

Motor Vehicle

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC  
SelecTrucks of Pharr  
PO BOX 201150  
SAN ANTONIO, TEXAS BEXAR 78220-8150

**EXPIRES:** 11-30-2023  
**PHYSICAL LOCATION:**  
3103 N CAGE BLVD  
PHARR, TEXAS HIDALGO 78577-1709

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

*Monique Johnston*

Monique Johnston, Director  
Texas Department of Motor Vehicles  
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

695



Texas Department  
of Motor Vehicles

MOTOR VEHICLE DIVISION

# MOTOR VEHICLE CONVERTER

LICENSE NO: 164689

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC  
FOA Body & Equipment

1701 SMITH RD  
AUSTIN, TEXAS TRAVIS 78721-3544

**EXPIRES:** 11-30-2023

**PHYSICAL LOCATION:**

1701 SMITH RD  
AUSTIN, TEXAS TRAVIS 78721-3544

**THE PERSON NAMED ABOVE IS LICENSED AS A MOTOR VEHICLE CONVERTER FOR THE FOLLOWING PRODUCT(S):**

Galfab:, Morgan:, Ox Bodies:

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

*Monique Johnston*

Monique Johnston, Director  
Texas Department of Motor Vehicles  
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



Texas Department  
of Motor Vehicles  
MOTOR VEHICLE DIVISION

### FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A164648

**GENERAL DISTINGUISHING NUMBER:**

P164649

Motor Vehicle

P164650X

Utility Trailer/Semi-Trailer

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC  
Freightliner Western Star of Buda  
5151 INDUSTRIAL WAY DR  
BUDA, TEXAS HAYS 78610-5850

**EXPIRES:** 11-30-2023  
**PHYSICAL LOCATION:**  
5151 INDUSTRIAL WAY DR  
BUDA, TEXAS HAYS 78610-5850

**THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:**

Cummins Engine : EN-Engine, Detroit Diesel : EN-Engine, Freightliner : MT-Medium Truck, Freightliner : HT-Heavy Truck, WESTERN STAR : HT-Heavy Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

*Monique Johnston*

Monique Johnston, Director  
Texas Department of Motor Vehicles  
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



SUPPLEMENTAL LICENSE INFORMATION

Item 16.



Texas Department of Motor Vehicles

MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A164648

GENERAL DISTINGUISHING NUMBER:

P164649

Motor Vehicle

P164650X

Utility Trailer/Semi-Trailer

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC  
Freightliner Western Star of Buda  
5151 INDUSTRIAL WAY DR  
BUDA, TEXAS HAYS 78610-5850

**EXPIRES:** 11-30-2023  
**PHYSICAL LOCATION:**  
5151 INDUSTRIAL WAY DR  
BUDA, TEXAS HAYS 78610-5850

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

*Monique Johnston*

Monique Johnston, Director  
Texas Department of Motor Vehicles  
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



**FRANCHISED MOTOR VEHICLE DEALER**

**LICENSE NO:** A164645

**GENERAL DISTINGUISHING NUMBER:**

P164646

Motor Vehicle

P164647X

Utility Trailer/Semi-Trailer

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC  
Freightliner of Austin, Freightliner Western Star of Austin  
1701 SMITH RD  
AUSTIN, TEXAS TRAVIS 78721-3544

**EXPIRES:** 11-30-2023  
**PHYSICAL LOCATION:**  
1701 SMITH RD  
AUSTIN, TEXAS TRAVIS 78721-3544

**THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:**

Cummins Engine : EN-Engine, Detroit Diesel : EN-Engine, Freightliner : MT-Medium Truck, Freightliner : HT-Heavy Truck, WESTERN STAR : HT-Heavy Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

***Monique Johnston***

**Monique Johnston, Director  
Texas Department of Motor Vehicles  
Motor Vehicle Division**

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

SUPPLEMENTAL LICENSE INFORMATION

Item 16.



Texas Department  
of Motor Vehicles

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A164645

MOTOR VEHICLE DIVISION GENERAL DISTINGUISHING NUMBER:

P164646

Motor Vehicle

P164647X

Utility Trailer/Semi-Trailer

DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC  
Freightliner of Austin, Freightliner Western Star of Austin  
1701 SMITH RD  
AUSTIN, TEXAS TRAVIS 78721-3544

**EXPIRES:** 11-30-2023  
**PHYSICAL LOCATION:**  
1701 SMITH RD  
AUSTIN, TEXAS TRAVIS 78721-3544

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

*Monique Johnston*

Monique Johnston, Director  
Texas Department of Motor Vehicles  
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

700



August 23, 2023

Craig Chandler  
Sales Manager  
Doggett Freightliner of South Texas  
8700 IH 10 East  
Converse, TX 78109

To Whom it May Concern:

This letter confirms that Doggett Freightliner of South Texas is an authorized Battle Motors Full Service dealer under a Battle Motors' dealer agreement at the following locations:

8700 IH 10 East, Converse, TX 78109

12002 FM 1472, Laredo, TX 78045

3103 N. Cage Rd., Pharr, TX 78577

5151 Industrial Way, Buda, TX 78610

1367 N. Horizon Blvd., El Paso, TX 79928

13675 Gateway Blvd. West, El Paso, TX 79928

11700 Valentine Rd., North Little Rock, AR 72117

129 Access Rd., Van Buren, AR 72956

2675 W. Sunset Ave., Springdale, AR 72762

Sincerely,

DocuSigned by:  
  
7712F6B15E4547D...

Chris Schatz  
Managing Director

[cschatz@battlemotors.com](mailto:cschatz@battlemotors.com)

cc: Paul Burk (via email [paul.burk@doggett.com](mailto:paul.burk@doggett.com))

# DAIMLER TRUCK

## North America

August 22, 2023

Mr. Craig Chandler  
Sales Manager  
Doggett Freightliner of South Texas  
8700 IH 10 East  
Converse, TX 78109

To Whom It May Concern:

This letter confirms that Doggett Freightliner of South Texas is an authorized Freightliner Trucks Full Service dealer and an authorized Western Star Trucks Full Service Dealer under Freightliner Trucks and Western Star Trucks dealer agreements at the following locations:

8700 IH 10 East  
Converse, Texas 78109

3103 N. Cage  
Pharr, Texas 78577

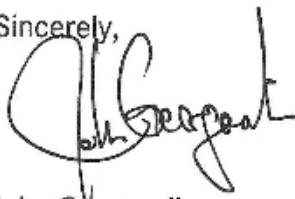
12002 FM 1472  
Laredo, Texas 78045

1367 N. Horizon Blvd.  
El Paso, Texas 79928

1701 Smith Road  
Austin, Texas

5151 Industrial Way Dr.  
Buda, Texas

Sincerely,



John Georgoulis  
Manager Business Development

[john.georgoulis@daimlertruck.com](mailto:john.georgoulis@daimlertruck.com)

913-461-1108

cc: Paul Burk  
Mike Crockett

**ADDITIONAL TERMS AND CONDITIONS  
UNDER COOPERATIVE CONTRACT BUYBOARD 723-23**

**AGREEMENT:** This set of Additional Terms and Conditions is incorporated into BuyBoard 723-23 in its entirety and, upon execution by New Braunfels Utilities, a Texas municipally owned utility (“NBU”), and Doggett Freightliner of South Texas, LLC, a Texas limited liability company (“Vendor”), constitutes the Parties’ Agreement (“Agreement”). All other terms and conditions of the BuyBoard Contract number 723-23, and all documents incorporated therein, not modified or amended by this set of Additional Terms and Conditions shall remain in full force and effect. No change, modification or revision to the Agreement shall be binding unless made in writing and signed by the Parties.

**COMPLETION:** Time is of the essence in the performance of this Agreement. If Vendor fails to effect delivery or performance of the associated goods or services required by NBU in accordance with the requirements of this Agreement, in addition to its other rights and remedies hereunder, NBU shall have the right to terminate this Agreement by notice effective when received by Vendor or after the expiration of five (5) days from the date of mailing of such notice, whichever occurs first. Such termination shall be effective as to goods not yet received by NBU or services not yet rendered, regardless of their transit status.

**PRICES:** Vendor warrants that the prices quoted to NBU in the quote dated August 12, 2024 at the time of sale includes all costs incurred by Vendor for shipment of all goods under this Agreement. In the event of any price reduction between execution of the Agreement and delivery of the goods, NBU shall be entitled to such reduction, which shall be reflected as a deduction on the next invoice or refunded to NBU within 30 days, whichever is sooner.

**SHIPMENT AND DELIVERY:** All goods made the subject hereof are to be suitably prepared and packaged for shipment in accordance with good commercial practice so as to effect safe delivery and freedom from weather or other damage and to meet the carrier’s requirements. All damages to such goods occurring prior to delivery will be charged to Vendor. No charges will be allowed for packing, crating or carriage unless stated in the Agreement. If, in order to comply with NBU’s required delivery date, it becomes necessary for Vendor to ship by a more expensive way than specified in the Agreement any such increased transportation costs shall be solely borne and paid by Vendor, and Vendor shall not pass these increased transportation costs onto NBU. All deliveries shall be f.o.b point designated in these Additional Terms and Conditions or as specified in writing by NBU. Cost of all return shipments, for whatever reason returned, shall be borne by Vendor with title and risk of loss passing at NBU’s point of shipment, unless otherwise specified by NBU at the time of return.

**INSPECTION:** NBU shall have a reasonable time after delivery or performance to inspect the goods delivered or the services performed. All such items or services must conform to the specifications, instructions, drawings and data set forth in the Agreement and quote. NBU may reject and refuse acceptance of any items or services which do not so conform. NBU shall notify Vendor of such rejection by either notice in writing and by the return to Vendor of the rejected

goods. Vendor shall be solely responsible for any risk and costs or expenses associated with return of rejected or nonconforming goods.

**REJECTION OF GOODS AND WORKMANSHIP:** NBU shall have the right to reject furnished goods and workmanship that are defective or otherwise fail to meet the terms and conditions of the Agreement or require their correction. Rejected goods shall be satisfactorily replaced with proper goods without charge to NBU, and Vendor shall promptly segregate and remove rejected goods from the point designated. If Vendor does not correct defective workmanship or replace the rejected goods within a reasonable time, NBU may do so and charge all costs, damages, fees, and expenses to Vendor including, without limitation actual, consequential and incidental damages.

**SHOP DRAWINGS, SUBMITTALS, QUALITY OF GOODS:** Vendor shall confirm that all goods are in strict accordance with the Agreement and quote. Where required, prior to shipment, Vendor shall provide shop drawings or submittals sufficient to demonstrate compliance with the Agreement for NBU's review and approval. A failure of NBU to discover or reject goods not in accordance with the Agreement shall not be deemed an acceptance thereof or a waiver of defects therein. No payment or use of goods provided by Vendor shall be construed as an acceptance of goods which are not strictly in accordance with the Agreement.

**WARRANTIES / GUARANTEES:** Vendor expressly warrants that the goods and services covered hereunder shall be free of defects in workmanship and shall be performed in a good and workmanlike manner consistent with industry standards ("Services Warranty"). A minimum of a ninety (90)-day product or service guaranty of the manufacturer's standard commercial warranty, whichever is greater, will apply to all goods and services. All warranties shall run to NBU, its customers and subsequent owners of goods or services covered hereunder.

Vendor warrants that all equipment, products, and services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the equipment, products, and services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors agree to assist NBU in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to NBU.

**INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS NBU AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES, OR OTHER CONSULTANTS' FEES, OF ANY KIND RESULTING FROM VENDOR'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT, FAILURE OF GOODS, OR ACTS RESULTING IN BODILY INJURY OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT OF THE NEGLIGENCE OR OTHER FAULT OF VENDOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS OF ANY TIER.**



**NO DAMAGES FOR DELAY:** Vendor shall have no right to claim any damages against NBU, including consequential or incidental damages, as a result of delay. Extension of time for Vendor's performance is conditioned upon NBU's approval of an extension of time to the contract or delays claimed by Vendor. Failure of Vendor to make a claim promptly shall be deemed a waiver of the right to a claim for an extension of time for the particular cause.

**TERMINATION:** NBU may terminate this Agreement without cause by providing 30 days' written notice to Vendor. NBU may terminate this Agreement or any part thereof for cause in the event of any default by Vendor, or if Vendor fails to comply with any of the terms and conditions of this Agreement. The Uniform Commercial Code of the State of Texas ("UCC") shall apply to NBU's rights and remedies under commercial transactions. NBU reserves all rights, remedies, and warranties, express and implied, under the UCC. Vendor may not terminate this Agreement unless NBU fails to provide payment for goods and/or associated services expressly accepted by NBU.

**TAXES:** NBU is exempted from all city, state, and federal excise taxes. DO NOT include tax on your invoice. NBU's Federal ID Number is 74-6001783.

**INSURANCE:** Per the BuyBoard Contract, Vendor will secure and maintain throughout the term of this Agreement at least the minimum insurance coverages specified in the BuyBoard Contract. Promptly, upon execution of this Agreement and upon future request from NBU, Vendor shall provide proof of such insurance coverage by providing a Certificate of Insurance demonstrating compliance with the insurance coverages to NBU listed as additional insured. Vendor will provide an updated Certificate of Insurance to NBU prior to the expiration of each applicable policy.

**PAYMENT:** Invoices will be paid within 30 days after receipt of the items or completion of required services. Payment for the goods delivered under this Agreement shall not be acceptance of such goods. Goods shall only be deemed accepted when they have actually been counted, inspected, and tested by NBU and found to be in conformance with this Agreement. However, failure to inspect or test by NBU shall not relieve Vendor of any responsibility hereunder.

**REMEDIES:** The rights and remedies reserved to NBU herein, except where expressly stated to be exclusive, shall be cumulative and in addition to any other or further rights and remedies provided by law or equity. No waiver of any breach of these provisions shall be deemed to constitute a waiver of any other breach.

**DISPUTE RESOLUTION:** The Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws principles. In the event that a dispute arises between NBU and Vendor, the parties agree to submit said disputes to a court of competent jurisdiction in Comal County, Texas for resolution.

**TEXAS PUBLIC INFORMATION ACT:** Vendor recognizes that NBU is subject to the disclosure requirements of the Texas Public Information Act (the "PIA"). As part of its obligations under this Agreement, Vendor agrees, at no additional cost to NBU, to cooperate with NBU for any particular needs or obligations arising out of the NBU's obligations under the PIA. This acknowledgement and obligation are in addition to and complimentary to the NBU's audit rights.

This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU in a fiscal year of NBU.

Vendor must (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to NBU for the duration of the Agreement; (2) promptly provide to NBU any contracting information related to the Agreement that is in the custody or possession of Vendor on request of NBU; and (3) on completion of the Agreement, either:

- (i) provide at no cost to NBU all contracting information related to the Agreement that is in the custody or possession of Vendor; or
- (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to NBU.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Vendor agrees that the Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

**ELECTRONIC SIGNATURES:** Pursuant to Chapter 322 of the Texas Business and Commerce Code, as amended, the parties agree to the use of electronic signatures herein and that the use of an electronic signature, whether digital or encrypted, is intended to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures.

Executed and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**NBU:**  
**NEW BRAUNFELS UTILITIES,**  
a Texas municipally owned utility

**VENDOR:**  
**DOGGETT FREIGHTLINER OF**  
**SOUTH TEXAS, LLC,**      **OF**  
a Texas limited liability company

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

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



DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN

1701 Smith Rd.
Austin, Texas 78721

Bus: 512-389-0000
Fax: 512-389-2663

INV #: Item 16.
DATE: 8/12/2024
INVOICE / BUYER'S ORDER

BUYER'S NAME: NEW BRAUNFELS UTILITIES
ADDRESS: PO BOX 310289
CITY: NEW BRAUNFELS
STATE: TX
ZIP CODE: 78131-0289
YEAR: 2026
MAKE: FREIGHTLINER
MODEL/BODY: 114SD PLUS
VIN: TBD
LICENSE PLATE:

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN PAGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCMENTAL NO PUEDI EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

Table with columns for MILEAGE, BUY BOARD CONTRACT # 723-23, BASE MODEL PRICE (\$91,797.00), OPTION CONTENT (\$43,159.00), SEWER EQUIPMENT 900 ECO 12-YARD (\$444,440.14), BUY BOARD FEE (\$400.00)

Disclaimer of Warranties
The above described vehicle sold by Freightliner of Ausitn is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a writte warranty by, or service contract with Freightliner of Austin covering the describe vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale, but such vehicle or any of its component parts may be subject to warranty by the manufacuter thereof.

CUSTOMER COPY

MILEAGE:
YEAR:
MAKE:
MODEL/BODY:
VIN:
TRADE-IN
MILEAGE:
YEAR:
MAKE:
MODEL/BODY:
VIN:
PAYOFF TO:
ADDRESS:
TELEPHONE:
FAX:
GOOD UNTIL:
QUOTED BY:
SHOW LIEN TO:
ADDRESS:
DATED:
LIEN AMOUNT \$
DRAFT FOR \$
DRAFT THRU:
ADDRESS:
TOTAL \$579,796.14
(Trade Allowance) (\$0.00)
TRADING DIFFERENCE \$579,796.14
SALES TAX \$0.00
DEALER'S INVENTORY TAX \$0.00
LICENSE FEE \$0.00
DOCUMENTARY FEE \$0.00
FEDERAL EXCISE TAX \$0.00
TOTAL SALE PRICE \$579,796.14
PAYOFF ON TRADE \$0.00
EXT. WARRANTY \$0.00
LESS DEPOSIT \$0.00
Total Balance Due \$579,796.14

\*\*The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.
The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale.
La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrato y que aparezca en el contrato de venta. If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrepairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied. It is expressly agreed to and understood by Buyer and Seller that is the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE: \_\_\_\_\_ SELLER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:** Kenneth Allen      **Reviewed by:** Shawn Schorn  
 Fleet & Facilities Manager      Director of Business Planning

**Submitted by:** Mark Steelman      **Approved by:** Ryan Kelso  
 Chief Operations Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Authorize the CEO or His Designee to Negotiate and Execute a Cooperative Agreement with Holt Texas, Ltd. for the Purchase of Two (2) Caterpillar Backhoe Loaders, One (1) Model 420 C4EX and One (1) Model 420 C4SX

## **BACKGROUND**

In order to modernize existing and equip new service crews, New Braunfels Utilities (“NBU”) identified the need to purchase two (2) Caterpillar backhoe loaders, one model 420 C4EX and one model 420 C4SX.

As a result, NBU has selected to purchase the equipment from Caterpillar Inc. through the Sourcewell contract number 060920\_NVS (the “Contract”). NBU’s use of the Sourcewell contract satisfies the competitive bidding requirements under Texas law.

NBU staff requests that the Board of Trustees approve the Contract with Caterpillar Inc. for the backhoe equipment. Due to current market conditions and long lead times, vehicles are highly susceptible to price increases during delivery. Should the final price of the approved vehicles increase upon delivery, this price increase will be reported back to the Board at the next available meeting. Under no circumstances will NBU accept delivery of a vehicle with a price increase in excess of 10%, or which causes the Fleet and Facilities department to exceed the approved Fiscal Year 2025 Capital Equipment Budget.

This item is being presented to the Board because the total amount of the contract exceeds \$250,000.

## **FINANCIAL IMPACT**

The total financial impact of the Contract for the equipment is \$270,350.00. The purchase of the equipment is budgeted in the fiscal year 2025 Capital Equipment Budget.

## **LINK TO STRATEGIC PLAN**

Infrastructure and Technology

## EXHIBITS

---

1. Sourcewell contract number 060920-NVS
2. Equipment Quotes



## Solicitation Number: RFP #020223

### CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Medium Duty and Compact Construction Equipment with Related Attachments** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### 1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires April 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

#### 2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price percentage list discount stated in Supplier's Proposal.



Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required). Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

#### 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

B. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Supplier may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

C. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;

- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

A. Intentionally deleted.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:



1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that

neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

**21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Intentionally omitted.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

**Sourcwell**

**Caterpillar Inc.**

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
  
5/5/2023 | 11:57 AM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Patrick Kearns*  
By: 68A87926721B4E0...  
Patrick Kearns  
Title: Vice President Sales & Marketing,  
Construction Industries  
  
5/24/2023 | 9:14 AM PDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
  
5/24/2023 | 12:16 PM CDT  
Date: \_\_\_\_\_

# RFP 020223 - Medium Duty and Compact Construction Equipment with Related Attachments

---

## Vendor Details

Company Name: Caterpillar Inc  
Address: 100 NE Adams St  
Peoria, IL 61629  
Contact: Sean Egel  
Email: egel\_sean\_j@cat.com  
Phone: 309-675-1399  
HST#:

## Submission Details

Created On: Tuesday December 06, 2022 08:40:12  
Submitted On: Wednesday February 01, 2023 17:08:39  
Submitted By: Sean Egel  
Email: egel\_sean\_j@cat.com  
Transaction #: 9a461f27-b7e7-4aa6-83b3-419bcf0de541  
Submitter's IP Address: 199.247.43.43

---

**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039
6	Proposer website address (or addresses):	<a href="https://www.caterpillar.com/">https://www.caterpillar.com/</a> , <a href="https://www.cat.com/en_US.html">https://www.cat.com/en_US.html</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
-----------	----------	------------

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary.</p> <p>In 1925 when Holt and Best merged to form their new tractor company, they used the name Caterpillar, which had become familiar with people around the world. The name was registered in 1910 by Holt and placed on his tractors to reflect the undulating movement the machine made as it crawled across the field like a caterpillar.</p> <p>With 2022 sales and revenues of \$59.4 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy &amp; Transportation – and providing financing and related services through our Financial Products segment.</p> <p>Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability.</p> <p>Caterpillar's Code of Conduct that can be found at <a href="https://www.caterpillar.com/en/company/code-of-conduct.html">https://www.caterpillar.com/en/company/code-of-conduct.html</a></p>	Item 17.
11	What are your company's expectations in the event of an award?	<p>Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT.</p> <p>Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract.</p> <p>We look forward to the opportunity to further grow business and serve member needs together in this new Medium Construction Equipment RFP opportunity.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: <a href="https://investors.caterpillar.com/overview/default.aspx">https://investors.caterpillar.com/overview/default.aspx</a></p> <p>Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: <a href="https://investors.caterpillar.com/financials/sec-filings/default.aspx">https://investors.caterpillar.com/financials/sec-filings/default.aspx</a>. Both documents are included as attachments in our Financial Strength and Stability Documents.</p> <p>As 2022 results have just been released, below you can find a high level sales statement for 2022 followed by our more detailed 2021.</p> <p>In 2022 full year sales and revenues were \$59.4B with a profit per share of USD \$12.64.</p> <p>In 2021 full year sales and revenues were \$51B of which, North American sales were \$22B. Operating profit was \$6.9B with a profit per share of USD \$11.83. Dividends paid per share of USD \$4.28.</p>	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*



15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	Item 17.
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Cat dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application.</p> <p>Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs.</p> <p>Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service.</p> <p>Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.</p> <p>As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	N/A	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
-----------	----------	------------

19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards.</p> <p>Fortune Magazine #78 on the Fortune 500 2021  Fortune Magazine World's Most Admired Companies  Forbes Best Employers for diversity 2020 and 2021  #82 Best Global Brands- Interbrand 2021  The Wall Street Journal Best Managed Companies in 2020 and 2021  The Wall Street Journal World's Most Sustainably Managed Companies  Human Rights Campaign Foundation Corporate Equality Index  Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program  U.S. President's Volunteer Service Award from Junior Achievement  Corporate Equality Index – Human Rights Campaign Foundation  CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China)  Corporate Social Responsibility Research Center of Southern Weekly (China)  Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China)  2020 Global 500 – Fortune Magazine  America's Most Responsible Companies 2020, 2021 &amp; 2022 – Newsweek  Best-Managed Companies of 2020 &amp; 2021 – The Wall Street Journal  Top Companies for Customer Satisfaction – The Wall Street Journal  The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor  Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes  2020 Best Places to Work for Disability Inclusion – Disability Equality Index  World's Best Employers 2020 – Forbes  Best Employers for Women 2020 – Forbes  America's Best Employers by State 2020 – Forbes  America's Best Employers for Diversity 2020 – Forbes  Best Employers for New Grads 2020 – Forbes  Global 2000 – Forbes 2020, 2021 &amp; 2022  Best Employers for Veterans 2020 and 2021– Forbes  Top Veteran-Friendly Company – U.S. Veterans Magazine  #1 Great Place to Work – Great Place to Work Institute (Brazil)  #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil)  Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign  Top of Mind Company "Industry category" (Piracicaba, Brazil)  Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan)  Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment &amp; Promotion Center (Japan)  Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan)  Hyogo Childcare Supporting Company Award (Japan)  Science &amp; Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)</p>	Item 17.
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Listed below are the current GSA contracts that Caterpillar holds:  SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=\$0 / 2021=\$143,837 SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 / 2021=\$9,473.07  These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts.</p> <p>Final sales for the year 2022 have yet to be fully reported.</p>	*

**Table 4: References/Testimonials**

Item 17.

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation-Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	\$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	\$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	\$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	\$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	\$6,567,420	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

26	Sales force.	<p>The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed.</p> <p>Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business.</p> <p>In North America, Cat dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.</p>	<p>Item 17.</p>
27	Dealer network or other distribution methods.	<p>The Cat dealer network is key to the success of our company. Boasting 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet that can serve customers regardless of location. These are full physical locations our governmental customers can use.</p> <p>Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment.</p> <p>Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well.</p> <p>Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage <a href="https://www.cat.com/en_US/support/dealer-locator.html">https://www.cat.com/en_US/support/dealer-locator.html</a> to locate dealers by location.</p>	

<p>28</p>	<p>Service force.</p>	<p>At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience.</p> <p>In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time.</p> <p>Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support.</p> <p>The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:</p> <ol style="list-style-type: none"> <li>1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.</li> <li>2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine.</li> <li>3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar.</li> <li>4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee.</li> </ol> <p>IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.</p>

Item 17.

\*

\*

<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products.</p> <p>Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar.</p> <p>The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour.</p> <p>Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running.</p> <p>Some of our service solutions include:</p> <ul style="list-style-type: none"> <li>-Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor &amp; manage the fuel consumption, identify the operators who would need extra training, and plan &amp; schedule your maintenance. All of which will maximize your uptime.</li> <li>-Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs.</li> <li>-S•O•S Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet.</li> <li>-Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.</li> </ul>
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states.</p> <p>Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours.</p> <p>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.</p> <p>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>

Item 17.

\*

\*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states.</p> <p>Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours.</p> <p>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.</p> <p>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>	Item 17. *
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell.</p> <p>Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*



**Table 7: Marketing Plan**

Item 17.

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include:</p> <ol style="list-style-type: none"> <li>1) Press Release</li> <li>2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada)</li> <li>3) Government Training &amp; Safety Days (Government customer training events at Caterpillar facilities)</li> <li>4) Announcement in our governmental customer e-newsletter</li> <li>5) Feature on our governmental focused website: <a href="http://www.cat.com/governmental">www.cat.com/governmental</a></li> <li>6) Announcement on our social media channels (FB, Instagram, LinkedIn)</li> <li>7) Display mentions at all governmental tradeshow we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum &amp; Products Expo, and APWA PWX &amp; Annual Rodeo)</li> <li>8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)</li> </ol>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers.</p> <ul style="list-style-type: none"> <li>- Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need.</li> <li>- Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments.</li> <li>- Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own.</li> <li>- Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation.</li> </ul> <p>Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry.</p> <p>In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We do offer a e-procurement ordering process for parts via <a href="http://parts.cat.com">parts.cat.com</a>. We can also integrate into a variety of procurement systems for high volume customers.</p> <p>Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
-----------	----------	------------

<p>40</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>All dealers offer basic operation, safety, and maintenance training with every sale. Should customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer.</p> <p>Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.</p> <p>Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites.</p> <p>For more information visit: <a href="https://catsimulators.com/">https://catsimulators.com/</a></p>	<p>Item 17.</p>
-----------	---	--	-----------------

41	Describe any technological advances that your proposed products or services offer.	<p>Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment.</p> <p>Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine.</p> <p>Cat Payload - Precisely load targets every time for faster cycle times.</p> <p>Cat E-Fencing - Automatically stops excavator motion using boundaries you set in the monitor for the entire working envelope - above, below, sides and front.</p> <p>Cat Birds Eye 360 View Camera - Rearview and right-side-view cameras always keep operators aware of their surroundings.</p> <p>Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption.</p> <p>Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment.</p> <p>Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance.</p> <p>Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force.</p> <p>Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity.</p> <p>Autodig - consistent high bucket fill factors delivers up to 10% more productivity.</p> <p>Cat Track Type Tractors: Display with Camera - Optional 10" touchscreen, color display including rearview camera and slope indicate/assist screens. Larger reversing camera gives the operator better visibility to the job site.</p> <p>Cat Material Handlers: Smartboom - significantly enhances operator comfort and job efficiency by reducing stress and vibrations transmitted to the machine. Loading is more productive and more fuel efficient.</p> <p>Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft.</p> <p>Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety.</p> <p>Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment.</p> <p>Cat Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents.</p> <p>Cat Command - Remote control in operations where an operator could be at safety risk.</p> <p>Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.</p>	Item 17.
----	--	---	----------

<p>42</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future.</p> <p>We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services.</p> <p>Caterpillar is engineering a brighter future through:</p> <ul style="list-style-type: none"> <li>- Product innovations</li> <li>- Advanced technologies leveraging know-how and R&amp;D</li> <li>- Usage of renewable fuels and fluids</li> <li>- Solutions to improve jobsite efficiency</li> <li>- Maintenance solutions</li> <li>- Manufacturing operations' carbon efficiency</li> </ul> <p>Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey.</p> <p>Caterpillar is fully committed to our customers' success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges.</p> <p>We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people.</p> <p>Caterpillar is a proud 22-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors.</p> <p>For more on sustainability please visit our full report attached in the Financial and Stability attachment section.</p>	<p>Item 17.</p>
<p>43</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Plants certified with ISO 14001:2004 Environmental Management System include:</p> <ol style="list-style-type: none"> <li>1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018</li> <li>2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021</li> <li>3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017</li> <li>4) Mapleton - 14001:2004 self-certification issued Jan 2013</li> <li>5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021</li> <li>6) Reman Services - Franklin - ISO 14001:2004-May 2017</li> </ol>	<p>*</p>

<p>44</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct.</p> <p>For example: Foley Equipment, a Cat dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director.</p> <p>One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.</p> <p>Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.</p> <p>Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.</p> <p>For more detail, please see our attached 2021 Global Diversity &amp; Inclusion Report in the Additional Documents folder.</p>	<p>Item 17.</p>
-----------	---	--	-----------------

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p><b>BEST OVERALL VALUE / LOWEST LIFE CYCLE COST:</b>                  Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.</p> <p><b>CAT SAFETY SERVICES / SAFETY FEATURES:</b>                  In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents.</p> <p>In addition to built-in safety features, we also offer products and services that are unique in the industry.</p> <p>Cat Safety Services include, but are not limited to, the following:                  Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators.</p> <p>Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership.</p> <p>Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures.</p> <p>Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process.</p> <p>Training - can be conducted with e-learning courses on <a href="http://safelyhome.cat.com">http://safelyhome.cat.com</a>, instructor led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc.</p> <p>Fleet Management &amp; Services through Caterpillar Job Site Solutions:                  We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today.</p> <p>Details on products and services are available at <a href="http://www.cat.com/safety">www.cat.com/safety</a>. More information can be found in the additional document section. Pricing can be found in the pricing document section.</p>	<p>Item 17.</p>
-----------	---	--	-----------------

**Table 9: Warranty**

Item 17.

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer service territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.
52	Describe any service contract options for the items included in your proposal.	<p>We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options.</p> <p>1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:</p> <ol style="list-style-type: none"> <li>1) Powertrain</li> <li>2) Powertrain + Hydraulics</li> <li>3) Powertrain + Hydraulics + Technology</li> <li>4) Premier</li> </ol> <p>A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires.</p> <p>2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.</p> <p>The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.</p>



**Table 10: Payment Terms and Financing Options**

Item 17.

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public.</p> <p>Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide.</p> <p>Cat Financial offers you a complete solution for your acquisition needs:</p> <ul style="list-style-type: none"> <li>- Equipment &amp; Attachments</li> <li>- Parts</li> <li>- Service</li> <li>- Rebuilds</li> </ul> <p>Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease.</p> <p>Find more information from Cat Financial here:  <a href="https://www.catfinancial.com/en_US.html/">https://www.catfinancial.com/en_US.html/</a></p>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

**Table 11: Pricing and Delivery**

Item 17.

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcwell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcwell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 10 - 26% off of the list price depending on the product family or model.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcwell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcwell member number on the PO and /or invoice shall be deemed sufficient.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcwell members.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcwell member's location.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcwell members' location.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcwell member requirements our dealers will be happy to discuss on a case by case basis.

**Table 12: Pricing Offered**

Item 17.

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and Cat dealers have very close and trusting relationships. Cat dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcwell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcwell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcwell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcwell for all items that are subject to the administrative fee.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 020223.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcwell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Item 17.

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products.</p> <p>Caterpillar is pleased to offer a wide variety of products for Sourcewell members. These products include some from the previously submitted RFP 011723, while excluding paving products, equipment, and services awarded on 060122-CAT. The equipment, products, and services for offered for RFP 020223 include:</p> <ul style="list-style-type: none"> <li>- Cat Backhoe Loaders (9 models offered)</li> <li>- Cat Compact Track Loader (7 models offered)</li> <li>- Cat Skid Steer Loader (7 models offered)</li> <li>- Cat Track Hydraulic Excavator (34 models offered)</li> <li>- Cat Wheel Hydraulic Excavator (7 models offered)</li> <li>- Cat Forestry (4 models offered)</li> <li>- Cat Telehandlers (8 models offered)</li> <li>- Cat Track Type Tractors (3 models offered)</li> <li>- Cat Track Loaders (3 models offered)</li> <li>- Cat Wheel Loaders (19 models offered)</li> <li>- Cat Material Handlers (3 models offered)</li> <li>- Cat Landfill Compactors (3 models offered)</li> </ul> <p>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</p> <p>Services and support include:</p> <ul style="list-style-type: none"> <li>- Cat Attachments (Worktools)</li> <li>- Cat Technology</li> <li>- Cat Safety Services</li> <li>- Cat Job Site Solutions</li> </ul> <p>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</p> <p>- Services and support brochures can be found in the additional documents section by name of offering.</p> <p>For more detailed information on each of these products/offerings see the following website: <a href="https://www.cat.com/en_US.html">https://www.cat.com/en_US.html</a></p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

**Table 148: Depth and Breadth of Offered Equipment Products and Services**

Item 17.

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Wheeled, tracked, and backhoe loaders;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
72	Skidsteers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Mini excavators;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Telehandlers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Soil compaction and site preparation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.

### Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Pricing.zip - Tuesday January 31, 2023 14:05:38
  - [Financial Strength and Stability](#) - Fin Strength and Stability.zip - Tuesday January 31, 2023 09:20:54
  - [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday January 31, 2023 09:23:04
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty Combined.pdf - Tuesday January 31, 2023 09:21:38
  - Standard Transaction Document Samples (optional)
  - [Upload Additional Document](#) - Additional Documents.zip - Wednesday February 01, 2023 17:05:29

**Addenda, Terms and Conditions**

Item 17.

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

Item 17.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223</b> Tue January 24 2023 02:56 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223</b> Tue January 3 2023 11:29 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223</b> Tue December 27 2022 03:08 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223</b> Mon December 12 2022 04:08 PM	<input checked="" type="checkbox"/>	1



## SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 (“Sourcewell”) and **Caterpillar Inc.**, having its principal place of business at 5212 N. O’Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 (“Caterpillar” or “Vendor”). Sourcewell and Caterpillar may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell’s cooperative purchasing contracts as follows:

### **Sourcewell Contract 020223 – CAT (Solicitation Number: 020223)**

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof (“Licensed Trademarks”), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

#### **ARTICLE I: GRANT OF LICENSE**

##### **A. GRANT OF LICENSE. During the term of the Contract:**

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell’s Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor’s Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

“Anti-Corruption and International Trade Laws” means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

**B. LIMITED RIGHT OF SUBLICENSE.** The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

### C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.
2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.
3. Beyond what is permitted in this Addendum, neither Party will:
  - a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;
  - b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;
  - c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or
  - d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

### ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

- A. **EFFECTIVE DATE.** This Addendum is effective upon the date of the final signature below.
- B. **TERMINATION.** Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.
  1. *Termination for Convenience.* This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.
  2. *Termination for Breach.* This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.
  3. *Effect of Termination.* Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

DocuSigned by:  
 SOURCEWELL  
 By: Jeremy Schwartz  
 Name: Jeremy Schwartz  
 Title: Director of Operations and Procurement  
 Date: 5/24/2023 | 2:46 PM CDT

DocuSigned by:  
 Caterpillar  
 By: Patrick Kearns  
 Name: Patrick Kearns  
 Title: Vice President Sales & Marketing - North America  
 Date: 5/24/2023 | 12:47 PM PDT



DATE: Jul 09, 2024  
QUOTE #:342019-01

**NEW BRAUNFELS UTILITIES**  
PAUL MATA  
**SOURCEWELL ID# 58904**

**Jordan, Robert**  
210.414.9252

PO BOX 310289  
NEW BRAUNFELS, TEXAS 78131-0289

**One (1) New Caterpillar Inc Model: 420 C4EX Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:**

**CATERPILLAR SOURCE WELL #020223-CAT**

**STOCK NUMBER:                  SERIAL NUMBER:                  YEAR: 2024                  HOURS: 5**

SALE PRICE	\$137,855.00
<b>TOTAL PRICE</b>	<b>\$137,855.00</b>
<hr/>	
<b>SUB TOTAL</b>	<b>\$137,855.00</b>
<b>TOTAL PURCHASE PRICE</b>	<b>\$137,855.00</b>

**WARRANTY**

Standard Warranty:                  12 Month/Unlimited Hours Total Machine

**PER MACHINE BREAKDOWN**

CAT LIST PRICE	\$196,996.00
SOURCE WELL DISCOUNT (30.0%)	-\$59,141.00
SALE PRICE	\$137,855.00

**NOTES**

[Empty box for notes]

DATE: Jul 09, 2024QUOTE #:Quote 342019-01

**MACHINE SPECIFICATIONS****STOCK NUMBER:            SERIAL NUMBER:            YEAR: 2024            HOURS: 5**

DESCRIPTION	REF.#
420 07A BACKHOE LOADER CFG2	542-7992
LANE 2 ORDER	0P-9002
ENGINE, 82KW, C3.6 DITA, T4F	542-7780
BELT, SEAT, 2" SUSPENSION	206-1747
TIRES, 12.5 80/19.5L-24, GY	379-2161
STABILIZER PADS, FLIP-OVER	9R-6007
BUCKET-GP, 1.5 YD3, PO	337-7401
LOADER BUCKET PINS	545-8548
CUTTING EDGE, TWO PIECE,WIDE	9R-5320
COUPLER, PIN LOCK, BL F	544-1901
BUCKET-HD, 24", 7.3 FT3, PL	247-1950
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
FAN	387-6682
DISPLAY, SECURITY, ENABLED	573-0397
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
PRODUCT LINK, CELLULAR, PLE643	639-4880
TRIM PACKAGE 3	642-9588
420 LANE 2 ZCON	626-9389
PRODUCT LINK, CELLULAR PL243	643-9561
RIDE CONTROL KIT	

## STANDARD EQUIPMENT

---

### BOOMS, STICKS, AND LINKAGES

#### BACKHOE

- 14'4" Center pivot backhoe
- 4.3 Meters
- Boom and swing transport locks
- Pilot operated backhoe and electro hydraulic stabilizer controls
- Street type stabilizer shoes
- Anti-drift hydraulics (boom, stick, and E-stick)
- Cat Cushion Swing(tm) system

### POWERTRAIN

- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock
- Differential lock

### HYDRAULICS

- Pilot hoe and mechanical loader controls
- Load sensing, variable flow system with 43 gpm (162 L/min) axial piston pump
- 6 micron hydraulic filter

### ELECTRICAL

- 12 volt electrical start
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights

### OPERATOR ENVIRONMENT

- Interior rearview mirror
- ROPS canopy, Rear Fenders
- 2-inch (50mm) retractable seat belt
- Tilt steering column

#### LOADER

- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single lever control
- Return-to-dig (automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

- Torque converter
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for Fuel
- Engine oil
- Transmission oil
- Outboard Planetary Rear Axles
- Diesel particulate filter
- Hydrostatic power steering

- Caterpillar XT-3 hose
- Hydraulic oil cooler
- Pilot control shutoff switch
- Flow-sharing hydraulic valves
- Hydraulic suction strainer

- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)
- Diagnostic ports for engine and machine Electronic Control Modules

- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap
- Lockable storage area

- Steering knob
- Hand and foot throttle

- Air suspension seat

**FLUIDS**

- Antifreeze - Extended Life Coolant

-20F (-30C)

**OTHER STANDARD EQUIPMENT**

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with 42.3 gal (160L) capacity & 5 gal (19L) diesel exhaust fluid
- Rubber impact strips on radiator

- guard
- CD-ROM Parts Manual
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection



CAT® BACKHOE LOADER

## MORE OF WHAT YOU ASKED FOR

**415**

**416**

**420**

**430**



YOU SPOKE, WE LISTENED

---

**More Comfort – More Performance – More Versatility**  
CAT® BACKHOE LOADERS BUILT WITH CUSTOMERS INPUT.

**OPERATOR EXPERIENCE**

- NEW Operator Display Improves User Interface
- Effortlessly Shift Gears with the Powershift Transmission
- SAHRI Parking Brake provides Peace of Mind
- Proportional Thumb Rollers on the Joysticks Improve Aux Hydraulic Control.

Building Construction Products  
concrete, muck

Caterpillar: Confidential Green

UP TO **10%\*** MORE PERFORMANCE

- NEW Cat® C3.6 provides 10%+ more Fuel Efficiency
- Up to 15% more Boom Lift Performance (420)
- Standard 4wd gets you out of any Sticky Situation

**IMPROVED MACHINE UTILIZATION**

- IT Loader Coupler
- Change Attachments for various applications with a touch of a Button
    - > Pallet Forks
    - > Material Handling Arms
    - > Snow Pushes





DATE: Jul 09, 2024  
QUOTE #:342020-01

**SOURCEWELL ID# 58904**

**NEW BRAUNFELS UTILITIES**  
PAUL MATA

**Jordan, Robert**  
210.414.9252

PO BOX 310289  
NEW BRAUNFELS, TEXAS 78131-0289

One (1) New Caterpillar Inc Model: 420 C4SX Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

**CATERPILLAR SOURCE WELL #020223-CAT**

**STOCK NUMBER:            SERIAL NUMBER: 0            YEAR: 2024            HOURS: 5**

SALE PRICE	\$132,495.00
<b>TOTAL PRICE</b>	<b>\$132,495.00</b>
<hr/>	
<b>SUB TOTAL</b>	<b>\$132,495.00</b>
<b>TOTAL PURCHASE PRICE</b>	<b>\$132,495.00</b>

**WARRANTY**

Standard Warranty:            12 Month/Unlimited Hours Total Machine

**PER MACHINE BREAKDOWN**

CAT LIST PRICE	\$189,925.00
SOURCE WELL DISCOUNT (30.0%)	-\$57,430.00
<b>SALE PRICE</b>	<b>\$132,495.00</b>

**NOTES**

DATE: Jul 09, 2024QUOTE #:Quote 342020-01

**MACHINE SPECIFICATIONS**

**STOCK NUMBER:**                      **SERIAL NUMBER:**                      **YEAR: 2024**                      **HOURS: 5**

DESCRIPTION	REF.#
420 07A BACKHOE LOADER CFG2	542-7992
ENGINE, 82KW, C3.6 DITA, T4F	542-7780
PT, 4WD/2WS, POWERSHIFT	544-1066
CAB, DELUXE	544-0883
LINES, COMBINED AUX, STD STICK	548-1230
BUCKET-GP, 1.5 YD3, PO	337-7401
TIRES, 12.5 80/19.5L-24, GY	379-2161
AIR CONDITIONER, T4F	542-7810
COUNTERWEIGHT, 1015 LBS	337-9696
HYDRAULICS, GP, 6FCN/8BNK, ST	542-7772
COUPLER, PIN LOCK, BL F	544-1901
SEAT, DELUXE FABRIC	611-0339
GUARD, STABILIZER	353-1389
STANDARD RADIO (12V)	540-2298
DISPLAY, SECURITY, ENABLED	573-0397
STABILIZER PADS, FLIP-OVER	9R-6007
CUTTING EDGE, TWO PIECE,WIDE	9R-5320
FAN	387-6682
BATTERY, HEAVY DUTY	516-5913
PLATE GROUP - BOOM WEAR	423-7607
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
LOADER BUCKET PINS	545-8548
PACK, DOMESTIC TRUCK	0P-0210
AUTO-UP STABILIZERS	567-5090
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
BELT, SEAT, 2" SUSPENSION	206-1747
PRODUCT LINK, CELLULAR, PLE643	560-6797
DISPLAY, STANDARD	545-5047
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
LANE 3 ORDER	0P-9003
STICK, STANDARD, 14FT	543-4283
420 LANE 3 ZCON	626-9390
BUCKET - H8T4883RB	247-1950
24IN HD QC BUCKET	
RIDE CONTROL KIT	

## STANDARD EQUIPMENT

---

### BOOMS, STICKS, AND LINKAGES

#### BACKHOE

- 14'4" Center pivot backhoe  
4.3 Meters
- Boom and swing transport locks
- Pilot operated backhoe and electro hydraulic stabilizer controls
- Street type stabilizer shoes
- Anti-drift hydraulics (boom, stick, and E-stick)
- Cat Cushion Swing(tm) system

### POWERTRAIN

- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock
- Differential lock

### HYDRAULICS

- Pilot hoe and mechanical loader controls
- Load sensing, variable flow system with 43 gpm (162 L/min) axial piston pump
- 6 micron hydraulic filter

### ELECTRICAL

- 12 volt electrical start
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights

### OPERATOR ENVIRONMENT

- Interior rearview mirror
- ROPS canopy, Rear Fenders
- 2-inch (50mm) retractable seat belt
- Tilt steering column

#### LOADER

- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single lever control
- Return-to-dig  
(automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

- Torque converter
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for  
Fuel  
Engine oil  
Transmission oil
- Outboard Planetary Rear Axles
- Diesel particulate filter
- Hydrostatic power steering

- Caterpillar XT-3 hose
- Hydraulic oil cooler
- Pilot control shutoff switch
- Flow-sharing hydraulic valves
- Hydraulic suction strainer

- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)
- Diagnostic ports for engine and machine Electronic Control Modules

- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap
- Lockable storage area

- Steering knob
- Hand and foot throttle

- Air suspension seat

**FLUIDS**

- Antifreeze - Extended Life Coolant

-20F (-30C)

**OTHER STANDARD EQUIPMENT**

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with 42.3 gal (160L) capacity & 5 gal (19L) diesel exhaust fluid
- Rubber impact strips on radiator

- guard
- CD-ROM Parts Manual
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection

CAT® BACKHOE LOADER

## MORE OF WHAT YOU ASKED FOR

**415**

**416**

**420**

**430**



YOU SPOKE, WE LISTENED

---

**More Comfort – More Performance – More Versatility**  
CAT® BACKHOE LOADERS BUILT WITH CUSTOMERS INPUT.

**OPERATOR EXPERIENCE**

- NEW Operator Display Improves User Interface
- Effortlessly Shift Gears with the Powershift Transmission
- SAHRI Parking Brake provides Peace of Mind
- Proportional Thumb Rollers on the Joysticks Improve Aux Hydraulic Control.

Building Construction Products  
 cat.com/en-us/na  
 Caterpillar: Confidential Green

UP TO **10%\*** MORE PERFORMANCE

- NEW Cat® C3.6 provides 10%+ more Fuel Efficiency
- Up to 15% more Boom Lift Performance (420)
- Standard 4wd gets you out of any Sticky Situation

**IMPROVED MACHINE UTILIZATION**

- IT Loader Coupler
- Change Attachments for various applications with a touch of a Button
    - > Pallet Forks
    - > Material Handling Arms
    - > Snow Pushes





**Meeting Date:** December 12, 2024 **Agenda Type:** Consent Items for Action

**From:** Kenneth Allen **Reviewed by:** Shawn Schorn  
Fleet & Facilities Manager Director of Business Planning

**Submitted by:** Mark Steelman **Approved by:** Ryan Kelso  
Chief Operations Officer Chief Executive Officer

**RECOMMENDED ACTION:** Authorize the CEO or His Designee to Negotiate and Execute a Cooperative Agreement with Navistar, Inc. dba International Trucks for the Purchase of Three (3) Dump Trucks and Three (3) Service Trucks

**BACKGROUND**

New Braunfels Utilities (“NBU”) identified the need to purchase three (3) dump trucks and Three (3) service trucks to modernize existing service crews and equip new ones.

As a result, NBU has selected to purchase the equipment from Navistar, Inc. dba International Trucks through the Sourcwell contract number 060920\_NVS (the “Contract”). NBU’s use of the Sourcwell contract satisfies the competitive bidding requirements under Texas law.

NBU staff requests that the Board of Trustees approve the Contract with Navistar, Inc. dba International Trucks. for the dump truck equipment. Due to current market conditions and long lead times, vehicles are highly susceptible to price increases during delivery. Should the final price of the approved vehicles increase upon delivery, this price increase will be reported back to the Board at the next available meeting. Under no circumstances will NBU accept delivery of a vehicle with a price increase in excess of 10%, or which causes the Fleet and Facilities department to exceed the approved Fiscal Year 2025 Capital Equipment Budget

This item is being presented to the Board because the total amount of the contract exceeds \$250,000.

**FINANCIAL IMPACT**

The total financial impact of the Contract for the equipment is \$813,664.71. The purchase of the equipment is budgeted in the fiscal year 2025 Capital Equipment Budget.

**LINK TO STRATEGIC PLAN**

Infrastructure and Technology



**EXHIBITS**

---

1. Sourcewell contract number 060920-NVS.



## Solicitation Number: RFP #060920

### CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Navistar, Inc. dba International Truck, 2701 Navistar Drive, Lisle, IL 60532 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

#### 1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

#### 2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount of \$1,500 multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.



Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

#### **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

#### **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

## 13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

## 15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

*4. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs



operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

### **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 C.F.R. § 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. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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 certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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 neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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. Vendors must 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this 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.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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.

**24. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell  
DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO  
Date: 7/30/2020 | 10:48 PM CDT

Navistar, Inc. dba International Truck  
DocuSigned by:  
By: Martin White  
7DDC1A007F87474...  
Martin White  
Title: Director Vocational Sales  
Date: 8/5/2020 | 2:13 PM CDT

Approved:  
DocuSigned by:  
By: Chad Coquette  
7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 8/5/2020 | 2:18 PM CDT

# RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

---

## Vendor Details

Company Name: Navistar, Inc  
Address: 2701 Navistar Drive  
Lisle, Illinois 60532  
Contact: Martin White  
Email: Martin.White@Navistar.com  
Phone: 312-339-2249  
Fax: 331-332-2370  
HST#: 36-1264810

## Submission Details

Created On: Tuesday April 21, 2020 10:24:33  
Submitted On: Tuesday June 09, 2020 14:41:32  
Submitted By: Martin White  
Email: Martin.White@Navistar.com  
Transaction #: 8493bc2e-ffb5-412b-bfdc-d088a8afc44d  
Submitter's IP Address: 174.221.160.243

---

**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Navistar, Inc. d/b/a International Truck
2	Proposer Address:	2701 Navistar Drive Lisle, IL. 60532
3	Proposer website address:	<a href="https://www.internationaldelivers.com">https://www.internationaldelivers.com</a>
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Martin White Director, Vocational Sales martin.white@navistar.com 331-332-2370 Office 312-339-2249 Cell
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Martin White Director, Vocational Sales 2701 Navistar Drive Lisle, IL. 60532 martin.white@navistar.com 331-332-2370 Office 312-339-2249 Cell
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bob Mann Vice President & Assistant General Manager Vocational Business 2701 Navistar Drive Lisle, IL. 60532 bob.l.mann@navistar.com 331-332-2070 Office 815-631-3220 Cell

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
-----------	----------	------------

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Navistar traces its roots to Cyrus McCormick and his invention of the mechanical reaper in 1831. The company expanded with the growth of the farm equipment industry throughout the 19th century and relocated to Chicago. After the turn of the century after merging and purchasing other farm equipment manufacturers, the company renamed itself as the International Harvester Company. During the 20th century, International branded trucks hit the market and continued to grow into larger trucks and school buses. In 1985 the company sold the farm equipment business and chose Navistar as the new corporate name and continued to invest in the truck, bus and engine businesses.</p> <p>Today the company builds International trucks and IC Bus products that are sold around the globe and also owns MWM in Brazil and 35% of Navistar Defense. International has the largest dealer network in North America (714 locations across US/Canada) and has a leading position in the government sector. We recently expanded our service network by partnering with Love's Truck Stops (350 additional locations) to even further expand our service capabilities in pursuit of better supporting our customers. International has also opened a new parts distribution center in Memphis to provide even faster shipment of parts. In addition, International offers a proprietary wireless service called On Command Connection (OCC) that takes all the engine and chassis signals off of a truck and puts them into an easy to use app that allows customers to see their fleet health reports and any upcoming service issues. There are over 640,000 vehicles on OCC and they are made up of all makes of trucks, not just International.</p> <p>Looking to the future, International introduced fully electric school bus and medium duty trucks at trade shows last year. Navistar has a corporate relationship with TRATON, the truck and bus division of Volkswagen AG, which gives International access to EV technology that has global scale and will make us a very competitive player in the commercial EV market.</p> <p>The International dealer network has sold more than 1,350 trucks to 377 Sourcewell Members off of the contract we currently hold and we look forward to serving even more members in the future.</p> <p>Our Investor Relations has a more detailed History at this link <a href="https://www.navistar.com/whoweare/heritage">https://www.navistar.com/whoweare/heritage</a></p> <p>Additional website links:  e-Mobility Medium Truck Video: <a href="https://youtu.be/oa654aDi8eE">https://youtu.be/oa654aDi8eE</a>  e-Mobility School Bus Video: <a href="https://youtu.be/TkO8GPvGM2k">https://youtu.be/TkO8GPvGM2k</a>  On Command Connect Video: <a href="https://youtu.be/1bxxUsJw">https://youtu.be/1bxxUsJw</a>  International 360 Video: <a href="https://youtu.be/NFfM6z33WqI">https://youtu.be/NFfM6z33WqI</a></p>	Item 18.
8	What are your company's expectations in the event of an award?	<p>As a current Awarded Sourcewell Contract holder, Navistar will continue to grow Sourcewell business and serve more Sourcewell Members. Navistar has experienced year over growth year with our current award. We talk about Sourcewell at all dealer meetings and our leadership tracking our progress and asking what resources we need to be successful. Adding more Members to Sourcewell is another objective, along with doubling our sales. We have added a parts program to this RFP using the International "Fleet Charge" Program. Education, Communication, Promotion and Collaboration are our key ingredients in making this award successful.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Key points on our financial strength include the following:  * \$1.5B of cash at the end of our 2nd quarter April 30.  * 7 consecutive years of improvement to Adjusted EBITDA  * Significant decrease in warranty expense / spend recognizing the best in class quality of our products  * Decreases in our used truck inventory reflecting improvements in our products and increasing market share</p> <p>In the attachments there is a power point document that speaks to Navistar Financial Accomplishments.</p> <p>Also attached in this section is Navistar's FY19 10-K Annual Report as well as FY20's quarterly 10-Q reports for our 1st and 2nd quarters.</p> <p>Navistar Investor Relations Website: <a href="https://ir.navistar.com/financials/annual-reports/default.aspx">https://ir.navistar.com/financials/annual-reports/default.aspx</a></p>	*
10	What is your US market share for the solutions that you are proposing?	International Market Share for class 6-8 trucks in Government Segment for the U.S. is 28% (Feb 2020 data)	*
11	What is your Canadian market share for the solutions that you are proposing?	International Market Share for class 6-8 trucks in Government Segment for Canada is 38% (Mar 2020 data)	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Navistar has never filed or petitioned for bankruptcy protection in our 100+ year history.	*



13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Navistar is a Truck and Bus manufacture, that sells our products to Sourcewell Members through our Dealer Network in the U.S. and Canada.</p> <p>International dealers are independently owned, and their ability to serve as an International Dealer is tied to a Sales and Service Agreement we hold with them. That agreement requires the dealer to meet standards that we have set for them and that they have agreed to. The Sales Reps that are at the dealership are employees of that dealership and will have proper licenses (if required) to sell the vehicles to Sourcewell Members.</p> <p>International has Vocational Sales Managers assigned to the Government Customers that work with the dealers to grow our government business and serve the Sourcewell Membership.</p> <p>International has a Sourcewell Website that we use with our current Sourcewell Contract. It also has the dealer locator included with it:  <a href="https://internationaltrucks.com/sourcewell">https://internationaltrucks.com/sourcewell</a></p>	<p>Item 18.</p> <p>*</p>
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>States and Local Governments may require Sales Reps to have a License. Navistar requires the International Dealer to meet those requirements in order to sell trucks in their defined territory. International provides Government Training Annually in person at each region.</p>	<p>*</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>We have no knowledge of Navistar being subject to "Suspension and Debarment" in the past 10 years.</p>	<p>*</p>

**Table 3: Industry Recognition & Marketplace Success**

Item 18.

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Navistar's Parts Distribution Centers Top the Industry's best 3 years running (Carlisle and Company Performing Warehouse Award)</p> <p>Oscar Horton, Dealer Principal at Sun State International Tampa, FL was named American Truck Dealer of the Year 2020 for all makes and brands of trucks sold in North America.</p> <p>ISO 14001  Escobedo, Nuevo Leon, Mexico truck assembly plant  Huntsville, Ala. engine plant  Jesús María, Cordoba, Argentina engine plant  Melrose Park, Ill. engine plant and engineering center  Santo Amaro, São Paulo, Brazil engine plant  Springfield, Ohio truck assembly plant  Tulsa, Okla. bus plant</p> <p>ISO 9001:2015 Certification  Certified Sites: Multi-Site Certificate #FM72225  Lisle, IL – Navistar, Inc. World HQ including Corporate Support and Product Engineering  Melrose Park, IL – Navistar, Inc. IPD/Engineering  New Carlisle, IN – Navistar Proving Grounds  Escobedo, Mexico – Navistar, Inc. Escobedo Assembly Plant  Springfield, OH – Navistar, Inc. Springfield Assembly Plant  Huntsville, AL – Navistar Big Bore Diesel Plant  Lisle, IL - Navistar Defense, LLC (Headquarters)  Madison Height, MI – Navistar Defense, LLC (Engineering and Technical Center)  West Point, MS – Navistar Defense, LLC (West Point Assembly Plant)</p> <p>Navistar Achieved US Dept. of Energy Better Buildings Award in 2019</p> <p>In 2019 for the ninth consecutive year Navistar Mexico being recognized as a Socially Responsible company for corporate ethics and community minded activities at the Escobedo assembly plant.</p> <p>Navistar Sustainability Report is in attachments.</p>
17	What percentage of your sales are to the governmental sector in the past three years	The Government Sector makes up 50% of the International Branded Vocational Business and 7% of the total truck and bus business at Navistar annually, (2019) *
18	What percentage of your sales are to the education sector in the past three years	The Education Sector is 98% of the IC Branded Bus Business and 15% of the total truck and bus business at Navistar annually. (2019) *
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Navistar holds contracts with the following Cooperative Agreements:  Sourcewell Class 4-8 Trucks 540  Onondaga County (NY) 76</p> <p>The International Dealers hold the following larger Contracts  Greater Boston Police Council 29  Florida Sheriff's 93  NC Sheriff's 19  Buy Board 73  HGAG 19  Cooperative Education Services NM 55  Education Services Comm. of NJ 125</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Navistar currently holds a GSA Contract for Trucks Class 6-8 trucks that averages 350-400 annually. The GSA Bus Contract is held by our dealer in the D.C. Metro Area (K. Neal) and it averages 60 units annually. *

**Table 4: References/Testimonials**

Item 18.

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of West Des Moines, Iowa	Rian Rasmussen	515-222-3480	*
State of Missouri	Jason Kolks	573-522-1620	*
City of Racine, Wisconsin	Nick Becker	252-620-5634	*
Dane County Wisconsin	Bert Schwab	608-576-2730	

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
U.S. Government	Government	Virginia - VA	Vocational Tractors	1597	\$175,000,000	*
Sourcewell	Government	Minnesota - MN	All models of Trucks and Tractors	1350	\$136,700,000	*
GSA	Government	Virginia - VA	All models of Trucks and Tractors	1078	\$133,121,085	*
New York State Contracts	Government	New York - NY	Vocational Plow Trucks and Medium Duty Patrol Trucks	987	\$155,397,037	*
Illinois DOT	Government	Illinois - IL	Vocational Plow Trucks and Specialized Vehicles	738	\$80,152,793	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	International Trucks are sold through the International Dealer Network. There are 714 dealer locations in the U.S and Canada (978 Service locations) and more than 1500 sales reps at those dealerships.  Below is a link to find local International Dealership. <a href="https://www.internationaltrucks.com/dealer-locator">https://www.internationaltrucks.com/dealer-locator</a>	*
24	Dealer network or other distribution methods.	For the Sourcewell Contract, all units will be sold through the International Dealer Network. Every Sales Person at every dealership has the ability to sell and serve the Sourcewell Membership.	*
25	Service force.	Navistar can best serve the Sourcewell Members through the largest dealer network in North America (International Brand) with 714 stand alone locations of which 628 are Warranty locations. * 6,239 service bays * 6,069 technicians  In addition to the International Dealer Network, Loves Travel Centers have 350 locations set up to do repairs and Warranty that takes less than 3 hours to complete. Love's has: * 875 service bays * 1,150 technicians.  In attachments are a summary sheet also highlighting body shop capabilities.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>1. Diamond Edge is a Performance Program for the International Dealer Service operations that impact a Dealerships overall OEM evaluation/performance score.</p> <p>a. In our ongoing effort to drive uptime and unmatched service to our customers, International Truck, IC Bus and our dealer network worked together to introduce Diamond Edge Certification. When servicing a vehicle at an International Truck or IC Bus Diamond Edge Certified Dealership, customers experience faster service, immediate parts availability and a higher level of servicing expertise.</p> <p>b. Technician Education and Certification.</p> <p>c. Vehicle Write up in 15 minutes.</p> <p>d. Vehicle diagnosed and communicated back to customer within 2 hours.</p> <p>e. Predictive parts stocking logic to ensure Parts are on the Shelf for unplanned service events.</p> <p>f. Velocity metrics to ensure repairs to be completed within 24-48 hours of arrival at the dealership.</p> <p>2. Prestige Standards Dealership and network standards impact capabilities. These capabilities ensure the dealer network is up to a consistent standard and representations for: Facilities, Parts, Service, Marketing and Used Truck. These expectations are developed and monitored within our Dealer Operations, driving a grading that roles into the Dealer(s) overall OEM evaluations/performance score.</p> <p>Navistar can best serve the Sourcewell Members through the largest dealer network in North America.</p> <p>Navistar tracks the Repair Velocity at the International Dealerships. For all repairs 76.3% of the repairs are completed in 24 hours.</p> <p>A26 engine repairs, have an 83.2% completion rate within 24 hours. (from time unit arrives until it gets in a bay and worked on by a technician).</p> <p>Navistar is pleased to offer an Exclusive Incentive for Sourcewell Membership. Each International Truck Purchased off of this Sourcewell Contract will get:</p> <ul style="list-style-type: none"> <li>* \$200 per unit credited to the "Fleet Charge" Parts and Service Card. No Cap</li> <li>* Units sold with the A26 engine will get an additional \$200 credit for a total of \$400 per unit. No Cap</li> <li>* There is no limit of the dollars earned.</li> <li>* Members will need to be enrolled in the "Fleet Charge" Program to make sure all purchases are tracked and recorded as well as reciving the proper Fleet Pricing.</li> <li>* If a member already has Fleet Charge or qualifies for additional incentives, those will be added to Fleet Charge Card. Program in appendix describes the program and the discounts. Program is in attachments for this section.</li> </ul>	Item 18.
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	International has the broadest Product offering and the largest dealer network to serve customers in the United States including Alaska, Puerto Rico and Hawaii.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	International has the broadest Product offering and the largest dealer network to serve customers in the Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	U.S. Territories in the Pacific and U.S. Virgin Islands	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will serve all	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions	*

**Table 7: Marketing Plan**

Item 18.

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<ol style="list-style-type: none"> <li>1. Press Splash when Contract is renewed with trip to Staples</li> <li>2. Put Award information in Social Media, Dealer and Customer Communications plus messaging to TEM's that are in the Diamond Partner Program</li> <li>3. Joint Marketing Effort with NCL Muni Finance that uses Linked in plus You Tube Videos.</li> <li>4. Utilize Sourcewell Banners and Materials at Trade Shows and regional Events</li> <li>5. Include Andy Campbell in meetings with dealers, sales teams and members</li> <li>6. Utilize Sourcewell Materials, Contract Award Materials, and NCL Materials on the Sales and Marketing Resource Center with the Dealer Reps</li> <li>7. Provide Dealers with updated Sourcewell Membership List</li> <li>8. Use Parts Program as opportunity to sign up members to Sourcewell</li> <li>9. Co-op funds for dealers to hold Sourcewell Events</li> <li>10. Participation in local events set up by Sourcewell</li> </ol>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>International has a Sourcewell Website <a href="https://www.internationaltrucks.com/sourcewell">https://www.internationaltrucks.com/sourcewell</a> that we use to support our social media efforts and paid search sitelinks. We have had several postings over the last 2 years targeting Government and non-profit agencies back to this page.</p> <p>We use blended customer database to identify and conduct outreach campaigns to Local/State/Government accounts through multi-channel campaigns that include eCRM/Email, Outbound Telemarketing, Direct Mail, etc... We adhere to CAN-SPAM regulations and related requirements for Outbound and Direct mail campaigns.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We rely on Karen Otremba at Sourcewell to keep us updated on new members. We also utilize and promote Sourcewell at events around the U.S. and Canada. We include Andy Campbell in planning, meetings and training events. With the addition of the parts program, we will be expanding our education as well as dealer communication. On our current contract we have always had quick responses and great interaction over questions between Sourcewell, the members and our dealers.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	International offers parts through e-procurement, but does not currently offer a Truck e-Procurement System. Sourcewell Member should be able to work out with selling dealer as many vehicles sold are done using e-Procurement. International Dealer have been operating during current COVID-19 situation, much of it has been done electronically. Sourcewell Program has been a great help in this area.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Every International Truck sold to Sourcewell Membership, comes with the International "Silver Package". The "Silver Package" provides member with 2 years of online parts and service information, including all service bulletins and iKnow technical help as well as health history information. This is a \$1500 value at no-charge. Service Training is not standard or included with the product. Training can be done on-line, some is fee based and some may be available through the local dealer's University Website Portal. Training done in person, or at a Navistar Training Center does have fees involved. These fees would be the same fees a dealer would pay. Between the selling dealer and equipment provider, product operation training should be done at time of delivery. All Parts bought through Navistar carry a 12 month warranty on the part. If that part is purchased and installed by an authorized Navistar Service Provider, the labor would also be included.</p> <p>International 360 was recently launched last fall, it provides revolutionary service communications and fleet tools that put all service information together in one site. Here is the link for International 360, <a href="https://www.internationaltrucks.com/360">https://www.internationaltrucks.com/360</a></p>
37	Describe any technological advances that your proposed products or services offer.	<p>Safety continues to be at the forefront of most spec discussions. International Trucks is the only OEM that currently meets the SAE J2422 Cab Crush Guidelines on Class 6-8 products. Driver Safety is that important to us at Navistar.</p> <p>Electronic Stability Control and Collision Mitigation continue to grow in our product offering. These features are not just for on highway trucks, they are becoming popular with vocational trucks as well.</p> <p>Roll-Tek Seats are available and have been selected been selling in Plow Application.</p> <p>Diamond Logic Electrical System was updated to 500K with new MV, HV, RH, LT (Electrical Safety Options). The Diamond Logic Electrical System provides many orderable safety features as well as providing the TEM's with easy electrical hook up that does not require taking apart the factory electrical system. Some of the most popular Diamond Logic Features are:</p>

- \* DOT lighting walk around
- \* Auto Neutral
- \* Park Brake Alarms
- \* Seat Belt On
- \* Work Light Off Controls
- \* Headlights on with Wipers
- \* Radio Off in Reverse
- \* PTO Control that prevents the PTO from being re-engaged

Diamond Logic You Tube Video is; <https://www.youtu.be/7SQUnh2VIM>

The MV, HV, RH and LT Models got updated chassis configurations along with new Doors, Cab configuration, Driver Amenities and Mirrors to maximize driver comfort, visibility and productivity. Stalk Shifter and redesigned gauge cluster keeps drivers eyes on the road versus looking around the cabin. We are the only manufacture that offers set forward axle in all engine configurations with integral front frame extensions for optimal plow set up.

International offers the Cummins B-6.7 and L-9 with Front Engine PTO capability along with the X-15 for the most demanding Horsepower and Torque requirements. The Cummins single can aftertreatment system is used on the Cummins Product as well as the International A26.

Corrosion Features are very important to Sourcewell Members in U.S and Canada. Below is a partial list of the corrosion features available on the International HV series:

- \* Stainless Oil Pans (B-6.7, L-9, A26)
- \* Galvanized Frame Rail Option
- \* Remote Power Modules in the cab
- \* Allison Transmission Control Module in the Cab
- \* Stainless Bolts for Allison Transmission Pan
- \* Stainless Cooler Lines
- \* Strongest 1/2" single Frame Rail in the industry 3.35 Million RBM of HV and 3.5 Million RBM on the HX
- \* E-Coat Cab
- \* Galvanneal Treated Cab on MV, HV, RH, LT and Lonestar.

Large 3 person cab with optional extended cabs as well as full crew cabs on MV and HV Products.

The International A26 is available in the HV, RH, LT and HX models up to 500hp, with both Front Engine PTO as well as Rear Engine PTO Capabilities.

The International HX goes up to 630hp with the X-15

The newest member of the International product line is the CV which has a traditional truck frame including optional integral front frame extensions, The CV has stretched the GVW boundaries of the class 4-5 market into class 6 with 22,500# gvww on 4x4's and 23,500# on the 4x2's and has a powerful 6.6L engine with multiple Allison Transmissions.

Below are the links to specific products that can be very helpful:

Engines that Power International Trucks:

<https://www.internationaltrucks.com/engines>

Model Specific Links:

<https://www.internationaltrucks.com/cv-series>

<https://www.internationaltrucks.com/mv-series>

<https://www.internationaltrucks.com/hv-series>

<https://www.internationaltrucks.com/hx-series>

<https://www.internationaltrucks.com/rh-series>

<https://www.internationaltrucks.com/lt-series>

<https://www.internationaltrucks.com/lonestar>

You Tube:

New International Line Up:

<https://youtu.be/1X-XZZRUv3M>



38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Included in the appendix is the 2018 Navistar Sustainability Report. <a href="https://www.navistar.com/StaticFiles/whoweare/Navistar_Sustainability_Report_2018.pdf">https://www.navistar.com/StaticFiles/whoweare/Navistar_Sustainability_Report_2018.pdf</a>. It touches on the following:</p> <ul style="list-style-type: none"> <li>Products</li> <li>Operations</li> <li>Communities</li> <li>Charts on Progress</li> <li>GRI Content Index</li> </ul> <p>Highlights would be:</p> <ul style="list-style-type: none"> <li>Fuel Efficiency Package with A26 Engine and LT Tractors</li> <li>Working with TRATON group to bring advanced powertrains to market including electric truck and electric school bus (press release also in appendix)</li> <li>Being awarded the Department of Energy "Better Plants Program" for reducing a 25% reduction in energy consumption since 2010. In addition, Navistar leadership challenges operations to reduce electric consumption by 4% annually at all facilities, which has required some large investments in both interior and exterior lighting at our facilities.</li> <li>Reducing both hazardous and non-hazardous waste is another key area for our manufacturing operations. today more than 56% of our waste is recyclable.</li> <li>Navistar is one of 4 teams leading the Department of Energy Super Truck initiative. 90% of our vehicles content is recyclable.</li> <li>In the Parts Distribution Centers have reduced packaging materials by using returnable containers to ship parts.</li> <li>A dedicated deliver system from The Parts Distribution Centers utilizes prescribed routes to reach multiple dealerships eliminating double handling of parts as well as achieving earlier deliveries.</li> <li>Energy Consumption, Green House Gas Emissions, Incident Frequency Rate, Water Withdrawal, Hazardous Waste generation and Non Hazardous Waste Generation are tracked and charted in this document.</li> </ul>	Item 18.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Navistar does not have any third part eco-labels	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Navistar is a publicly Traded Company.</p> <p>We are committed to diversity, both internally within our workforce and externally within our supply base. We instituted our Supplier Diversity Program to bring awareness and emphasis to our practices, and to provide a competitive edge with our customers. Thirty years later, we continue to grow our commitment and purchases from our diversity business partners. We embrace diversity as a way of business. In this spirit, our Supplier Diversity Program is designed to develop and foster strategic supplier relationships with companies owned by minorities, women and veterans, as well as small business enterprises. Our vision is to develop a strong foundation of highly qualified suppliers that can provide us with exceptional products and services. At Navistar, diversity is not only the right thing to do, it is the prudent thing to do. Our focus on diversity will continue to be an integral component of our business strategy.</p> <p>Navistar's Diversity Spend:          * \$927,000,000 for 2019          * \$277,000,000 through 3/31/20</p> <p>WHO QUALIFIES FOR NAVISTAR'S SUPPLIER DIVERSITY PROGRAM</p> <p><b>Small Business</b>          A small business refers to a U.S. for-profit business that meets the U.S. Small Business Administration's established numerical definitions of small business or size standards. For more information visit: <a href="http://www.sba.gov/content/am-i-small-business-concern">//www.sba.gov/content/am-i-small-business-concern</a>.<b>Minority-Owned Business</b></p> <p>A minority-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by a minority group. Minority group members are United States citizens who are Asian, Black, Hispanic, or Native American.<b>Woman-Owned Business</b></p> <p>A woman-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by a woman.  <b>Veteran-Owned Business</b>          A veteran-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by veterans. A veteran is a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps or Coast Guard, who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred</p>	*



or aggravated in the line of duty or while in training status also qualify as a veteran. Service-Disabled Veteran Owned Business

A service-disabled veteran-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by service-disabled veterans; or in the case of a veteran with a permanent and severe disability, a spouse or permanent caregiver of such veteran; and some businesses may be owned and operated by an eligible surviving spouse. A service-disabled veteran is a veteran who possesses either a disability rating letter issued by the Department of Veterans Affairs, establishing a service-connected rating between 0 and 100 percent, or a disability determination from the Department of Defense. Reservists or members of the National Guard disabled from a disease or injury incurred or aggravated in the line of duty or while in training status also qualify. 8(a) Certified Business An 8(a) certified business refers to a business that participates in the 8(a) business development program, which is a program that offers a broad scope of assistance to socially and economically disadvantaged firms. For more information

visit: [//www.sba.gov/content/8a-business-development-0](http://www.sba.gov/content/8a-business-development-0). Small Disadvantaged Business

A small disadvantaged business refers to a small business that is at least 51 percent owned, controlled, and operated on a daily basis by one or more disadvantaged persons. A disadvantaged person includes Black, Hispanic, Native, Asian Pacific, and Subcontinent Asian Americans. For more information visit: [//www.sba.gov/content/disadvantaged-businesses](http://www.sba.gov/content/disadvantaged-businesses). HUBZone Certified Business

A HUBZone certified business refers to a small business that is located in HUBZone (Historically Underutilized Business Zone), is owned and controlled by one or more United States Citizens, and at least 35% of its employees reside in a HUBZone. For more information visit: [//www.sba.gov/content/understanding-hubzone-program](http://www.sba.gov/content/understanding-hubzone-program). AbilityOne Qualified Nonprofit Agency

An AbilityOne qualified nonprofit agency refers to a nonprofit agency that participates in the AbilityOne Program. To participate in the AbilityOne Program, nonprofit agencies must associate with either NIB (National Industries for the Blind) or NISH. The AbilityOne Program is a federal initiative to help people who are blind or have other significant disabilities find employment. For more information visit: [//www.abilityone.gov](http://www.abilityone.gov).

#### CERTIFYING ORGANIZATIONS

National Minority Supplier Development Council (NMSDC) Regional Affiliates  
1359 Broadway Suite 1000  
New York, NY 10018

Tel: 212-944-2430

Small Business Administration's 8(a) and Small Disadvantaged Business Programs  
409 3rd St., SW  
Washington, D.C. 20416

Tel: 800-827-5722

Women's Business Enterprises National Council (WBENC)  
1120 Connecticut Ave., NW, Suite 950  
Washington, D.C. 20036

Tel: 202-872-5515

Fax: 202-872-5505

Chicago Minority Supplier Development Council (CMSDC)  
216 W. Jackson Blvd., Suite 600  
Chicago, IL 60606

Tel: 312-755-8880

Fax: 312-755-8890

Canadian Aboriginal and Minority Supplier Council  
282 Richmond St. East, #101  
Toronto, Ontario M5A 1P4

Tel: 905-479-1114

Women's Business Business Development Council (WBDC)  
8 South Michigan Ave., 4th Floor  
Chicago, IL 60603

Tel: 312-853-3477

Fax: 312-853-0145

#### SECOND-TIER PROGRAM

At Navistar, we believe that in order to remain competitive and profitable in the 21st century, we must engage in business activities with diverse suppliers, and that is imperative for both us and our suppliers to support diverse business development. Navistar's prime suppliers are expected to support us by making every effort to provide contract opportunities to diverse suppliers. As a result of our strong support of diverse and small business development, we have implemented a Second Tier Reporting System, which requires all prime suppliers with the contracts of \$650,000 or more to report their diversity spend quarterly directly into our database. This is considered our Second Tier Spend. To begin reporting Second-Tier Spend, please complete Navistar's Supplier Diversity Registration.

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>The Largest Dealer Network in North America to sell and service the products used in the communities they serve.</p> <p>Strong Market share in Government Sector</p> <p>Sourcewell Knowledgeable Sales Professionals at the dealerships to serve the members</p> <p>Ability to provide Turn-Key Solutions</p> <p>A proven track record of growth with Sourcewell</p> <p>An award Winning Parts Distribution System as Members keep units in service far longer than commercial applications do.</p> <p>A completely Updated Product Offering with Specific Vocationally Focused Products to serve the Government Sector.</p> <p>Free On-Line Parts and Service Program</p> <p>Both Cummins and International Engines</p> <p>Joint Marketing and Sourcewell Promotion through NCL Muni Financing</p> <p>Parts Program Tailored to Sourcewell</p>	Item 18. *
----	--	--	---------------

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	<p>International provides the following (Base Warranties will be included in supporting materials as they vary by model and powertrain)</p> <ol style="list-style-type: none"> <li>1. Warranty coverage is determined by a time and mileage limitation based on the sale date.</li> <li>2. Coverage may vary between Base Vehicle and Base Engine Warranty Coverage and documented in the vehicle warranty coverage document.</li> <li>3. Base warranty coverages have some components and/or defect modes which hold different coverage terms but are called out on warranty coverage document.</li> <li>4. Any International Truck Dealership can perform warranty coverage repairs and file directly with Navistar.</li> <li>5. If a customer qualifies and is approved to be a fleet level customer, they are allowed to file their own warranty claims. This can be done via Navistar Warranty Submission System.</li> <li>6. Some suppliers such as: Cummins Engine, Allison Transmission, and other large Component Suppliers are required to return to their local distributors for warranty repairs.</li> <li>7. Some suppliers require prior approvals to perform repairs even when performed by a Navistar Dealer.</li> <li>8. If the repair is covered under warranty, the parts and labor are covered.</li> <li>9. Over the Counter purchase of a part that is not installed by a Navistar Approved repair facility only receives the part expense of the warranty. If labor is also purchased with the part at a Navistar Approved service facility, then the Labor would also be included.</li> <li>10. Parts returns are determined by Supplier agreements and needs, these parts are required to be returned under warranty. Requested parts back which are not returned are subject to a claim chargeback. Always hold on to the failed part until notified otherwise.</li> </ol>	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<ol style="list-style-type: none"> <li>1. The warranty coverage document also covers restrictions of coverage, competitive with the rest of the industry restrictions/limitations.</li> <li>2. External influence, damage, modifications, etc...</li> <li>3. Failure due to improper use, misapplication or abuse, could be denied</li> <li>4. Failure due to improper maintenance, storage, deterioration, etc...</li> <li>5. Supplier Direct warranty requirements i.e. Cummins/Allison, etc...</li> </ol>	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<ol style="list-style-type: none"> <li>1. On Road vehicles that are still under towing coverage, have a unit disabling failure, and covered by towing coverage can be repaired at failure site. When this is more cost effective and can be properly repaired without towing the unit back to the dealer, we will reimburse for the road call in lieu of the tow expense.</li> <li>2. This is not covered under the standard warranty period.</li> </ol>	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Since our products are on highway vehicles, our warranty repairs are done at the dealership or a service provider authorized by Navistar. Navistar prefers that Sourcewell Members use International Dealers for non-warranty repairs as well. Dealers that serve remote areas have the ability to get techs out to service those products, however the travel and labor expenses getting to and from those products is not covered under warranty.</p>	*

46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Navistar base warranty on International Trucks covers all vendors through the standard warranty offering. However, as indicated in previous response there are a few suppliers such as Cummins and Allison that require their concerns to return to their distributors for repair and warranty. Most International Dealers are certified to perform warranty work on Cummins product.</p> <p>Equipment installed at Navistar TSC Mod Centers will carry a 12 month warranty.</p> <p>For Turn Key Units, Equipment installed at the dealer, an outside mod center or a TEM/Up-fitter are not part of the Navistar Warranty, they would be covered by the party that manufactured the components/equipment and the party that installed it. The International Dealer will go through the warranty coverage in the proposal process including the installed equipment.</p> <p>We have included in the attachments the Navistar Base Warranty for vehicles offered in this proposal.</p>	Item 18. *
47	What are your proposed exchange and return programs and policies?	<p>Our vehicles will be delivered as ordered and warranted free of defects and workmanship. If a vehicle is not performing to the level expected, we will engage the appropriate Field Service Personnel including our Technical Field Service Manager to expedite a repair plan. Our expectation is not only to resolve the Sourcewell Member's concern fully, but in a timely manor.</p>	*
48	Describe any service contract options for the items included in your proposal.	<p>International provides a wide variety of service contracts that are published as well as custom contracts to cover a specific component or system to the Sourcewell Member. These Service Contracts/Warranties can be added to the spec of the truck when purchased or after the unit is built, but not delivered. Units that are in service may be eligible for extended warranty, but there are time limitations. On the A26 Engine, Navistar offers an optional 4 year / 100,000 mile / unlimited hour warranty for HV and HX models for \$999.</p>	*

**Table 10: Payment Terms and Financing Options**

Item 18.

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	For the Sourcewell Members, the International Dealer will carry the unit on their books for 30 days. Payment will take place prior to possession or upon arrival at the body company, unless Sourcewell Member makes other arrangements. If units are funded by NCL they can fund the vehicle when it arrives at the body company. For units going to a body company for that will not be funded by NCL or completed in 30 days, the selling dealer can add expense of those terms into the sale agreement.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	International dealers work with NCL muni financing for Sourcewell Members. NCL is a Sourcewell Contract holder with 20 years or Sourcewell experience and the flexibility to accommodate member needs.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>The International Dealer will make sure the entity is a Sourcewell Member. If they aren't the Dealer will help the entity get signed up for Sourcewell. Once the Sourcewell Member has worked out the specs and equipment they need on the unit, the International Dealer will price the chassis and equipment using the Sourcewell Workbook Navistar Financial Team developed for the current contract. It makes sure the member gets the chassis and additional equipment priced properly as we laid out in the contract and provides an easy to read template that lays out the cost and demonstrates the discounts. Once that is completed the dealer submits the information to the Finance Team (CSA) who provides them an authorization number. When the purchase order arrives, the selling dealer send the workbook and the purchase order so the unit can be ordered. Shortly after the order is placed, the dealer will get an order/job number and a serial number for the vehicle. (A special feature code goes on all Sourcewell orders so they can easily be tracked in the system.) within 30 days of the order going into the system, the order will get fully coded and all the major components and any engineering will get scheduled prior to build. During this process the dealer will be communicating with the member and the TEM/Up-fitter to coordinate a timely installation and delivery.</p> <p>Order to build on the chassis is 120-150 days, with 15-20 days for shipment.</p> <p>Units with bodies installed can add additional 15-120 days depending on the equipment being installed and the lead times at the body installer.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Since the products sold will go through the International dealer channel, the ability to utilize a P-Card would need to be established between the Selling dealer and the Sourcewell Member. If the dealer can accommodate, they would need to add the cost of the fees incurred to the transaction. Those fees would be spelled out by the selling dealer in the proposal documentation.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
-----------	----------	------------

<p>53</p>	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>For all models except the CV Model - International will utilize a pricing program for the International Dealers that defines a percentage of discount, off the list price of all vehicles. Total Chassis list and Options List, less percentage discount equals the selling price of the chassis. For the CV models they will get stated dollar discounts that are subtracted from the list price of the vehicle to establish the sale price. Spreadsheet in appendix along with a sample proposal for each model. Sourcewell Members can modify the specs to their needs and are not limited to the specs submitted. Navistar's Pricing for the 2020 Sourcewell RFP for Class 4-8 Trucks is based on the U.S. Dollar. For units purchased by Sourcewell Members in Canada, an exchange rate will be added to the pricing on the Sourcewell Member's proposal. Navistar uses this same process for pricing with Government Business in Canada. When the dealer submits the Sourcewell Member Information for pricing, Navistar will provide the selling dealer with the appropriate exchange rate and will lock the exchange rate in effect the day it is quoted and that exchange rate will be honored for 60 days. If the unit(s) are turnkey with bodies and equipment on them, the selling dealer will confirm and communicate any exchange related items associated with the bodies and any installed equipment on the vehicle(s) as well as the chassis. The exchange rate and order by date will be noted in the pricing summary the selling dealer provides the Sourcewell Member. In addition, Sourcewell is very important to the government sector we serve in Canada and Navistar has 2 dedicated Representatives based in Canada to serve the Canadian Sourcewell Members and International Dealer Network in Canada</p>	<p>Item 18.</p>
-----------	---	--	-----------------

54	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>On MV, HV, HX, RH, LT and Lonestar Models the List discounts are attached and are between 34.5% and 54%.</p> <p>Pricing will be locked into Summer Price Pages for a year at a time. Federally Mandated Surcharges and Emissions will be added as required.</p> <p>Sample Pricing below and in attachment</p> <table border="0"> <tr> <td>MV 607 4x2</td> <td></td> <td>34.5% off list</td> <td></td> </tr> <tr> <td>HV 507607 4x2/4x4</td> <td></td> <td>34.5% off list</td> <td></td> </tr> <tr> <td>MV 607 6x4</td> <td></td> <td>35% off list</td> <td></td> </tr> <tr> <td>HV 507/607 6x4/6x6</td> <td></td> <td>35% off list</td> <td></td> </tr> <tr> <td>HV 513/613 4x2/6x4/8x6/6x6</td> <td>49.3% off list</td> <td></td> <td></td> </tr> <tr> <td>HX Models (all)</td> <td></td> <td>51% off list</td> <td></td> </tr> <tr> <td>RH 4x2/6x4</td> <td></td> <td>54% off list</td> <td></td> </tr> <tr> <td>LT 4x2/6x4</td> <td></td> <td>54% off list</td> <td></td> </tr> <tr> <td>LoneStar</td> <td></td> <td>51% off list</td> <td></td> </tr> </table> <table border="0"> <thead> <tr> <th>Model</th> <th>MSRP</th> <th>Discount</th> <th>Transaction</th> </tr> </thead> <tbody> <tr> <td>MV</td> <td>\$115,520</td> <td>34.5%</td> <td></td> </tr> <tr> <td></td> <td>\$75,665.60</td> <td></td> <td></td> </tr> <tr> <td>HV507 4x2</td> <td>\$115,183</td> <td>34.5%</td> <td>\$75,444.87</td> </tr> <tr> <td>HV507 6x4</td> <td>\$131,405</td> <td>35%</td> <td>\$85,413.25</td> </tr> <tr> <td>HV607 4x2</td> <td>\$115,183</td> <td>34.5%</td> <td>\$75,444.87</td> </tr> <tr> <td>HV607 6x4</td> <td>\$131,405</td> <td>35%</td> <td>\$85,413.25</td> </tr> <tr> <td>HV513 4x2</td> <td>\$185,289</td> <td>49.3%</td> <td>\$93,941.52</td> </tr> <tr> <td>HV513 6x4</td> <td>\$203,705</td> <td>49.3%</td> <td>\$103,278.44</td> </tr> <tr> <td>HV613 4x2</td> <td>\$185,289</td> <td>49.3%</td> <td>\$93,941.52</td> </tr> <tr> <td>HV613 6x4</td> <td>\$203,705</td> <td>49.3%</td> <td>\$103,278.44</td> </tr> <tr> <td>HX all</td> <td>\$240,271</td> <td>51%</td> <td></td> </tr> <tr> <td></td> <td>\$117,732.79</td> <td></td> <td></td> </tr> <tr> <td>RH all</td> <td>\$212,076</td> <td>54%</td> <td>\$97,554.96</td> </tr> <tr> <td>LT all</td> <td>\$247,203</td> <td>54%</td> <td></td> </tr> <tr> <td></td> <td>\$115,713.38</td> <td></td> <td></td> </tr> </tbody> </table> <p>The CV Model, does not use the same type of pricing model and utilizes Dollar Discounts versus Percentage. The discounts on the CV are also spelled out in the attached and range from \$6000 discount up to \$9000 depending on the GVW of the unit, the cab configuration and drive type. Examples are in the summary sheet and proposal's attached document file.</p> <table border="0"> <tr> <td>Class 4</td> <td>\$6000 discount</td> </tr> <tr> <td>Class 5</td> <td>\$7500 discount</td> </tr> <tr> <td>Class 6</td> <td>\$8000 discount</td> </tr> <tr> <td>Crew Cab Incentive</td> <td>\$500 additional discount</td> </tr> <tr> <td>4x4 Incentive</td> <td>\$500 additional discount</td> </tr> </table> <p>A CV Class 6 with a Crew Cab and 4x4 would get a \$9000 discount off the MSRP.</p> <table border="0"> <thead> <tr> <th>Model</th> <th></th> <th>MSRP</th> <th>Discount</th> <th>Transaction</th> </tr> </thead> <tbody> <tr> <td>CV class 4</td> <td>4x2</td> <td>\$49,368</td> <td>\$6000</td> <td>\$43,386</td> </tr> <tr> <td>CV class 5</td> <td>4x2</td> <td>\$52,002</td> <td>\$7500</td> <td>\$44,512</td> </tr> <tr> <td>CV class 6</td> <td>4x2</td> <td>\$55,200</td> <td>\$8000</td> <td>\$47,200</td> </tr> </tbody> </table>	MV 607 4x2		34.5% off list		HV 507607 4x2/4x4		34.5% off list		MV 607 6x4		35% off list		HV 507/607 6x4/6x6		35% off list		HV 513/613 4x2/6x4/8x6/6x6	49.3% off list			HX Models (all)		51% off list		RH 4x2/6x4		54% off list		LT 4x2/6x4		54% off list		LoneStar		51% off list		Model	MSRP	Discount	Transaction	MV	\$115,520	34.5%			\$75,665.60			HV507 4x2	\$115,183	34.5%	\$75,444.87	HV507 6x4	\$131,405	35%	\$85,413.25	HV607 4x2	\$115,183	34.5%	\$75,444.87	HV607 6x4	\$131,405	35%	\$85,413.25	HV513 4x2	\$185,289	49.3%	\$93,941.52	HV513 6x4	\$203,705	49.3%	\$103,278.44	HV613 4x2	\$185,289	49.3%	\$93,941.52	HV613 6x4	\$203,705	49.3%	\$103,278.44	HX all	\$240,271	51%			\$117,732.79			RH all	\$212,076	54%	\$97,554.96	LT all	\$247,203	54%			\$115,713.38			Class 4	\$6000 discount	Class 5	\$7500 discount	Class 6	\$8000 discount	Crew Cab Incentive	\$500 additional discount	4x4 Incentive	\$500 additional discount	Model		MSRP	Discount	Transaction	CV class 4	4x2	\$49,368	\$6000	\$43,386	CV class 5	4x2	\$52,002	\$7500	\$44,512	CV class 6	4x2	\$55,200	\$8000	\$47,200
MV 607 4x2		34.5% off list																																																																																																																																		
HV 507607 4x2/4x4		34.5% off list																																																																																																																																		
MV 607 6x4		35% off list																																																																																																																																		
HV 507/607 6x4/6x6		35% off list																																																																																																																																		
HV 513/613 4x2/6x4/8x6/6x6	49.3% off list																																																																																																																																			
HX Models (all)		51% off list																																																																																																																																		
RH 4x2/6x4		54% off list																																																																																																																																		
LT 4x2/6x4		54% off list																																																																																																																																		
LoneStar		51% off list																																																																																																																																		
Model	MSRP	Discount	Transaction																																																																																																																																	
MV	\$115,520	34.5%																																																																																																																																		
	\$75,665.60																																																																																																																																			
HV507 4x2	\$115,183	34.5%	\$75,444.87																																																																																																																																	
HV507 6x4	\$131,405	35%	\$85,413.25																																																																																																																																	
HV607 4x2	\$115,183	34.5%	\$75,444.87																																																																																																																																	
HV607 6x4	\$131,405	35%	\$85,413.25																																																																																																																																	
HV513 4x2	\$185,289	49.3%	\$93,941.52																																																																																																																																	
HV513 6x4	\$203,705	49.3%	\$103,278.44																																																																																																																																	
HV613 4x2	\$185,289	49.3%	\$93,941.52																																																																																																																																	
HV613 6x4	\$203,705	49.3%	\$103,278.44																																																																																																																																	
HX all	\$240,271	51%																																																																																																																																		
	\$117,732.79																																																																																																																																			
RH all	\$212,076	54%	\$97,554.96																																																																																																																																	
LT all	\$247,203	54%																																																																																																																																		
	\$115,713.38																																																																																																																																			
Class 4	\$6000 discount																																																																																																																																			
Class 5	\$7500 discount																																																																																																																																			
Class 6	\$8000 discount																																																																																																																																			
Crew Cab Incentive	\$500 additional discount																																																																																																																																			
4x4 Incentive	\$500 additional discount																																																																																																																																			
Model		MSRP	Discount	Transaction																																																																																																																																
CV class 4	4x2	\$49,368	\$6000	\$43,386																																																																																																																																
CV class 5	4x2	\$52,002	\$7500	\$44,512																																																																																																																																
CV class 6	4x2	\$55,200	\$8000	\$47,200																																																																																																																																
55	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>We are pleased to provide the Sourcewell Members with the following Volume incentives (units purchased and delivered in 12 month period) 5+ units provides a \$1500 a unit discount, 20+ provides additional \$1500 discount or \$3000 total. (Does not have to be identical or even the same model to qualify)</p>																																																																																																																																		
56	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>	<p>International Dealers welcome "Sourced" products as a truck isn't complete without the body and equipment to do the job. The majority of our government sales are turn key and we have great relationships with the TEM's/Up-fitter. Goods Purchased outside of the chassis assembly process (including Mod Centers) can be added to the members proposal with a handling fee not to exceed 5% of the cost of those Goods and Modifications. These items and the markup is disclosed on summary sheet provided to the member with the proposal. In order to facilitate greater Sourcewell synergy, when International Dealer Sources Body and Equipment from a Sourcewell contact holding TEM equipment will be limited to a 4% Markup.</p>																																																																																																																																		

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This is not common. If there are additional cost, they would be disclosed in the pricing summary and agreed to by the Member. Some states require a state vehicle inspection, or a Federal DOT inspection. If State, or Provincial Law requires collecting license fees and/or taxes, that would not have been part of the Sourcwell Pricing Program. The Sourcwell member may decide the unit has to be delivered full of fuel or ask for expedited shipping	Item 18. *
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Within the lower 48 and Canada, there is a flat fee for freight. A freight fee is included in every vehicle and covers freight to a mod center (outside International), TEM/Up-fitter, or Dealership. When the unit is ordered, the selling dealer puts in the shipping instructions. Once units are built, they are decked and shipped with carriers contracted to Navistar. When the unit arrives at the destination, they are to be inspected and any issues are identified before the drive away driver departs.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to Port Alaska is the same as Freight as the lower 48 states and Canada. (Shipped as Tractor or a cab and chassis) first movement. If Port Alaska is not the final destination in Alaska, the additional expense would be worked out with the selling International Dealer.  Our dealer in Hawaii and the dealer in Puerto Rico handle shipping of products to their locations from either the body company or a port in the U.S.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery is traditionally done at the Dealership for Tractors, or the TEM/Up-fitter for units with a body installed. If the Member is requesting a unique delivery requirements, that would need to be discussed and properly described and included in the pricing proposal.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Navistar has offered additional incentives to Sourcwell Members for larger contracts or where there was an opportunity to take advantage of the Sourcwell offering and will continue to use as needed in future contracts.



**Table 13: Audit and Administrative Fee**

Item 18.

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Using Best Practices from our current contract, we require the dealer to put feature code 10JPA on Sourcewell Orders to make sure we track them and that they get "Silver Package" and any other Credits and Incentives they are due. To facilitate proper pricing for the Sourcewell Member, we have developed a "Sourcewell Pricing Workbook" that the dealer uses to price out the chassis and any additional equipment or warranties the member may require. It transfer's all the information to the members pricing sheet summary.</p> <p>The selling Dealer has to provide financial summary and purchase order so Navistar can ensure that the member has received the proper pricing. Dealers are aware that we will correct mistakes and they can get charged for items they did not do correctly.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Navistar is pleased to provide Sourcewell with the following rebates by model family:</p> <p>CV = \$1000  MV 607 = \$1500  HV 507/607 = \$1500  HV 513/613 = \$2000  HX 515/520/615/620 = \$2000  RH/LT/Lonestar = \$2000</p> <p>These rebates are NOT in the dealers proposal's and will be paid to Sourcewell Quarterly along with detailed summary sheet.</p> <p>For Parts purchased using Sourcewell Fleet Charge Program, Sourcewell will receive .5% (.005) of the total sales to Sourcewell Members using Fleet Charge. Navistar will pay this parts rebate quarterly.</p>

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Item 18.

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>International is offering our complete truck and tractor product line from class 4 vehicles through class 8 vehicles and will add e-Mobility products when they become available. These vehicles are set up to be used in the following applications (120+ applications, most popular are listed below)</p> <ul style="list-style-type: none"> <li>* Dry and Refrigerated Vans</li> <li>* Stake and Flat Bed</li> <li>* Emergency Fire Pumper</li> <li>* Emergency Fire Tanker</li> <li>* Emergency Wild Fire Truck</li> <li>* Emergency Ambulance</li> <li>* Emergency Command Center</li> <li>* Emergency Police Prison Transport</li> <li>* Dump, Side Dump, End Dump</li> <li>* Snow Plow, Wing Plow, Belly Plow</li> <li>* Concrete Mixer</li> <li>* Volumetric Mixer</li> <li>* Fuel Delivery</li> <li>* Waste Tank</li> <li>* Tar Spreader</li> <li>* Water Tank</li> <li>* Food Grade Tank</li> <li>* Sewer Vac, Hydro-Excavator</li> <li>* Wrecker, Fixed or Rotator</li> <li>* Roll-Back (Recovery) fromm Cars to Heavy Equipment</li> <li>* Utility Service Body</li> <li>* Utility Bucket Truck</li> <li>* Utility Digger-Derrick</li> <li>* Utility Tree Care Body</li> <li>* Utility Line-Washer</li> <li>* Utility Sign Truck</li> <li>* Material Handling plus Moffit options</li> <li>* Crane</li> <li>* Street Sweeper</li> <li>* Garbage Packer</li> <li>* Garbage Roll-Off</li> <li>* Garbage Automated Side Loader</li> <li>* Feed Truck</li> <li>* Armored Truck</li> <li>* Tractor, Sleeper or Day Cab</li> <li>* Vocational Tractor</li> <li>* Heavy Haul Tractor</li> <li>* Hauler Style Truck for 5th wheel trainers</li> <li>* Atenuater Trucks</li> </ul> <p>The International Dealer Network has Sourcewell experience and is fully capable of meeting the member needs with turn-key offering as well as financing with NCL (another Sourcewell Contract holder). These products would be sold through the International Dealer Network, which is the largest in North America. International has been serving Sourcewell Members the last 4 years and is adding a parts program to provide even more opportunities to serve the Sourcewell Membership. These are all Diesel Powered Products offering both Cummins (B-6.7, L-9 and X-15) and International 6.6L is the exclusive engine in the CV and A26 (12.4L) is available in higher GVW trucks and Tractors. The Truck Models offered include the following:</p> <ul style="list-style-type: none"> <li>* CV 4x2, 4x4 up to 23,500 GVW</li> <li>* MV 607 4x2, 6x4 up to 54,000 GVW</li> <li>* HV 507, 607, 513, 613 in 4x2, 4x4, 6x4, 6x6, 8x6 up to 80,000 GVW</li> <li>* HX 515, 520, 615, 620 in 6x4 and 8x6 up to 150,000 GVW</li> </ul> <p>International offers a Set Forward Axle in the HV and HX which are optimal for Snow Plow Applications, providing better manuverability as well as Weight Capacity in regions that enforce Federal Bridge Requirements.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>International Trucks offer a very complete and comprehensive product offering. Commercial Truck Offerings can be very complicated, and new configurations enter the market every day. We are here to serve the Sourcewell Membership, In the event a member needs a special feature or chassis configuration and you can't confirm availability please don't hesitate to ask, either the local dealer you are working with You can reach out to the local dealer or Martin White and Bob Mann, who are listed as contacts in this submission.</p>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Item 18.

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our Tractor Offering:</p> <ul style="list-style-type: none"> <li>* RH Tractor (Regional Haul A26 Power) in 4x2 and 6x4.</li> <li>* LT Series (Long Haul) in 4x2 and 6x4 with A26 and Cummins X-15 power</li> <li>* Lonestar Series Premium Tractor in 6x4 with Cummins X-15 Power</li> </ul> <p>In Vocational Trucks and Tractors we offer the Following:</p> <ul style="list-style-type: none"> <li>HV 507/607 as 4x2, 4x4, 6x4 with Cummins B-6.7 and L-9. Day Cab/Extended Cab and Crew Cab</li> <li>* HV 513/613 as a 4x2, 6x4, 6x6, 8x6 with A26 Engine and Day Cab, Extended Cab and Crew Cab.</li> <li>HX Series Premium Vocational Product in 6x4 and 8x6 with A26 and Cummins X-15 Power</li> </ul>
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>MV Series in 4x2 and 6x4 Configurations with Cummins B-6.7 or L-9 in Standard Cab, extended cab and Crew Cab configurations. This product is also available for Class 8 configurations</p>
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The CV Series goes up to 23,500# gwv in 4x2 and 22,500# in a 4x4. It has 6.6L Diesel Engine and is available as a day cab or a crew cab.</p>
69	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The CV Series It has 6.6L Diesel Engine and is available as a day cab or a crew cab.</p>
70	Class 4 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The CV Series It has 6.6L Diesel Engine and is available as a day cab or a crew cab.</p>

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Member Satisfaction Survey</p> <p>Number of new proposals created every week.</p> <p>Number of units ordered every month.</p> <p>Communicate goals and results through Regions as well as Vocational Team and key Dealer Meetings and calls.</p> <p>Campaigns to reach members within the dealerships</p> <p>Follow Up on leads generated on the International Sourcewell Website</p> <p>Training and Presentations Completed on Sourcewell Every Month</p>
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	<p>Looking to the future, International introduced fully electric school bus and medium duty trucks at trade shows last year. Navistar has a corporate relationship with TRATON, the truck and bus division of Volkswagen AG, which gives International access to EV technology that has global scale and will make us a very competitive player in the commercial EV market.</p>

<p>73</p>	<p>Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.</p>	<p>International is building the best quality products that we have seen in many years. Our investment in plant updates, lean practices and a relentless quality organization focused on Uptime, has got us to this point.</p> <p>Our 1/2" single Frame rails are the strongest in the Industry. We also have integral front frame extensions on many models and FEPTO Access which is very popular on plow trucks. Our Frames are e-coated as well as painted (optional galvanized rails). They are squared and laser lined and have huck bolt system to attach the cross members to assure they do not come loose or move.</p> <p>Our cabs meet SAE Guidelines for Cab Roof Crush.</p> <p>Our cab stamping and assembly is fully automated, cabs are sealed and then dipped for corrosion protection along with receiving 2 base coats of paint and a thick clear coat to make product look nice for tears to come.</p> <p>Our hood systems are predominantly SMC style, which is half the thickness of fiberglass and twice as strong. In addition these hoods are 3 piece, so in the event of an accident the entire hood does not have to be replaced, just the damaged section. We also offer visibility hoods for the HV offering.</p> <p>Our cabs and driver environment have also been updated to provide our quietest cab ever, with better visibility out the doors, down the hood line and through the mirrors. We have true 3 person cabs that can accommodate the gear that drivers can bring with them to do their jobs. All ergonomics have been redone to keep important gauges and controls higher on the dash so the driver doesn't have to look away from the road to see what is going on with the truck.. The HVAC system has also been updated for both driver comfort and quicker defrost on the windshield. The stalk shifter has been very well accepted. It is very durable, has very long life and has safety features a mechanical level cant offer.</p>	<p>Item 18.</p>
<p>74</p>	<p>Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.</p>	<p>North America's Largest Dealer and Service Network.</p> <p>Dealers that have strong presence in the government sector.</p> <p>Dealers that have successfully grown with Sourcewell on current contract. 1350+ units.</p> <p>Great Products, with highest quality we have had in many years. We have achieved Best in Class Quality with key customer scorecards. A manufacturing growth plan that included a new assembly plant being built in San Antonio, TX that will open in 2022.</p> <p>Focus on Electric Trucks and Buses with partner TRATON.</p> <p>The Silver Package with on-line parts and service for 2 years after purchase of new truck at no charge.</p> <p>\$200-\$400 Fleet Charge Credit for every truck bought off this contract. A Sourcewell Exclusive</p> <p>Our Parts Distribution System is Award Winning and with new Memphis Locations, we offer even faster delivery. Working with Diamond Edge Program, our Parts System works with dealers to make sure they have the parts you will need to repair the vehicle.</p> <p>Diamond Edge Service Program is all about getting units in, diagnosed and back in the customers hands. Our Service Velocity at the dealerships to get units out in 24 to 48 hours.</p> <p>Additional Customer Tools:          * On Commend Connection          * International 360</p> <p>Turn-Key Offering to the Sourcewell Members as a truck isn't ready to work without the proper body and equipment on it.</p> <p>Partnering with NCL to go after even more Sourcewell Members with financing tools that can put equipment to work and meet the financial constraints of todays budget realities.</p> <p>Navistar and the International Dealers want to win with Sourcewell!</p>	<p>*</p>

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

Item 18.

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Financial Strength and Stability](#) - Financial Strength.zip - Tuesday June 09, 2020 13:29:09
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - International Warranty 2020.zip - Monday June 08, 2020 10:42:03
  - [Pricing](#) - International Pricing & Specifications 2020.zip - Tuesday June 09, 2020 11:26:44
  - [Additional Document](#) - Additional Documents.zip - Tuesday June 09, 2020 14:31:13

**Proposer's Affidavit**

Item 18.

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

Item 18.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Martin White, Director Vocational Sales, Navistar, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_11_Class_4-8_Chassis_RFP060920</b> Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
<b>Addendum_10_Class_4-8_Chassis_RFP060920</b> Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_9_Class_4-8_Chassis_RFP060920</b> Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_8_Class_4-8_Chassis_RFP060920</b> Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_7_Class_4-8_Chassis_RFP060920</b> Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_6_Class_4-8_Chassis_RFP060920</b> Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Class_4-8_Chassis_RFP060920</b> Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
<b>Addendum_4_Class_4-8_Chassis_RFP060920</b> Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_3_Class_4-8_Chassis_RFP060920</b> Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_2_Class_4-8_Chassis_RFP060920</b> Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_1_Class_4-8_Chassis_RFP060920</b> Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--





### CONTRACT EXTENSION

**Contract Number: 060920-NVS**

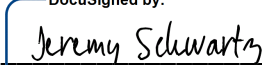
Sourcewell	and	Navistar	
202 12th Street Northeast		2701 Navistar Dr	
P.O. Box 219			
Staples, MN 56479		Lisle, Illinois	60532-3637
(Sourcewell)		(Vendor)	

have entered into Contract Number: 060920-NVS for the procurement of: Class 4-8 Chassis with Related Equipment, Accessories, and Services

The Contract has an expiration date of 2024-08-01 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2025-08-01 . All other terms and conditions of the Contract remain in full force and effect.

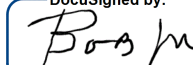
#### Sourcewell

DocuSigned by:  
  
C0FD2A139D06489  
 Authorized Signature

Jeremy Schwartz  
Name

Chief Operating and Procurement Officer  
Title

5/30/2024 | 9:23 AM CDT  
Date

DocuSigned by:  
  
28B83357778A47E  
 Authorized Signature

Bob Mann  
Name

VP, Government Sales and Diamond Logic Builder  
Title

5/30/2024 | 9:49 AM CDT  
Date



**RFP #060920**  
**REQUEST FOR PROPOSALS**  
**for**  
**Class 4-8 Chassis with Related Equipment, Accessories, and Services**

**Proposal Due Date: June 9, 2020, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

Public Notice of RFP Published:	April 16, 2020
Pre-proposal Conference:	May 19, 2020 10:00 a.m., Central Time
Question Submission Deadline:	June 2, 2020, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>June 9, 2020, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	June 9, 2020, 6:30 p.m., Central Time **

\*\* SEE RFP SUB-SECTION V. G. "OPENING"

## I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/member-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

## **II. EQUIPMENT, PRODUCTS, AND SERVICES**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

### **B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES**

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services, including, but not to be limited to:

- a. Chassis and cabs as classified by gross vehicle weight ratings (GVWR):

Class 4: 14,001-16,000 lbs  
 Class 5: 16,001-19,500 lbs  
 Class 6: 19,501-26,000 lbs  
 Class 7: 26,001-33,000 lbs  
 Class 8: 33,001+ lbs

- b. A wide range of Class 4-8 chassis types and classifications, including conventional internal combustion, natural gas or propane autogas, hybrid or alternative fuel, and electric powered Class 4-8 Chassis.
  - c. Proposers may include Class 3 chassis provided that they are complementary to Proposer's offering of Class 4-8 chassis.
  - d. Proposers may include related equipment, accessories, and services to the extent that the solutions are an incidental portion of the response.
2. The primary focus of this solicitation is on Class 4-8 Chassis with Related Equipment, Accessories, and Services. This solicitation should NOT be construed to include:
- a. Transit buses.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- a. School Buses with Related Supplies, Parts and Services (RFP #102115); and
  - b. Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services (RFP #120716).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

### C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$150 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

## G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

## III. PRICING

### A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).



Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

#### B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

### IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

### V. RFP PROCESS

#### A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

#### B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

#### C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

#### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

## G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

## VI. EVALUATION AND AWARD

### A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
  - A Proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell’s knowledge about a specific vendor or product.

### B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days’ following Sourcewell’s notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;

- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



4/17/2020

Addendum No. 1

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Do you have a list of specifications for both the vehicles and equipment needed?

**Answer 1:**

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products, or services for this solicitation.

**Question 2:**

How are delivery charges handled at the time of order? Is there a list of potential destinations?

**Answer 2:**

It is left to the discretion of each proposer to propose a method for delivery charges that fits with their business practices. Proposals are evaluated based on the criteria stated in the RFP.

Sourcewell participating entities include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.



**Question 3:**

How do I join the Pre-proposal conference on May 19, 2020?

**Answer 3:**

Refer to Section V. A. of the RFP for additional detail on the pre-proposal conference. All entities that have registered for this solicitation opportunity in the Sourcewell Procurement Portal will receive log-in instructions via email two business days prior to the webcast.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/16/2020, is required at the time of proposal submittal.



4/22/2020

Addendum No. 2

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Will this bid be awarded by Class and Fuel type within that class? For example, separate awardees for Class 4 Gasoline, Class 4 Electric, Class 4 CNG, Class 4 Propane, Class 4 Diesel?

**Answer 1:**

Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities " (see, RFP Section II. B.). A Proposer should submit their complete line of equipment, products, or services that are applicable to the scope. Depending on the responses received, Sourcewell may need to organize responses into subcategories, and awards may be based on a subcategory (see, RFP Section II. G. 1 & 3). However, Sourcewell typically does not find it necessary to award by subcategory.

**Question 2:**

Will it now be mandatory for a Saskatchewan Rural Municipality to use this system to purchase class 4 - 8 trucks?

**Answer 2:**

- Refer to RFP Section I. B., ... "Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources."

**Question 3:**

Are the references that are to be submitted, required to be an existing participating entity of Sourcewell?

**Answer 3:**

It is left to the discretion of each proposer to determine how to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Table 4 – References/Testimonials, Line Item 21, seeks information from “three customers who are eligible to be Sourcewell participating entities.”

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/22/2020, is required at the time of proposal submittal.



4/29/2020

Addendum No. 3

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

In demonstrating Financial Strength as part of Question 9, will the supporting documents provided, end up in the public domain or is this just for Sourcewell internal use only?

**Answer 1:**

RFP Section VI., E., Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/29/2020, is required at the time of proposal submittal.



5/4/2020

Addendum No. 4

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Would we be allowed to just bid the equipment we manufacture as we do not manufacture chassis?

**Answer 1:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). A proposal that is not in substantial compliance with the requirements of the RFP will be considered nonresponsive.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/4/2020, is required at the time of proposal submittal.



5/12/2020

Addendum No. 5

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

How will the Administrative Fees for the resulting contracts from this RFP be determined? At what percentage rate or what flat fee can we expect to be charged?

**Answer 1:**

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/12/2020, is required at the time of proposal submittal.



5/13/2020

Addendum No. 6

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is Sourcewell responsible for the registration of vehicles, or for the determination and collection of State/Provincial or Federal taxes due, on participating entity purchases under the contract (or contracts) awarded as a result of the RFP?

**Answer 1:**

No, Sourcewell is not involved in vehicle registration, or tax determination or collection, for participating entity transactions under the awarded contracts. A Proposer is to identify any transaction costs or fees that are not included in equipment pricing as described in RFP Section III. A. – Pricing and in template Contract Section 3. A. – Pricing. To the extent that a participating entity may be exempt from taxes or fees, the participating entity is responsible for providing a tax exemption certificate as described in template Contract Section 3. B. – Sales Tax.

**Question 2:**

Is Sourcewell financially responsible for participating entity purchases under the contract (or contracts) awarded as a result of the RFP?

**Answer 2:**

Participating entities are solely responsible for payment. See template Contract Section 6. A. – Participating Entity Use and Purchasing.



**Question 3:**

Does Sourcewell bear the risk of loss in the event that a vehicle is damaged or stolen, or a transaction is terminated, before title passes to the participating entity?

**Answer 3:**

No. Transactions under the contract are between the participating entity and the awarded vendor. Sourcewell has no liability for a participating entity's transaction or payment, and bears no risk of loss in the events described.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/13/2020, is required at the time of proposal submittal.



5/18/2020

Addendum No. 7

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

What will be the effective dates (start and ending) for pricing submitted with the bid?  
Will that time frame be consistent for the 3 remaining annual periods?

**Answer 1:**

Refer to Section 3. - Pricing and Section 4. – Product and Pricing Change Requests, in the Sourcewell template Contract (available on the Sourcewell Procurement Portal), for guidance on pricing during the term of awarded contracts.

**Question 2:**

To what extent will Sourcewell make public the pricing files (IE: data books) supplied by bidders?

**Answer 2:**

Refer to RFP Section VI. E. - Disposition of Proposals for guidance on pricing material submitted in response to the RFP and applicable public data laws.

**Question 3:**

Can respondents to the solicitation expect that references provided to Sourcewell will not become public?

**Answer 3:**

Refer to RFP Section VI. E. - Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable public data laws.

**Question 4:**

For a Proposer that is a dealer representing multiple OEM brands, some of which will be submitting a response and some of which will not be submitting a response to the Sourcewell RFP, do we leave out our OEM's who are responding from our proposed solution?

**Answer 4:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the equipment, products, and services that the proposer will include. The solicitation is a competitive process and proposals are evaluated on the content submitted.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/18/2020, is required at the time of proposal submittal.



5/21/2020

Addendum No. 8

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

What is expected in the Marketing Plan requirement? Is the marketing plan to be reviewed by the agency?

**Answer 1:**

Refer to RFP Section II. F. – Marketing Plan for guidance on the marketing plan requirements. Each proposer, in its discretion, will determine the content of its marketing plan. The solicitation is a competitive process and proposals will be evaluated on the content submitted.

**Question 2:**

Will the Marketing Plan be given to participating entities? Or is this just for Sourcewell?

**Answer 2:**

Refer to RFP Section VI. E. – Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable data laws.

**Question 3:**

Will the agency/customer be willing to sign an NDA in order for a vendor to share technical specification details?

**Answer 3:**

Refer to RFP Section VI. E. – Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable data laws.

**Question 4:**

Will the agency accept redlines on the contract during the procurement process?

**Answer 4:**

Refer to RFP Section IV. - Contract for guidance on the process for requesting a modification to the template contract terms, conditions, or specifications.

**Question 5:**

Is the administrative fee set or is this fee negotiable prior to the award or when awarded?

**Answer 5:**

Refer to Addendum 5, Answer 1, posted to the Sourcewell Procurement Portal on May 12, 2020.

**Question 6:**

What marketing support does Sourcewell provide to an awarded vendor after a contract is issued?

**Answer 6:**

Refer to the "Sourcewell Vendor Resources" link provided on the Sourcewell Procurement Portal "Bids Homepage."

**Question 7:**

Are all cutaway passenger buses considered a transit bus, regardless of size, for this solicitation?

**Answer 7:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. (Requested Equipment, Products and Services). A proposal that is not in substantial compliance with the requirements of the RFP will be considered nonresponsive.

**Question 8:**

Will purchase orders originate from Sourcewell or the participating entity?

**Answer 8:**

Refer to RFP Section I. B. – Use of Resulting Contracts, for additional guidance on the order process.

**Question 9:**

Do we need to register with the Secretary of State for a certificate to transact business in the State of MN?

**Answer 9:**

Each proposer, in its discretion, will determine the documentation necessary to best demonstrate its ability to serve Sourcewell participating entities and fulfill the requirements set forth in the RFP. A Certificate of the Minnesota Secretary of State is not a mandatory submittal requirement for this solicitation.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/21/2020, is required at the time of proposal submittal.



5/26/2020

Addendum No. 9

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Federal and State incentives typically apply when quoting electric-powered truck chassis. Should we quote prices before incentives with a note that we will apply any applicable incentives? If not, how do you suggest we handle this issue?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, each proposer, in its discretion, will determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/26/2020, is required at the time of proposal submittal.





5/27/2020

Addendum No. 10

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Can Sourcewell Participating Entities include US or Canadian Federal entities?

**Answer 1:**

Refer to RFP Section I. B. Use of Resulting Contracts for information on Sourcewell Participating Entities.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/27/2020, is required at the time of proposal submittal.



6/3/2020

Addendum No. 11

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Can we attach videos & power points, if so, how do we accomplish this? What size videos or product literature is permitted on each attachment?

**Answer 1:**

All relevant information should be included in the proposal (RFP Section II., G.). It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal. The maximum upload size is 500 MB per upload, however, items may be combined in a zipped file format should they exceed the 500MB limit.

**Question 2:**

Is there a way to download our Table responses to a hard copy for proof reading?

**Answer 2:**

After selecting "Start Submission," a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF," if a downloadable PDF of the questionnaire tables is desired.

**Question 3:**

Table 8 Value Added Attributes - 40. Please define what a hub partner constitutes?

**Answer 3:**

A hub partner is identified as a historically underutilized business partner. Examples of historically underutilized businesses are listed in Table 8, Question 40.

---

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 6/3/2020, is required at the time of proposal submittal.

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810  
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, Nick Bjork, being first duly sworn, depose and say that I am a Publisher of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

CLASS 4-8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Sourcewell; Bid Location Staples, MN, Todd County; Due 06/09/2020 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

4/17/2020

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE 21st DAY OF April, 2020

*Nick Bjork*

Nick Bjork

*Michelle Anne Ropp*

Notary Public-State of Oregon



SOURCEWELL  
CLASS 4-8 CHASSIS WITH RELATED  
EQUIPMENT, ACCESSORIES, AND  
SERVICES

Proposals Due 4:30 pm,  
June 9, 2020

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.  
Published Apr. 17, 2020. 11878267

Carol Jackson  
Sourcewell  
202 12th St NE  
Staples, MN 56479-2438

Order No.: 11878267  
Client Reference No:

RECEIVED APR 17 2020



# AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004623622	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

Attention: Carol Jackson

SOURCEWELL  
PO BOX 219  
STAPLES, MN 56479

State of South Carolina

County of Richland

I, Michelle Long, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertions

Published On:

April 16, 2020

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered. 4623622

Michelle Long  
Inside Classified Accounts  
Representative

Subscribed and sworn to before me on this 5th day of August in the year of 2020

Amy L. Robbins  
Notary Public  
My Commission Expires:  
11/27/2022

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

RECEIVED AUG 11 2020



4770 S. 5600 W.  
WEST VALLEY CITY, UTAH 84118  
FED.TAX I.D.# 87-0217663  
801-204-6910

Deseret News

Utah  
Media  
Group

The Salt Lake

Item 18.

**PROOF OF PUBLICATION CUSTOMER'S COPY**

CUSTOMER NAME AND ADDRESS

SOURCEWELL,  
Accounting Dept  
PO BOX 219

STAPLES MN 56479

ACCOUNT NUMBER

9001496962

DATE

4/28/2020

ACCOUNT NAME

SOURCEWELL,

TELEPHONE

2188945483

ORDER # / INVOICE NUMBER

0001287615 / 101287615-04162020

PUBLICATION SCHEDULE

START 04/16/2020 END 04/16/2020

CUSTOMER REFERENCE NUMBER

Sourcewell RFP for Advertisement (Class 4-8 Chassis)

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency

SIZE

36 LINES 1 COLUMN(S)

TIMES

3

TOTAL COST

83.12

**REQUEST FOR PROPOSALS**  
Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.  
1287615 UPAXLP

**AFFIDAVIT OF PUBLICATION**

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Rel** FOR **SOURCEWELL**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 04/16/2020 End 04/16/2020

DATE 4/28/2020

SIGNATURE *L Tapusoa*

STATE OF UTAH )

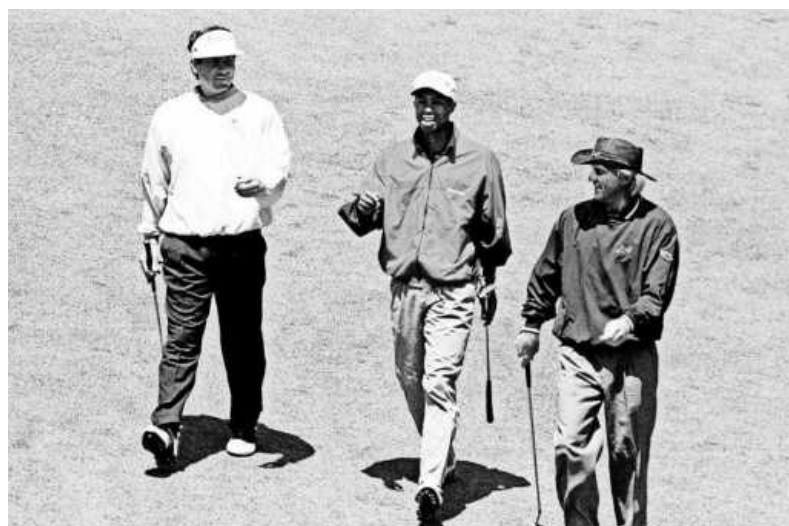
COUNTY OF SALT LAKE )

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 28TH DAY OF APRIL IN THE YEAR 2020

BY LENEA TAPUSOA

LORAIN MARIE GUDMUNDSON  
NOTARY PUBLIC-STATE OF UTAH  
COMMISSION# 699563  
COMM. EXP. 03-19-2022

*Loraine Marie Gudmundson*  
NOTARY PUBLIC SIGNATURE 836



**Fred Couples, Tiger Woods and Greg Norman played in the Masters Tournament in 1996 at Augusta National.**  
FILE PHOTO BY STEPHEN MUNDAY/ALLSPORT

# Norman sinks teeth into fans' questions

**Steve DiMeglio**  
Golfweek | USA TODAY Network

With abundant energy and enthusiasm, Greg Norman, the Great White Shark, devoured an hour's worth of phone calls from fans this week on the appropriately named Attack Life Radio Live on Sirius XM Radio.

From Tiger Woods to the COVID-19 global pandemic to fitness tips, Norman fielded questions from all across the U.S. on Tuesday.

"Game on," the two-time major champion and world No. 1 for 331 weeks said at the beginning. "Bring it on."

On came the questions. Among the many was one that dealt with Tiger Woods. Specifically, the first time he met and played with Woods.

"Played with Tiger down here at Old Marsh Golf Club (in Palm Beach Gardens, Florida) when I think he was 15 years old. Got a call from some people, because I was No. 1 player at the time in the world, and they wanted me to play with him and for me to give my opinion on Tiger," said Norman, now 65. "So I played nine holes with him and I like, wow. This kid is going to go a long way."

"He was a sponge for information. He wanted to beat you, no matter if he was 15 years old. He just wanted to prove a point that no matter who you are or whether you're No. 1, I'm going to come after you. Which was very, very positive to see."

Who won, the follow-up came. "You know, I can't remember," Norman said. "I really can't remember."

Here are some of Norman's other takes on a variety of subjects:

**How he's dealing with the global pandemic:** "I'm dealing with it OK. The whole world is in this fight together. I've had businesses shut down. I feel for my people who have worked for me for years and years and years to experience this. But I've come out of this with a

sense of calm in a lot of ways because this is a bit of a wake-up call for the whole universe to say, 'Hey, it's going to happen again.' How you come out of this one is going to determine how you are going to be prepared for the next one. I don't like anybody kicking the can down the road. From the doctors and the nurses and health care workers and first responders to the military, to every country around the world, each and everyone of these people are putting their lives on the line for us. I'm a big admirer. I'm just trying to manage the process myself, both mentally and physically, and go through it day by day and not try and get ahead of myself. I know we'll come out of it. Humanity is much stronger and very intelligent and very resilient in a lot of ways, so we will come out of it."

**Why he didn't play much senior tour golf:** "I just got sick and tired of staying in hotel rooms from a Tuesday through a Sunday and just traveling, quite honestly. When I cut playing golf out of my schedule, I actually had 50% more time for myself, which was a big deal. On top of that, my business was really kicking off, my brand was kicking off, and I wanted to focus on building that out. ... I still enjoyed playing, but the passion to really perform at the highest level wasn't there. I quietly rode off into the sunset without any fanfare."

**Fitness recommendations for someone coming out of the winter season:** "Very easy. Stretching. Start getting your hamstrings stretched out, your lower back stretched out and your quads stretched out. All those things. And I would start working on squeezing a tennis ball, getting your finger strength back up. Because people forget about that when you're hanging onto a golf club and you're swinging, and I don't care if your swinging it 80 mph or 120 mph, the finger strength is going to want to do it."

# CFP officials tell Pence open campuses are key

**Dan Wolken**  
USA TODAY

Nothing that came out of Wednesday's conference call between Vice President Mike Pence and the College Football Playoff management committee changes the bottom line for this fall: If colleges and universities aren't open to students, it will be very difficult for the season to start on time.

That was part of the message the group relayed to Pence, according to American Athletic Conference Commissioner Mike Aresco, who told USA TODAY Sports that the White House-initiated conversation was much appreciated by college sports stakeholders as they make various contingency plans for the season.

"It was a good call," said Aresco, who was one of the 10 conference commissioners on the call, along with Notre Dame athletic director Jack Swarbrick. "He talked about how important college sports were to the country, and we discussed how college sports were

different from pro sports. We don't have czars. We're a national enterprise, but we'll have local issues as we go forward. He seemed optimistic about some things and he asked us what we'd need to do if things were to reopen down the road."

Still, it appears a consensus has formed among athletic officials that the first step toward restarting college football will be universities opening their doors. The optics of having football players on campus when it is deemed unsafe for other students to be there would not just be bad, it would potentially undercut the argument that college sports are tethered to education.

"If things are all virtual and if you can't have kids on campus, can you justify the risks of having athletes on campus?" Aresco said. "We're an extension of the educational system. You can argue if things are virtual and you can quarantine or isolate teams, is that feasible? I have no idea and I'm not going to venture an opinion on that at this point, but I'm not sure if it's feasible."

# Paul enjoying family time in 'wait-and-see' mode

**Mark Medina**  
USA TODAY

Usually, Chris Paul knows how to find the answer to any question he has.

That is what happens when you are the president of the National Basketball Players Association. That is what happens when you're an NBA All-Star.

This time Paul does not have any answers. How could he when no one else has them regarding when the novel coronavirus outbreak will stop and when the NBA can resume play?

"It's really just a wait-and-see game and hoping that the coronavirus gets contained," Paul told USA TODAY Sports this week. "What we try to do from the union perspective is try to keep guys informed as much as possible and try to prepare for what we can control."

The Thunder guard said the NBPA is having ongoing conversations with the league on how it could salvage the season. But he stressed the NBPA cares about only one variable: "If there is any way possible that we can play games for our fans without putting anyone's health at risk, that is what everybody's option is. But everybody understands health comes first before any of that."

Once the season was put on hold March 11, Paul could not wait to return to his home in Encino, California, to be with his wife (Jada), 10-year-old son (Chris) and 7-year-old daughter (Camryn). He had spent most of his first season in Oklahoma City away from his family.

"This is the most we've all been able to be together," Paul said. "That's the case for a lot of families at home. It's one of those things where you learn new things and learn not to take some things for granted."

Paul has maximized his family time. So much so that he did not seem to consider it difficult to put his frustration over his successful season (10th NBA All-Star Game appearance) into perspective: "I'm a hell of a competitor. But I think, first and foremost, I'm a human being."

Confined with shelter-in-place rules, Paul has included his family in his workouts. With his kids taking classes through Zoom sessions, Paul has tried to help them with their homework assignments. He admittedly does not often know the answers.

"For most athletes, we always strive to be the best and try to be perfect. I've been able to realize how I'm not perfect. I'm not. That's OK. You can get better at it. So I'm just trying to be better in different aspects."

## MARKETPLACE TODAY

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

To view more Classified listings, visit: classifieds.usatoday.com

### NOTICES

#### PUBLIC NOTICE

##### NOTICE TO OFFERORS

Sealed responses will be received by 1GPA office at 1910 W. Washington St. Phoenix, AZ. 85009 until **Thursday, May 21, 2020 @ 11:00 am (AZ Time Zone)**  
**Request for Proposal Environmental Consultant RFP # 20-03P**

Sealed responses will be publicly opened in the 1GPA office immediately following the deadline for receiving responses.

Solicitations may be downloaded online at [www.publicpurchase.com](http://www.publicpurchase.com).

For additional information please contact Christy Knorr at 866-306-3893 or cknorr@1gpa.org

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Class 4-8 Chassis with Related Equipment, Accessories, and Services** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

**GET NOTICED!**  
Advertise in USA TODAY's Marketplace Today Marketplace!  
**Call: 1-800-397-0070**

### PUBLIC NOTICE

**SOUTHWEST FOODSERVICE EXCELLENCE (SFE), ON BEHALF OF CONTRACTED DISTRICTS, IS SOLICITING REQUEST FOR PROPOSAL FOR FOOD SERVICE SUPPLIES, COMMERCIAL DELIVERY, SFE 01-20-01.**

CONTRACTED DISTRICTS IN THE CENTRAL (NEW MEXICO AND TEXAS), EASTERN (MICHIGAN, MISSOURI, AND PENNSYLVANIA), SOUTHWEST (ARIZONA) REGIONS ARE INCLUDED IN THIS RFP WITH CONTRACT TERM JULY 1, 2020 THROUGH JUNE 30, 2021.

ELECTRONICALLY SEALED PROPOSALS WILL BE ACCEPTED UNTIL 11:59 PM CDT MAY 13, 2020 THROUGH BIDFORGE. PROPOSALS WILL BE OPENED AT 10:00 AM CDT MAY 14, 2020.

RFP INFORMATION, INCLUDING BUT NOT LIMITED TO, TERMS AND CONDITIONS, DETAILED SPECIFICATIONS, TECHNICAL REQUIREMENTS, EVALUATION METHOD/CRITERIA, AWARD PROCESS, METHOD OF PAYMENT, AND CONTRACTED DISTRICTS MAY BE OBTAINED AT [www.bidforge.com](http://www.bidforge.com) OR [contactus@procurement@sfellc.org](mailto:contactus@procurement@sfellc.org) OR 806-701-4985.

**SFE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND/OR ALL PROPOSALS.**

### NOTICES

**ANNOUNCEMENTS**

**HAVE YOU BEEN CLASSIFIED AS A HIGH RISK DRIVER DUE TO DUI, DWI OR TICKETS FOR AGGRESSIVE DRIVING?**

Serenity is here to help by making SR-22 insurance easy to get and affordable for everyone.  
**800-509-9315**  
THE CALL & QUOTE ARE FREE.

**SUCCESSFUL ADVERTISEMENTS start with USA TODAY Marketplace**

To place your ad in USA TODAY Marketplace, call: 1-800-397-0070

### FINANCIAL

**Are you getting hit with high interest rates because of a low credit score? Improve it today!**

- FREE Consultation
- FREE Credit Evaluation

**800-852-4931**

**IMPROVE YOUR CREDIT SCORE**

**ELIMINATE your overwhelming debt**

We can help if your total debt is \$10,000 or more!

- ✓ CREDIT CARD DEBT
- ✓ MEDICAL DEBT
- ✓ PERSONAL LOANS

**800-825-1306**

Avoid bankruptcy today and start over completely debt-free.  
**THE CALL IS FREE.**

**MARKETPLACE PUBLICATIONS**

**FREE BOOK God's Puzzle Solved**  
Box 1197  
Montgomery, TX 77356  
[GodsPuzzleSolved.com](http://GodsPuzzleSolved.com)  
e-mail: [art@mokarow.com](mailto:art@mokarow.com)  
936-788-2588 Leave Message  
No donations ever accepted

### MARKETPLACE

**FOR THE HOME**

**Built on this side of the wall.**

- \*Light switch plate covers
- \*Made in America
- \*Many designs to choose from!

**TrumpPlates.com**

**T R U M P**

### PUBLICATIONS

**Grades 2-12, Social Studies!**

Trek the world continents (Africa, Asia, Americas, Australia, Europe) in the Kindle store on Amazon:  
**gerald grubb continents**

### JFK vs. CIA

**In bookstores. Be afraid.**

[www.youtube.com/jfkcia](http://www.youtube.com/jfkcia)

### HEALTH/FITNESS

**Have you gained weight during the Lockdown?**

Call/Contact Dr. Kostov  
Wellness and Weight Loss  
717-533-2100  
[www.kostovwellness.com](http://www.kostovwellness.com)  
15 days FREE!

### HEALTH/FITNESS

**ATTENTION**

If you've had Hernia Surgery and have experienced any **COMPLICATIONS** you may be entitled to **SIGNIFICANT CASH COMPENSATION.**

CALL THE HERNIA MESH HELPLINE NOW AT **800-478-7176**

### TALCUM POWDER SETTLEMENT

If you or a loved one has been diagnosed with ovarian cancer after using talcum based products you may be entitled to significant compensation

**800-208-3526**



OPEN

## Class 4-8 Chassis with Related Equipment, Accessories, and Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Important Dates

- Pre-Proposal Conference:  
**May 19, 2020 at 10:00 am CDT**
- Proposals Due:  
**June 9, 2020 at 4:30 pm CDT**

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#) [↗](#)



Bids Homepage (/Module/Tenders/en/Home/BidsHomepage) Find more bids  
 (https://proportal.sourcewell-mn.gov/) Create Account (/Module/Tenders/en/Vendor/Create  
 /42b90b89-9f67-483a-96e3-9b0490d01d40) Login (/Module/Tenders/en/Login/Index  
 /42b90b89-9f67-483a-96e3-9b0490d01d40)

## View Details

Click (https://www.bidsandtenders.ca)here (https://proportal.sourcewell-mn.gov/) to return to the Sourcewell Procurement Portal home page.

### Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 060920
Bid Name:	Class 4-8 Chassis with Related Equipment, Accessories, and Services
Bid Status:	<b>Open</b>
Bid Closing Date:	Tue Jun 9, 2020 4:30:00 PM (CDT)
Question Deadline:	Tue Jun 2, 2020 4:30:00 PM (CDT)
Time-frame for delivery or the duration of the contract:	Four years, with possible 1 year extension
Negotiation Type:	Refer to bid document
Condition for Participation:	Refer to bid document
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No

Description:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov (https://proportal.sourcewell-mn.gov/)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered. Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.

Bid Document Access:

Categories:

Show Categories [+]



# Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description
Pre-Proposal Web Conference	Login instructions will be provided to registered bidders by email two business days prior to the conference.

## Documents

File Name

**RFP\_060920\_Class\_4-8\_Chassis**

Wednesday April 15, 2020 06:07 PM

**RFP\_060920\_Class\_4-8\_Chassis\_Contract\_Template**

Wednesday April 15, 2020 04:32 PM

**Addenda**

File Name

**Addendum\_1\_Class\_4-8\_Chassis\_RFP060920**

Friday April 17, 2020 12:32 PM

**Addendum\_2\_Class\_4-8\_Chassis\_RFP060920**

Wednesday April 22, 2020 01:14 PM

**Addendum\_3\_Class\_4-8\_Chassis\_RFP060920**

Wednesday April 29, 2020 03:45 PM

**Addendum\_4\_Class\_4-8\_Chassis\_RFP060920**

Monday May 4, 2020 01:24 PM



## Bid RFP #060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services [\[Switch to Vendor View\]](#)

Bid Type	<b>RFP</b>	<p><b>Access Reports</b> View reports on who has been notified of the bid or accessed it. [Notification report] [Access report]</p> <p><b>Questions</b> 0 Questions 0 Unanswered [View/Ask Questions]</p> <p><b>Edit Bid</b> [Create Addendum]</p>
Bid Number	<b>060920</b>	
Title	<b>Class 4-8 Chassis with Related Equipment, Accessories, and Services</b>	
Start Date	<b>Apr 16, 2020 8:41:57 AM CDT</b>	
End Date	<b>Jun 9, 2020 4:30:00 PM CDT</b>	
Agency	<b>Sourcewell</b>	
Bid Contact	<b>Chris Robinson</b> (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219	

### Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Pre-Bid Conference

Date **May 19, 2020 10:00:00 AM CDT**  
Location **Online Webinar**  
Notes **Pre-Proposal login information will be emailed two days prior.**

### Documents

No Documents for this bid

Pending biddingo Approval

Type 1 Bid Notice Only

Publish

Publish /Verify Contents

Save as Template

Solicitation Setting



- ✓ Invite Bidders No
- ✓ Evaluate Response online No
- ✓ Internal Approval No
- ✓ Enable Collaboration with other Users No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	060920
Solicitation Name	Class 4-8 Chassis with Related Equipment, Accessories, and Services	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	060920 Class 4-8 Chassis
--------------------------------	--------------------------

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$600,000,000.00
Publish Date	04/16/2020	Closing Date & Time	06/09/2020 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

- Automotive/ Industrial
- Industrial Vehicles/ Equipment  
 Fire trucks, Ambulances, Transport Trucks, Garbage Trucks, Buses (school and commercial), Utility Trucks, Ride-on Lawn Mowers, decontamination trailers, streetcars, ice-resurfacers, office trailers, trains etc



Solicitation Overview

Item 18.

Solicitation Overview

Home (/dashboard) > List of Bidding (/bidding/list) > Solicitation Details

Publish



Class 4-8 Chassis with Related Equipment, Accessories, and Services

060920

Closing Date: 06/09/2020 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov (https://proportal.sourcewell-mn.gov)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Additional Recipients

Once the posting is approved, an e-mail will be sent to the following recipient(s).

Email Address
carol.jackson@sourcewell-mn.gov





# The New York State Contract Reporter

*NYS' official source of contracting opportunities  
Bringing business and government together*

This document p Item 18.  
Wednesday, 04/15/2020

## Contracting Opportunity

\* \* \* This ad has not been published. It has been reviewed and pending publication. \* \* \*

**Title:** Class 4-8 Chassis with Related Equipment, Accessories, and Services

**Agency:** Sourcewell

**Division:** Procurement Department

**Contract Number:** 060920

**Contract Term:** 4 years, with potential 1 year extension

**Date of Issue:** 04/16/2020

**Due Date/Time:** 06/09/2020 4:30 PM  
Central Time

**County(ies):** All NYS counties

**Classification:** Vehicles & Equipment - *Commodities*

**Opportunity Type:** General

**Entered By:** Chris Robinson

**Description:** Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Service-Disabled Veteran-Owned Set Aside:** No

## Contact Information

**Primary contact:** Sourcewell  
Procurement Department  
Greg Grunig  
Procurement Lead Analyst  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4189  
greg.grunig@sourcewell-mn.gov

**Submit to contact:** Sourcewell  
Procurement Department  
Greg Grunig  
Procurement Lead Analyst  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4189  
greg.grunig@sourcewell-mn.gov

© 2020, Empire State Development <http://www.esd.ny.gov/>

## Notice

### Basic Information

**Estimated Contract Value (CAD)** \$600,000,000.00 (Not shown to suppliers)  
**Reference Number** 0000174298  
**Issuing Organization** Sourcewell  
**Owner Organization**  
**Solicitation Type** RFP - Request for Proposal (Formal)  
**Solicitation Number** 060920  
**Title** Class 4-8 Chassis with Related Equipment, Accessories, and Services  
**Source ID** PP.CO.USA.868485.C88455

### Details

**Location** All of Canada, All of Canada  
**Purchase Type** Term: 2020/08/03 01:00:00 AM EDT - 2024/08/02 01:00:00 AM EDT  
**Description** Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Dates

**Publication** 2020/04/16 09:29:06 AM EDT  
**Question Acceptance Deadline** 2020/06/02 05:30:00 PM EDT  
**Questions are submitted online** No  
**Bid Intent** Not Available  
**Closing Date** 2020/06/09 05:30:00 PM EDT

**Prebid Conference** 2020/05/19 11:00:00 AM EDT

### Contact Information

Procurement Department  
 218-894-1930  
 rfp@sourcewell-mn.gov

### Pre-Bidding Events

**Event Type** Prebid Conference  
**Attendance** Recommended  
**Event date** 2020/05/19 11:00:00 AM EDT  
**Location** Online webinar  
**Event Note** Pre-Proposal login instructions will be emailed two days prior.

### Bid Submission Process

**Bid Submission Type** Electronic Bid Submission  
**Pricing** In attached document  
**Pricing** In attached document  
**Bid Documents List**

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

## Documents

### Documents

Document	Size	Uploaded Date	Language
How to obtain RFP document [docx]	140 Kb	2020/04/16 09:27:14 AM EDT	English

## Categories

## Selected Categories

GSIN Category (1)	
G	<b>Goods</b> Goods
N23	<b>Ground Effect Vehicles, Motor Vehicles, Trailers, And Cycles</b> Ground Effect Vehicles, Motor Vehicles, Trailers, And Cycles
N2320	<b>TRUCKS AND TRUCK TRACTORS, WHEELED</b> Trucks and Truck Tractors, Wheeled NOTE: This class includes only complete wheel mounted trucks and truck tractors, and chassis therefor. The combined chassis and body of a special purpose truck, such as a machine shop, mobile laundry, or dental laboratory, is classified in this class. Includes Panel, Delivery and Pick up Trucks, Tactical and Administrative Military Cargo Carrying Vehicles, including Wheel Mounted Amphibian Vehicles; Truck Tractor and Trailer Combinations; Armored Cars.
MERX Category (1)	
G	<b>Goods</b> Goods
G22	<b>Miscellaneous Goods</b> Miscellaneous Goods
UNSPSC Category (1)	
25000000	<b>Commercial and Military and Private Vehicles and their Accessories and Components</b>
25180000	<b>Vehicle bodies and trailers</b>
25181600	<b>Automotive chassis</b>



## Opportunity Notice

### Class 4 -8 Chassis with Related Equipment, Accessories and Services

#### Opportunity Information

<b>Organization:</b>	Alberta Rural Municipalities of Albe
<b>Organization Address:</b>	
<b>Reference Number:</b>	AB-2020-02555
<b>Solicitation Number:</b>	AB-2020-02555
<b>Solicitation Type:</b>	Request for Proposal
<b>Posting (MM/dd/yyyy):</b>	04/16/2020 05:30:00 PM Alberta Time
<b>Closing (MM/dd/yyyy):</b>	06/09/2020 03:30:59 PM Alberta Time
<b>Last Update (MM/dd/yyyy):</b>	04/16/2020 05:23:21 PM Alberta Time
<b>Agreement Type:</b>	NWPTA/TILMA & CFTA & CETA
<b>Region of Opportunity:</b>	Open
<b>Region of Delivery:</b>	Alberta
<b>Opportunity Type:</b>	Open & Competitive

#### Commodity Codes:

N2320DGA: Truck, Maintenance, Diesel, to 27,499 GVWR  
 N2320W00: Medium Truck Cab-Over-Engine  
 N2320DMB: Truck, Tractor, Diesel, 27,500 GVWR and Up  
 N2320DAB: Trucks (Dump, Stake, Van) Diesel-Powered, 27,500 lbs. GVWR and Up  
 N4210PF: Truck, Fire, Crash, Rapid Intervention Vehicle, Medium Size (RIV)(B)  
 N2320DQA: Truck, Wrecker, Diesel, to 27,499 GVWR  
 N2320DMA: Truck, Tractor, Diesel, to 27,499 GVWR  
 N2320DRA: Truck, Sander (Hopper Body) Diesel, to 27,499 GVWR  
 N2320D: Truck and Truck Tractor Wheeled, Diesel, Over 10,000 GVWR (Except Military Configuration)  
 N2320DFA: Truck, Liquid Waste Disposal, Diesel, to 27,499 GVWR  
 N2320DHA: Truck, Refrigeration, Diesel, to 27,499 GVWR  
 N2320DAA: Truck, (Dump, Stake, Van) Diesel Powered, to 27,499 lbs. GVWR  
 N2320DLB: Truck, Tanker, Diesel, 27,500 GVWR and Up  
 N2320DDA: Truck, Fuel Service, Diesel, to 27,499 GVWR  
 N2320DLA: Truck, Tanker, Diesel, to 27,499 GVWR  
 N2320DDB: Truck, Fuel Service, Diesel, 27,500 GVWR and Up  
 N2320: Trucks and Truck Tractors, Wheeled  
 N2320DGB: Truck, Maintenance, Diesel, 27,500 GVWR and Up  
 N2320DFB: Truck, Liquid Waste Disposal, Diesel, 27,500 GVWR and Up  
 N2320DJB: Truck, Refuse Collection, diesel, 27,500 GVWR and Up  
 N2320DQB: Truck, Wrecker, Diesel, 27,500 GVWR and Up  
 N2320DRB: Truck, Sander (Hopper Body) Diesel, 27,500 GVWR and Up  
 N2320DHB: Truck, Refrigeration, Diesel, 27,500 GVWR and Up  
 N2320DEA: Truck, Line Maintenance, Diesel, to 27,499 GVWR  
 N2320DJA: Truck, Refuse Collection, Diesel, to 27,499 GVWR  
 N2320GAA: Cab and Chassis, Gasoline Powered - GATT  
 N2320DEB: Truck, Line Maintenance, Diesel, 27,500 GVWR and Up

**Category:** Goods

Potential vendors (bidders) may view the bid package here.

[View Bid Package](#)

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package.

[View Interested Vendors \(Bidders\)](#)

**Response Submission:**

Only proposals submitted through the Sourcwell Procurement Portal will be considered.

<https://portal.sourcwell-mn.gov>

Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time and late submissions will not be considered.

**Response Contact:**

Robinson, Chris

Procurement Manager

2510 Sparrow Drive

Nisku, Alberta T9E 8N5

Tel: 218-895-4168

Email: [rfp@sourcwell-mn.gov](mailto:rfp@sourcwell-mn.gov)

**Response Specifics:**

A full copy of the Request for Proposals can be found on the Sourcwell Procurement Portal [<https://portal.sourcwell-mn.gov>]. Only proposals submitted through the Sourcwell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcwell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcwell. Only complete proposals that are timely submitted through the Sourcwell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcwell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcwell Procurement Portal web clock.

In the event of problems with the Sourcwell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcwell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcwell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal,



Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

**Opportunity Description:**

Rural Municipalities of Alberta ("RMA"), is posting the solicitation on behalf of RMA and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("CETA") for this procurement, RMA/Sourcwell is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcwell Procurement Portal [<https://portal.sourcwell-mn.gov>]. Only proposals submitted through the Sourcwell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

---

**APC "Opportunity Notices"** This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

© APC - All rights reserved. No part of the information contained in this Web Site may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of the Manager, Centre of Expertise via: [SA.APCRequests@gov.ab.ca](mailto:SA.APCRequests@gov.ab.ca). Her Majesty the Queen in right of Alberta and the Alberta public sector entities that use APC are not responsible or liable for the accuracy of the information contained in the publication. It is the responsibility of interested parties to review the opportunity posting for changes or updates prior to the opportunity closing date/time.

## Proposal Opening Record

Date of opening: June 9, 2020

Sourcewell posted Request for Proposal #060920, for the procurement of Class 4-8 Chassis with Related Equipment, Accessories, and Services, on the Sourcewell Procurement Portal [[portal.sourcewell-mn.gov](http://portal.sourcewell-mn.gov)] on Thursday, March 17, 2020, and the solicitation remained in an open status within the portal until June 9, 2020, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on June 9, 2020, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #060920 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

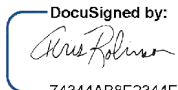
72 HOUR, LLC - received 6/09/20 at 12:25:02 AM  
ADOMANI, Inc. - received 6/09/20 at 2:00:41 PM  
Amthor International - received 6/09/20 at 8:49:27 AM  
Autocar Truck, LLC - received 6/03/20 at 12:06:51 PM  
Boyer Ford Trucks, Inc. - received 6/09/20 at 4:11:47 PM  
BYD Motors, LLC - received 6/09/20 at 2:13:51 PM  
Certified Stainless Service, Inc. - received 6/09/20 at 4:03:24 PM  
Chas S Winner, Inc. - received 6/09/20 at 12:35:25 PM  
Crane Carrier Company - received 6/09/20 at 2:47:57 PM  
Daimler Trucks North America - received 6/09/20 at 8:32:35 AM  
Don Brown Bus Sales, Inc. - received 6/09/20 at 12:43:49 PM  
Eco Vehicle Systems, LLC. - received 6/09/20 at 4:08:05 PM  
Federal Contracts Corp. - received 6/08/20 at 8:40:30 PM  
Hino Motors Sales U.S.A., Inc. - received 6/08/20 at 7:48:22 PM  
Industrial Power, LLC - received 6/09/20 at 3:50:08 PM  
Kenworth Truck Company, Division of PACCAR, Inc. - received 6/09/20 at 12:25:16 PM  
Lion Buses, Inc. - received 6/09/20 at 2:46:29 PM  
LOS ANGELES TRUCK CENTERS - received 6/09/20 at 11:24:39 AM  
Mack Trucks - received 6/09/20 at 7:58:55 AM  
Navistar, Inc. - received 6/09/20 at 2:41:32 PM  
Peterbilt Motors Company - received 6/09/20 at 2:02:13 PM  
Phoenix Cars, LLC - received 6/09/20 at 2:11:39 PM  
Redhead Equipment - received 6/09/20 at 11:29:04 AM

Structural Metal Fabricators, Inc. - received 6/09/20 at 2:11:40 PM

Volvo Trucks North America, LLC - received 6/09/20 at 10:32:23 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on June 9, 2020, at 4:32:00 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

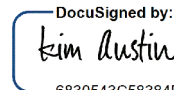
DocuSigned by:



74344AB8E2344E7...

Chris Robinson, CPSM, Procurement Manager

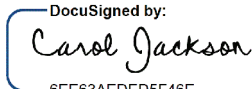
DocuSigned by:



6830543C58384D1...

Kim Austin, CPPB, Procurement Lead Analyst

DocuSigned by:



6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



Proposal Evaluation  
 Class 4-8 Chassis with Related Equipment, Accessories, and Services  
 RFP # 060920

Possible Points	72 Hour, LLC	Adomani, Inc.	Amthor International	Autocar Truck, LLC	Boyer Ford Trucks, Inc.	BYD Motors, LLC	Certified Stainless Service, Inc.	Chas S Wimmer, Inc.	Crane Carrier Company	Daimler Trucks North America	Don Brown Bus Sales	Eco Vehicle Systems	Federal Contracts Corp.	
Conformance to Terms/ Conditions to Include Documentation	50	44	36	33	42	41	42	43	33	41	40	35	37	40
Pricing	400	358	355	358	355	321	309	345	175	334	295	284	339	206
Financial, Industry and Marketplace Successes	75	68	54	55	62	57	62	63	51	61	62	57	54	60
Bidder's Ability to Sell/ Service Contract Nationally	100	88	60	51	88	71	69	71	52	80	87	67	61	74
Bidder's Marketing Plan	50	46	36	41	42	41	40	45	24	41	39	40	38	40
Value Added Attributes	75	64	49	52	64	52	69	63	28	63	61	60	61	66
Warranty Coverages and Information	50	42	41	34	44	40	41	41	25	40	43	39	41	40
Selection and Variety of Products and Services Offered	200	187	140	93	150	165	140	169	115	161	156	126	155	105
Total Points	1,000	897	751	517	847	785	772	840	503	821	783	708	786	635
Rank Order		3	10	22	5	14	17	7	24	8	16	20	11	23

Possible Points	Hino Motors Sales USA	Industrial Power, LLC	Kenworth Truck Company	Lion Buses, Inc.	Los Angeles Truck Centers	Mack Trucks	Navistar	Peterbilt Motors Company	Phoenix Cars, LLC	Redhead Equipment	Structural Metal Fabricators	Volvo Trucks North America	
Conformance to Terms/ Conditions to Include Documentation	50	39	41	44	42	42	44	45	40	31	30	31	
Pricing	400	334	342	358	341	321	335	338	360	313	135	224	320
Financial, Industry and Marketplace Successes	75	56	54	67	59	62	67	69	69	57	47	50	65
Bidder's Ability to Sell/ Service Contract Nationally	100	79	65	92	83	59	88	94	93	71	36	64	86
Bidder's Marketing Plan	50	33	38	43	39	41	40	43	45	40	19	28	43
Value Added Attributes	75	55	54	66	66	60	67	68	71	61	40	46	65
Warranty Coverages and Information	50	43	39	42	45	42	44	44	43	41	27	34	43
Selection and Variety of Products and Services Offered	200	165	167	170	151	169	161	174	171	120	91	110	139
Total Points	1,000	804	800	882	826	796	846	875	897	752	426	586	792
Rank Order		10	11	3	8	12	6	4	15	18	25	22	13

DocuSigned by:  
*Greg Grunig*  
 7DDDCEFD8B3D45D...  
 Greg Grunig, Procurement Lead Analyst

DocuSigned by:  
*Carol Jackson*  
 6EE63AEDE05F46E...  
 Carol Jackson, Procurement Analyst

DocuSigned by:  
*Brandon Town*  
 7BCA93CD6377421...  
 Brandon Town, CPSM, CPSD, Procurement Analyst

DocuSigned by:  
*Craig West*  
 7F41572C858B4BA...  
 Craig West, Procurement Analyst



**COMMENT AND REVIEW**  
to the  
REQUEST FOR PROPOSAL (RFP) 060920  
Entitled

**Class 4-8 Chassis with Related Equipment, Accessories, and Services**

The following advertisement was placed April 16, 2020 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov), Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter [www.nyscr.ny.gov](http://www.nyscr.ny.gov), PublicPurchase.com, and April 17, 2020 in Oregon's *Daily Journal of Commerce*:

*Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

72 HOUR LLC	J. B. Poindexter & Co. Inc.
ADOMANI, Inc.	Kenworth Truck Company, Division of PACCAR Inc.
ALL SOUTH SHORE MEDICAL SUPPLY INC	Lion Buses Inc
Amthor International	LOS ANGELES TRUCK CENTERS
ARCH EQUIPMENT GROUP LLC	Mack Trucks
ATS Traffic	Mitsubishi Fuso Truck of America, Inc.
Autocar Truck, LLC	Motiv Power Systems
Beaufurn	Motor Power Equipment Co
BOYER FORD TRUCKS SIOUX FALLS INC	Navistar, Inc
Boyer Ford Trucks, Inc.	PB Loader Corporation
Brandt Truck Rigging & Trailers	Peterbilt Motors Company
BRANDT TRUCK RIGGING & TRAILERS	Peterbilt Motors of New York City, LLC
Buckeye Truck Equipment Inc. BYD Motors LLC	Phenix Enterprises, Inc.
BYD Motors LLC	Phoenix Cars LLC

Cal-Lift, Inc.	Prime Vendor Inc.
Certified Stainless Service, Inc.	Prisoner Bench LLC.
Cervus Equipment Peterbilt	Recycle Coach
Chapman Ford of Horsham	Redhead Equipment
Chas S Winner Inc	Rush Enterprises Inc
Crane Carrier Company	SEA Electric LLC
Custom Truck & Equipment LLC	Sheridan County
Custom Truck Equipment	Stellar Industries, Inc.
Daimler Trucks North America	Sterling Truck and Trailer Sales Ltd
Dejana Truck & Utility Equipment Comp, LLC	Structural Metal Fabricators Inc.
Doggett Freightliner of Arkansas	Sunbelt Rentals of Canada
Don Brown Bus Sales, Inc.	TEC Equipment
Dunlop Western Star Truck Centres Ltd.	TGT TRANSPORT, INC.
Eco Vehicle Systems LLC	Tom Graddy Enterprises of Austin, LLC
eRepublic, Inc.	Transport Equipment, Inc.
Expertec Van Systems Inc.	Transteck, Inc.
Federal Contracts Corp	US Fire Equipment, LLC
H & H SALES COMPANY INC	Valor Holdings LLC
Hempstead Lincoln Mercury Motors Corp.	Viking Cives Midwest Inc.
HENDERSON PRODUCTS INC	Volvo Trucks North America, LLC
Hino Motors Sales U.S.A., Inc.	Warner Industries Ltd
Hunter Truck Buffalo	Warren Equipment Inc
I State Truck Center	Western Star Trucks (North) Ltd.
Industrial Power LLC	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on June 9, 2020 at 4:32 pm CT. Proposals were received from the following:

72 HOUR, LLC  
ADOMANI, Inc.  
Amthor International  
Autocar Truck, LLC  
Boyer Ford Trucks, Inc.  
BYD Motors, LLC  
Certified Stainless Service, Inc.  
Chas S Winner, Inc.  
Crane Carrier Company  
Daimler Trucks North America  
Don Brown Bus Sales, Inc.  
Eco Vehicle Systems, LLC.  
Federal Contracts Corp.  
Hino Motors Sales U.S.A., Inc.  
Industrial Power, LLC  
Kenworth Truck Company, Division of PACCAR, Inc.

Lion Buses, Inc.  
LOS ANGELES TRUCK CENTERS  
Mack Trucks  
Navistar, Inc.  
Peterbilt Motors Company  
Phoenix Cars, LLC  
Redhead Equipment  
Structural Metal Fabricators, Inc.  
Volvo Trucks North America, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, Procurement Lead Analyst  
Carol Jackson, Procurement Analyst  
Brandon Town, Procurement Analyst  
Craig West, Procurement Analyst

**The findings of the Proposal Evaluation Committee are summarized as follows:**

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Autocar Truck, LLC is a medium and heavy-duty truck manufacturer selling and servicing Class 7 and 8 chassis. They bring four product lines in a variety of configurations, including options for CNG. Their dealer network has a presence in all states and provinces and their products are backed by a solid warranty. Autocar Truck is offering Sourcewell Participating Agencies competitively discounted pricing.

Certified Stainless Service, Inc. dba West-Mark, is offering their full line of Class 4-8 chassis, as well as turn-key truck solutions including D.O.T. Code tanks, vacuum tanks and specialty equipment of all types in stainless steel, aluminum, and mild steel. They provide customer service to Sourcewell Participating Entities in the United States and Canada. West-Mark offers a significant discount on their products along with volume discounts.

Crane Carrier Company is a chassis manufacturer offering a wide selection of class 6, 7 and 8 low-entry chassis available in diesel, CNG and electric-hybrid options. Their chassis are backed by a solid warranty with optional extended warranty and service contract options. Sourcewell Participating Agencies in the US and Canada will be able to receive sales and service support through a large dealership network. Crane Carrier Company is offering a competitive discount off of catalog pricing.

Kenworth Truck Company offers truck chassis in Classes 5, 6, 7 and 8 that are available at over 400 dealers in the United States and Canada. Their technology advances include increased safety, improved fuel economy, navigation systems, diagnostic tools and proactive diagnostic and repair planning before the truck reaches the shop. Kenworth Truck Company is offering Sourcewell Participating Entities a solid discount off their list pricing.

Lion Buses is a zero-emission heavy-duty battery electric truck and bus manufacturer, that has a proven track record with vehicle ranges of up to 250 miles per charge. Their trucks feature a tight turning radius, and



optimization of visibility to enhance safety. Lion offers Participating entities volume discounts along with their substantial discounted list pricing.

Mack Trucks, Inc. includes truck chassis alternatives in Class 6, 7 and 8 with sales through 432 dealer locations in the United States and Canada. They have a dedicated UpTime Center staffed with over 600 people providing live support 24/7/365. All Mack powered trucks come standard with connectivity and remote monitoring of the Mack engine, transmission and after-treatment systems. Sourcewell Participating Entities will have access to a variety of financing and leasing options, significant discounts, and extended service plans.

National Auto Fleet Group is offering class 4-8 chassis from 11 different manufacturers including Ford, RAM FCA, Chevrolet, HINO, ISUZU, International, Volvo, Freightliner/Western Star, MACK, Kenworth and Peterbilt. Through their direct sales force and dealerships, as well as their manufacturer partner dealer networks, they are able to sell and serve across the United States and Canada. Participating entities will receive a solid discount off MSRP.

Navistar manufactures and offers a large selection of class 4-8 chassis models to fulfill participating entity needs. Navistar is offering a considerable discount. Their extensive dealer network is positioned to serve the needs of Sourcewell participating entities across North America.

Peterbilt Motors Company is a manufacturer offering a comprehensive selection of class 5-8 truck chassis with a variety of configurations available. Participating Agencies will receive a solid discount off of list price and have access to a full range of financing options. Technological and green advances are available in their product line to include a fully electric vehicle. A wide dealer network expands across the United States and Canada and they have seven strategically located parts distribution centers to meet participating entity needs.

For these reasons, the Sourcewell Proposal Review Committee recommends award of Sourcewell Contract #060920 to:

Autocar	060920-ATC
Certified Stainless	060920-CER
Crane Carrier	060920-CRN
Kenworth	060920-KTC
Lion Buses	060920-LON
Mack Trucks	060920-MAK
National Auto Fleet	060920-NAF
Navistar	060920-NVS
Peterbilt	060920-PMC

The preceding recommendations were approved on July 21, 2020.

DocuSigned by:  
*Greg Grunig*

7DDDCFEF0883D45D...

Greg Grunig, Procurement Lead Analyst

DocuSigned by:  
*Carol Jackson*

6EE63AEDED5F46E...  
Carol Jackson, Procurement Analyst

DocuSigned by:  
*Brandon Town*

78CA93CD6377421...  
Brandon Town, Procurement Analyst

DocuSigned by:  
*Craig West*

7F41572C658B4BA...  
Craig West, Procurement Analyst

**STATEMENT OF COMPLIANCE**

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #060920 for Class 4-8 Chassis with Related Equipment, Accessories, and Services.**

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell’s bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell’s Procurement Policy.

DocuSigned by:  
*Jeremy Schwartz*

C0FD2A139D06489...  
Jeremy Schwartz, CSSBB, CPPO  
Chief Procurement Officer

# REGULAR MEETING MINUTES OF THE SOURCEWELL BOARD OF DIRECTORS

Item 18.

Tuesday, March 17, 2020

Conference Room 3 & 4

202 12<sup>th</sup> St. NE, Staples, MN 56479

Chair Wilson called the Regular Board meeting to order at 5:45p.m. with the following members present; Greg Zylka, Scott Veronen, Ryan Thomas, Sharon Thiel, Chris Kircher, Sara Nagel, and Mike Wilson. Linda Arts attended via ITV. Also present were Paul Brownlow, Verndale Public Schools, and Simoine Bolin, Mid-State Education District, Ex-Officios; Chad Coauette, Mike Carlson, Susan Nanik, Marcus Miller, Paul Drange, Jeremy Schwartz, Travis Bautz, Rebecca Grunig, Josh Meech, and Danielle Wadsworth, Sourcewell staff.

Mr. Zylka moved, seconded by Ms. Nagel to accept the agenda as presented. Motion carried.

Mr. Kircher moved, seconded by Mr. Veronen to accept the minutes of the Organizational Board Meeting held on February 18, 2020 and Regular Board Meeting held on February 18, 2020. Motion carried.

Dr. Coauette presented a COVID-19 Business Update.

Mr. Carlson presented the monthly Financial Reports.

Mr. Veronen moved, seconded by Mr. Zylka to approve the Check Register, Wire Transfer activity, and Wire Transfer-Employee Expense reimbursements as detailed in the batch reports dated March 6, 2020. Motion carried.

Mr. Veronen moved, seconded by Ms. Thiel to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added February 1-29, 2020
- Resolution to approve permission to solicit the following category:
  - a. Wireless and Wireline Telecom Management Solutions
- Resolution to approve permission to re-solicit the following categories:
  - a. Class 4-8 Chassis with Related Equipment, Accessories, and Services
- Sourcewell 2020-2021 Staffing & Program Recommendations and Rationale

Motion carried.

Mr. Miller gave an update on the Government Relations and General Counsel Departments.

Mr. Schwartz gave an update on the Operations, Procurement, and Information and Communications Technology Departments and contracts awarded in February as noted in Appendix A.

Ms. Nagel moved, seconded by Mr. Kircher to approve the Resolution to Approve Ratification of Cooperative Contracting Awards. Motion carried.

Mr. Bautz gave an update on the Membership and Marketing Departments.

Mr. Drange gave an update on the Regional Programs Department.

Ms. Nanik gave an update on the Facilities and Human Resource Departments.

Mr. Thomas moved, seconded by Mr. Zylka to approve the Personnel Recommendations. Motion carried.

Mr. Carlson gave an update on the Finance and Risk Management Departments.

Dr. Coauette gave an update on State/National Associations and Partnerships, Sourcewell Technology, Annual Board Retreat, and Minnesota Service Cooperative Conference Dates.

Ms. Nagel moved, seconded by Mr. Zylka to adjourn the meeting at 6:50 p.m. Motion carried.

## APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT  
BOARD ITEMS - March 2020

## CONSENT AGENDA ITEMS

## Requesting Board permission to Solicit the following categories:

Wireless and Wireline Telecom Management Solutions

## Requesting Board permission to Re-Solicit the following categories:

Class 4-8 Chassis with Related Equipment, Accessories, and Services

## NEW CONTRACTS

CORT Business Services Corp.	121919-COR	"Furniture Solutions with Related Accessories and Services"
Humanscale Corporation	121919-HMN	"Furniture Solutions with Related Accessories and Services"
Krueger International, Inc. (KI)	121919-KII	"Furniture Solutions with Related Accessories and Services"
OFS Brands, Inc.	121919-OFS	"Furniture Solutions with Related Accessories and Services"
Palmer Hamilton	121919-PHL	"Furniture Solutions with Related Accessories and Services"
Staples Contract & Commercial, LLC	121919-SCC	"Furniture Solutions with Related Accessories and Services"
Steelcase, Inc.	121919-STI	"Furniture Solutions with Related Accessories and Services"
Teknion, LLC	121919-TKN	"Furniture Solutions with Related Accessories and Services"
Axon Enterprise	010720-AXN	"Public Safety Video Surveillance Solutions "
Laser Aiming Systems	010720-LSR	"Public Safety Video Surveillance Solutions"
Panasonic	010720-PAN	"Public Safety Video Surveillance Solutions "
WatchGuard Video	010720-WCH	"Public Safety Video Surveillance Solutions"

## 5th YEAR RENEWALS (CONTRACT EXTENSIONS)

PureGreen Services	040215-PGE	"Storage Products or Systems with Related Accessories"
Auto Plus-Pep Boys	062916-PEP	"Automotive and Truck Replacement Parts and Tires"
Genuine Parts Company dba NAPA	062916-GPC	"Automotive and Truck Replacement Parts and Tires"
O'Reilly Auto Enterprises	062916-ORA	"Automotive and Truck Replacement Parts and Tires"
Schindler Elevator	100516-SCH	"Elevators, Escalators and Moving Walks"
ThyssenKrupp Elevator Corporation	100516-TKE	"Elevators, Escalators and Moving Walks"

## NEW eziQC CONTRACTS

## Rio Grande Valley Area TX-RGV-021920

Amstar, Inc.	TX-RGV-GC-021920-AMS	General Construction
Centennial Contractors Enterprises	TX-RGV-GC-021920-CCE	General Construction
Core Construction	TX-RGV-GC-021920-CCT	General Construction
F.H. Paschen	TX-RGV-GC-021920-FHP	General Construction
Huper Optik USA	TX-RGV-GC-021920-HOP	General Construction
Trumble Construction	TX-RGV-RC-021920-TCI	Roofing

## Gulf Coast Area TX-GC-021920

Alpha Building Corporation	TX-GC-GC-021920-ABC	General Construction
Amstar, Inc.	TX-GC-GC-021920-AMS	General Construction
AR Energy Services	TX-GC-GC-021920-ARE	General Construction
Centennial Contractors Enterprises	TX-GC-GC-021920-CCE	General Construction
Core Construction	TX-GC-GC-021920-CCI	General Construction
Dunhill Development and Construction	TX-GC-GC-021920-DUN	General Construction
F.H. Paschen	TX-GC-GC-021920-FHP	General Construction
Huper Optik USA	TX-GC-GC-021920-HOP	General Construction
Lee Construction and Maintenance	TX-GC-EC-021920-LCM	Electrical

Lee Construction and Maintenance	TX-GC-F-021920-LCM	Flooring
Lee Construction and Maintenance	TX-GC-GC-021920-LCM	General Construction
Lee Construction and Maintenance	TX-GC-P-021920-LCM	Painting
RoofConnect Logistics	TX-GC-RC-021920-RCL	Roofing
RoofConnect Logistics	TX-GC-W-021920-RCL	Waterproofing
Trumble Construction	TX-GC-RC-021920-TCI	Roofing
TSG Industries	TX-GC-GC-021920-TSG	General Construction
<b>eziQC ANNUAL RENEWALS</b>		
Johnson-Laux Construction, LLC	OHGCAGCOMC-020618-JLC	
The K Company, Inc.	OHGCAHVOMA-020618-TKC	
Custom Controls Group	OHGCAHVOMB-020618-CCG	
Centennial Contractors Enterprises, Inc.	OHGCAGCOMD-020618-CCE	
West Roofing Systems, Inc.	OHGCAROMA-020618-WRS	
Custom Controls Group	OHGCAROMB-020618-CCG	
Barbicas Construction Company, Inc.	OHGCAAPOMA-020618-BCC	
Ohio Paving and Construction Company, Inc.	OHGCACOMA-020618-OPC	
Henderson Contracting Co. LLC	OHGCAGCMBB-020618-HCC	
Price Builders and Developers	OHGCAGCMBA-020618-PBD	
Empire Paving, LLC	OHGCAAPOMB-020618-EMP	
Foti Contracting LLC	OHGCAGCOMB-020618-FCL	
Regency Construction Services Inc	OHGCAGCOME-020618-REG	
Irizar Electric LLC	OHGCAEOMA-020618-IEL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OHGCAGCOMA-020618-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OHGCOAGCOMA-022718-FHP	
Armcorp Construction, Inc.	OHGCOAGCOMB-022718-ACI	
Foti Contracting LLC	OHGCOAGCOMC-022718-FCL	
Custom Controls Group	OHGCOAGCOMD-022718-CCG	
Johnson-Laux Construction, LLC	OHGCOAGCOME-022718-JLC	
Armcorp Construction, Inc.	OHGCOAEOMA-022718-ACI	
Whalen Electric LLC	OHGCOAEOMB-022718-WHE	
Armcorp Construction, Inc.	OHGCOACOMA-022718-ACI	
The K Company, Inc.	OHGCOAHVOMA-022718-KCO	
Custom Controls Group	OHGCOAHVOMB-022718-CCG	
Custom Controls Group	OHGCOAROMA-022718-CCG	
K & W Roofing, Inc.	OHGCOAROMB-022718-KWR	
Price Builders and Developers	OHGCOAGCMBB-022718-PBD	
McDaniel's Construction Corp., Inc.	OHGCOAGCMBA-022718-MCC	
<b>eziQC EXTENSIONS</b>		
Centennial Contractors Enterprises, Inc.	VA01VGC-021417-CCE	
The Matthews Group	VA01NGC-021417-TMG	
FHP Tectonics Corp.	VA02NGC-021417-FTC	
Centennial Contractors Enterprises, Inc.	VA04NGC-021417-CCE	
Comfort Systems USA	VA01NM-021417-CFS	
Centennial Contractors Enterprises, Inc.	VA01HGC-021417-CCE	
Comfort Systems USA	VA01HM-021417-CFS	
Harrisonburg Construction Co., Inc.	VA02HGC-021417-HAR	

**SOURCEWELL  
STATE OF MINNESOTA**



Member Zylka moved the adoption of the following Resolution:

**RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS**

**Resolution No. 2020-22**

**WHEREAS**, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

**WHEREAS**, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

**WHEREAS**, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

**WHEREAS**, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: Mike Wilson, Greg Zylka, Scott Veronen, Sara Nagel, Ryan Thomas, Sharon Thiel, Linda Arts, Chris Kircher

and the following voted against: NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

  
Clerk to the Board of Directors

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT  
BOARD ITEMS -August 2020**

<b>CONSENT AGENDA ITEMS</b>	<b>Requesting Board permission to Solicit the following categories:</b>
	Rink Systems, Arena Supplies, and Mechanical with Related Equipment and Services
	Skate Parks, Bike Parks, and Pump Tracks with Related Equipment and Services
	Open Air Structures and Recreation Buildings with Related Equipment and Services
	Outdoor Fitness Equipment with Related Accessories & Services
	Playground and Water Play Equipment with Related Accessories & Services
	<b>Requesting Board permission to Re-Solicit the following categories:</b>

<b>NEW CONTRACTS</b>		
Peterbilt Motors Company	060920-PMC	Class 4-8 Chassis with Related Equipment, Accessories and Services
The Lion Electric Co.	060920-LON	Class 4-8 Chassis with Related Equipment, Accessories and Services
West-Mark (Certified Stainless)	060920-CER	Class 4-8 Chassis with Related Equipment, Accessories and Services
National Auto Fleet Group	060920-NAF	Class 4-8 Chassis with Related Equipment, Accessories and Services
Crane Carrier Company	060920-CRN	Class 4-8 Chassis with Related Equipment, Accessories and Services
Autocar Truck	060920-ATC	Class 4-8 Chassis with Related Equipment, Accessories and Services
Navistar Inc.	060920-NVS	Class 4-8 Chassis with Related Equipment, Accessories and Services
Kenworth Truck Company	060920-KTC	Class 4-8 Chassis with Related Equipment, Accessories and Services
Mack Trucks	060920-MAK	Class 4-8 Chassis with Related Equipment, Accessories and Services

<b>5th YEAR RENEWALS (CONTRACT EXTENSIONS)</b>		
Ford Motor Co.	061015-FMA	Fleet Related Maintenance Equipment
Syn-tech Systems, Inc.	022217-SYS	Fleet Management and Related Technology

<b>NEW ezIQC CONTRACTS</b>		
Company Name	Contract Number	Type of Work and Region

<b>ezIQC RENEWALS</b>		
J.J. Morley Enterprises, Inc.	GA10-1-072115-JME	
Greene & Burdette Property Management, LLC	GA07-2-072115-GBP	
Rubio and Son Interiors, Inc.	GA07-1-072115-RSI	
Red Cloud Services, LLC	GA05-1-072115-RCS	
Engineering Design Technologies, Inc.	GA04-1-072115-EDT	
HCR Construction, Inc.	GA03-3-072115-HCR	
Osprey Management, LLC	GA03-2-072115-OML	
Johnson-Laux Construction, LLC	GA03-1-072115-JLC	
Astra Construction Services, LLC	GA02-2-072115-ACS	
Prime Contractors, Inc.	GA02-1-072115-PCI	
Centennial Contractors Enterprises, Inc.	GA-072115-CCE	
JOC Construction	GA-072115-LRI	
F.H. Paschen, S.N. Nielsen & Associates, LLC	GA-072115-FHP	
Brown & Root	GA-072115-KBR	



## International Truck, Navistar, Inc. #060920-NVS

Pricing for contract #060920-NVS offers Sourcewell participating agencies the following discounts:

- 24% to 52% off List Price for MV, HV, HX, RH, LT Series and Lonestar models. Discount is model specific.
- \$6,000 off List Price on CV Series depending on configuration.
- Additional volume discounts are also available.
- International Dealer Network has ability to work with upfit/body providers.

**ADDITIONAL TERMS AND CONDITIONS  
UNDER COOPERATIVE CONTRACT SOURCEWELL 060920**

**AGREEMENT:** This set of Additional Terms and Conditions is incorporated into Sourcewell 060920 in its entirety and, upon execution by New Braunfels Utilities, a Texas municipally owned utility (“NBU”), and Navistar, Inc. dba International Truck, a Delaware corporation authorized to transact business in the state of Texas (“Vendor”), constitutes the Parties’ Agreement (“Agreement”). All other terms and conditions of the Sourcewell Contract 060920-NVS, and all documents incorporated therein, not modified or amended by this set of Additional Terms and Conditions shall remain in full force and effect. No change, modification or revision to the Agreement shall be binding unless made in writing and signed by the Parties.

**COMPLETION:** Time is of the essence in the performance of this Agreement. If Vendor fails to effect delivery or performance of the associated goods or services required by NBU in accordance with the requirements of this Agreement, in addition to its other rights and remedies hereunder, NBU shall have the right to terminate this Agreement by notice effective when received by Vendor or after the expiration of five (5) days from the date of mailing of such notice, whichever occurs first. Such termination shall be effective as to goods not yet received by NBU or services not yet rendered, regardless of their transit status.

**PRICES:** Vendor warrants that the prices quoted to NBU in the Quote # 14835-01 dated July 8, 2024; Quote #15381-01 dated August 19, 2024; and Quote #15382-01 dated August 19, 2024 at the time of sale includes all costs incurred by Vendor for shipment of all goods under this Agreement. In the event of any price reduction between execution of the Agreement and delivery of the goods, NBU shall be entitled to such reduction, which shall be reflected as a deduction on the next invoice or refunded to NBU within 30 days, whichever is sooner.

**SHIPMENT AND DELIVERY:** All goods made the subject hereof are to be suitably prepared and packaged for shipment in accordance with good commercial practice so as to effect safe delivery and freedom from weather or other damage and to meet the carrier’s requirements. All damages to such goods occurring prior to delivery will be charged to Vendor. No charges will be allowed for packing, crating or carriage unless stated in the Agreement. If, in order to comply with NBU’s required delivery date, it becomes necessary for Vendor to ship by a more expensive way than specified in the Agreement any such increased transportation costs shall be solely borne and paid by Vendor, and Vendor shall not pass these increased transportation costs onto NBU. All deliveries shall be f.o.b point designated in these Additional Terms and Conditions or as specified in writing by NBU. Cost of all return shipments, for whatever reason returned, shall be borne by Vendor with title and risk of loss passing at NBU’s point of shipment, unless otherwise specified by NBU at the time of return.

**INSPECTION:** NBU shall have a reasonable time after delivery or performance to inspect the items delivered or the services performed. All such items or services must conform to the specifications, instructions, drawings and data set forth in the Agreement and Quote. NBU may reject and refuse acceptance of any items or services which do not so conform. NBU shall notify Vendor of such rejection by either written notice and by the return to Vendor of the rejected good.

Vendor shall be solely responsible for any risk and costs or expenses associated with return of rejected or nonconforming goods.

**REJECTION OF GOODS AND WORKMANSHIP:** NBU shall have the right to reject furnished goods or workmanship that are defective or otherwise fail to meet the terms and conditions of the Agreement. Rejected goods shall be satisfactorily replaced with proper goods without charge to NBU, and Vendor shall promptly segregate and remove rejected goods from the point designated. If Vendor does not correct defective workmanship or replace the rejected goods within a reasonable time, NBU may do so and charge all costs, damages, fees, and expenses to Vendor including, without limitation actual, consequential and incidental damages.

**SHOP DRAWINGS, SUBMITTALS, QUALITY OF GOODS:** Vendor shall confirm that all goods are in strict accordance with the Agreement and Quote. Where required, prior to shipment, Vendor shall provide shop drawings or submittals sufficient to demonstrate compliance with the Agreement for NBU's review and approval. A failure of NBU to discover or reject goods not in accordance with the Agreement shall not be deemed an acceptance thereof or a waiver of defects therein. No payment or use of goods provided by Vendor shall be construed as an acceptance of goods which are not strictly in accordance with the Agreement.

**WARRANTIES / GUARANTEES:** Vendor expressly warrants that the goods and services covered hereunder shall be free of defects and all services shall be performed in a good and workmanlike manner consistent with industry standards ("Services Warranty"). A minimum of a ninety (90)-day product or service guaranty of the manufacturer's standard commercial warranty, whichever is greater, will apply to all goods and services provided under this Agreement. All warranties shall run to NBU and subsequent owners of goods or services covered hereunder.

Vendor warrants that all equipment, products, and services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the equipment, products, and services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors agree to assist NBU in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to NBU.

**INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS NBU AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES OR OTHER CONSULTANTS' FEES, OF ANY KIND RESULTING FROM VENDOR'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT, FAILURE OF GOODS, OR ACTS RESULTING IN BODILY INJURY OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT OF THE NEGLIGENCE OR OTHER FAULT OF VENDOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS OF ANY TIER.**

**NO DAMAGES FOR DELAY:** Vendor shall have no right to claim any damages against NBU, including consequential or incidental damages, as a result of delay. Extension of time for Vendor's performance is conditioned upon NBU's approval of an extension of time to the contract or delays claimed by Vendor. Failure of Vendor to make a claim promptly shall be deemed a waiver of the right to a claim for an extension of time for the particular cause.

**TERMINATION:** NBU may terminate this Agreement without cause by providing 30 days' written notice to Vendor. NBU may terminate this Agreement or any part thereof for cause in the event of any default by Vendor, or if Vendor fails to comply with any of the terms and conditions of this Agreement. The Uniform Commercial Code of the State of Texas ("UCC") shall apply to NBU's rights and remedies under commercial transactions. NBU reserves all rights, remedies, and warranties, express and implied, under the UCC. Vendor may not terminate this Agreement unless NBU fails to provide payment for goods and/or associated services expressly accepted by NBU.

**TAXES:** NBU is exempted from all city, state, and federal excise taxes. DO NOT include tax on your invoice. NBU's Federal ID Number is 74-6001783.

**INSURANCE:** Per the Sourcewell Contract, Vendor will secure and maintain throughout the term of this Agreement at least the minimum insurance coverages specified in the Sourcewell Contract. Promptly, upon execution of this Agreement and upon future request from NBU, Vendor shall provide proof of such insurance coverage by providing a Certificate of Insurance demonstrating compliance with the insurance coverages to NBU listed as additional insured. Vendor will provide an updated Certificate of Insurance to NBU prior to the expiration of each applicable policy.

**PAYMENT:** Invoices will be paid within 30 days after receipt of the items or completion of required services. Payment for the goods delivered under this Agreement shall not be acceptance of such goods. Goods shall only be deemed accepted when they have actually been counted, inspected, and tested by NBU and found to be in conformance with this Agreement. However, failure to inspect or test by NBU shall not relieve Vendor of any responsibility hereunder.

**REMEDIES:** The rights and remedies reserved to NBU herein, except where expressly stated to be exclusive, shall be cumulative and in addition to any other or further rights and remedies provided by law or equity. No waiver of any breach of these provisions shall be deemed to constitute a waiver of any other breach.

**DISPUTE RESOLUTION:** The Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws principles. In the event that a dispute arises between NBU and Vendor, the parties agree to submit said disputes to a court of competent jurisdiction in Comal County, Texas for resolution.

**TEXAS PUBLIC INFORMATION ACT:** Vendor recognizes that NBU is subject to the disclosure requirements of the Texas Public Information Act (the "PIA"). As part of its obligations under this Agreement, Vendor agrees, at no additional cost to NBU, to cooperate with NBU for any particular needs or obligations arising out of the NBU's obligations under the PIA. This acknowledgement and obligation are in addition to and complimentary to the NBU's audit rights.

This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU in a fiscal year of NBU.

Vendor must (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to NBU for the duration of the Agreement; (2) promptly provide to NBU any contracting information related to the Agreement that is in the custody or possession of Vendor on request of NBU; and (3) on completion of the Agreement, either:

- (i) provide at no cost to NBU all contracting information related to the Agreement that is in the custody or possession of Vendor; or
- (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to NBU.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Vendor agrees that the Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

**ELECTRONIC SIGNATURES:** Pursuant to Chapter 322 of the Texas Business and Commerce Code, as amended, the parties agree to the use of electronic signatures herein and that the use of an electronic signature, whether digital or encrypted, is intended to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures.

#### **REPRESENTATIONS:**

Prohibition on Contracts with Companies Boycotting Israel. Vendor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. The foregoing verification is made solely to comply with Section 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “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. Vendor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Vendor and exists to make a profit.

Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited. Vendor represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and

maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law and excludes Vendor and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Vendor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Vendor and exists to make a profit.

Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia. To the extent this Agreement relates to critical infrastructure in the State of Texas, Vendor represents the following:

- (A) it is not owned by or the majority of stock or other ownership interest in Vendor is not held or controlled by:
  - i. individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code, as amended ("designated country"); or
  - ii. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
- (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

The foregoing representation is made solely to comply with Chapter 2274 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, "critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

Prohibition on Contracts with Companies Boycotting Energy Companies. Vendor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "boycott energy companies" has the meaning used in Section 809.001 of the Texas Government Code, as amended. Vendor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Vendor and exists to make a profit.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. Vendor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.


The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. Vendor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Vendor and exists to make a profit.

Executed and effective this 5th day of November, 2024.

**NBU:**  
**NEW BRAUNFELS UTILITIES,**  
a Texas municipally owned utility

**VENDOR:**  
**NAVISTAR, INC.**  
**DBA INTERNATIONAL TRUCK,**  
a Delaware corporation authorized to transact  
business in the state of Texas

By: \_\_\_\_\_  
Name: Ryan Kelso  
Title: Chief Executive Officer

By:   
Name: Wes Honester  
Title: 11/5/24





Sourcewell  
Awarded Contract  
Contract # 060920-NVS

Item 18.

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:	
<b>Sourcewell Member:</b>	NEW BRAUNFELS UTILITIES	KYRISH TRUCK CENTERS	
<b>Contact:</b>	PAUL MATA	WES GONZALEZ	
<b>Address:</b>	355 FM-306 EAST	1380 ACKERMAN ROAD	
<b>City/State/Zip:</b>	NEW BRAUNFELS, TX 78130	SAN ANTONIO, TX 78219	
<b>Phone:</b>	830-629-8400	210-661-8371	
<b>Email:</b>	<a href="mailto:PMATA@NBUTEXAS.COM">PMATA@NBUTEXAS.COM</a>	<a href="mailto:WGONZALEZ@KYRISHTRUCKS.COM">WGONZALEZ@KYRISHTRUCKS.COM</a>	

Proposal Number	14835-01
Date	7/8/2024
Quantity of this Specification	3
Single Sourcewell Transaction Total Volume	1

Chassis		
New 2025 International HV607 6x4 Chassis		\$ 167,133.00
Base Chassis List	\$ 121,554.00	
Options List	\$ 45,579.00	
Sourcewell Contract Discount	31.0%	\$ (51,881.46)
Volume Incentive		\$ -
Material Price Increases		\$ -
Net Sourcewell Chassis Price		\$ 115,251.54
Sourcewell Partner Body		
		\$ -
Handling Fee	4.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
Curry Dump Body		\$ 38,479.00
Handling Fee	5.00%	\$ 1,923.95
Additional Post Build Work		
		\$ -
Handling Fee	5.00%	\$ -
Service Contracts		
		\$ -
Additional Freight		
Freight from Curry to Kyrish Truck Centers		\$ 500.00
Delivery to NBU		\$ 250.00
Additional Floorplan		
		\$ -
Additional Fees & Taxes		
Title Transfer Fee		\$ 53.00
Document fee		\$ 150.00
Pre Delivery Inspection		\$ 250.00
<b>Final Sourcewell Per Vehicle Price FOB NEW BRAUNFELS</b>		<b>\$ 156,857.49</b>
<b>Final Sourcewell Total Vehicle(s) Price</b>		<b>\$ 470,572.46</b>
Additional Sourcewell Qualified Content		
Customer Parts Credit - Fleet Charge only		\$200
A26 Incremental Parts Credit - Fleet Charge only		\$200
Silver Package Award		\$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.



Item 18.

**Sourcewell**  
 Awarded Contract  
 Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Truck. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:	
Sourcewell Member:	NEW BRUANFELS UTILITIES	KYRISH TRUCK CENTERS	
Contact:	PAUL MATA	WES GONZALEZ	
Address:	355 FM 306	1380 ACKERMAN ROAD	
City/State/Zip:	NEW BRAUNFELS, TX 78130	SAN ANTONIO, TX	
Phone:	830-608-8936	210-661-8371	
Email:	PMATA@NBUTEXAS.COM	WGONZALEZ@KYRISHTRUCKS.COM	

Proposal Number	15381-01
Date	8/19/2024
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International CV515 Chassis			\$ 76,743.00
Base Chassis List	\$ 58,244.00		
Options List	\$ 18,499.00		
Sourcewell Contract Discount	\$ 6,000.00		\$ (6,000.00)
Volume Incentive			\$ -
Freight			\$ 1,950.00
Raw Material Increase			\$ -
Chassis Handling Fee (Limited to \$1500)			\$ 1,500.00
Net Sourcewell Chassis Price			\$ 74,193.00
Sourcewell Partner Body			
			\$ -
			\$ -
	4.00%		\$ -
Non-Sourcewell Dealer Supplied Body			
CURRY INSTALLED 108" DAKOTA BODY			\$ 35,341.00
Handling Fee	5.00%		\$ 1,767.05
Additional Post Build Work			
PDI			\$ 250.00
			\$ -
			\$ -
Handling Fee	5.00%		\$ 12.50
Service Contracts			
ESC Warranty			\$ -
			\$ -
			\$ -
Additional Freight			
DELIVERY TO NBU			\$ 200.00
			\$ -
Additional Floorplan			
			\$ -
			\$ -
Additional Fees & Taxes			
WEIGHT SLIP			\$ 13.50
TEMPORARY TAG			\$ 5.00
STATE INSPECTION			\$ 7.00
<b>Final Sourcewell Per Vehicle Price FOB NEW BRAUNFELS, TX</b>			<b>\$ 111,789.05</b>
<b>Final Sourcewell Total Vehicle(s) Price</b>			<b>\$ 111,789.05</b>

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	\$200
Silver Package Award	\$1,200

**Terms:** Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Truck. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:	
Sourcewell Member:	NEW BRUANFELS UTILITIES	KYRISH TRUCK CENTERS	
Contact:	PAUL MATA	WES GONZALEZ	
Address:	355 FM 306	1380 ACKERMAN ROAD	
City/State/Zip:	NEW BRAUNFELS, TX 78130	SAN ANTONIO, TX	
Phone:	830-608-8936	210-661-8371	
Email:	PMATA@NBUTEXAS.COM	WGONZALEZ@KYRISHTRUCKS.COM	

Proposal Number	15382-01
Date	8/19/2024
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis		
New 2025 International CV515 Chassis		\$ 76,835.00
Base Chassis List	\$ 58,244.00	
Options List	\$ 18,591.00	
Sourcewell Contract Discount	\$ 6,000.00	\$ (6,000.00)
Volume Incentive		\$ -
Freight		\$ 1,950.00
Raw Material Increase		\$ -
Chassis Handling Fee (Limited to \$1500)		\$ 1,500.00
Net Sourcewell Chassis Price		\$ 74,285.00
Sourcewell Partner Body		
		\$ -
		\$ -
	4.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
CURRY INSTALLED 108" DAKOTA BODY		\$ 38,932.00
Handling Fee	5.00%	\$ 1,946.60
Additional Post Build Work		
PDI		\$ 250.00
		\$ -
		\$ -
Handling Fee	5.00%	\$ 12.50
Service Contracts		
ESC Warranty		\$ -
		\$ -
		\$ -
Additional Freight		
DELIVERY TO NBU		\$ 200.00
		\$ -
Additional Floorplan		
		\$ -
		\$ -
Additional Fees & Taxes		
WEIGHT SLIP		\$ 13.50
TEMPORARY TAG		\$ 5.00
STATE INSPECTION		\$ 7.00
<b>Final Sourcewell Per Vehicle Price FOB NEW BRAUNFELS, TX</b>		<b>\$ 115,651.60</b>
<b>Final Sourcewell Total Vehicle(s) Price</b>		<b>\$ 115,651.60</b>

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	\$200
Silver Package Award	\$1,200

**Terms:** Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.



**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:** Justin Stroupe      **Reviewed by:** Greg Brown  
 Operational Technology      Chief Technology and Security  
 Manager      Officer

**Submitted by:** Greg Brown      **Approved by:** Ryan Kelso  
 Chief Technology and      Chief Executive Officer  
 Security Officer

**RECOMMENDED ACTION:** Authorize the CEO to Negotiate and Execute a Materials and Ongoing Services Agreement with Anixter, Inc. for the Purchase of Itron Network Integrated Devices, Software Tools, and Software as a Service

## BACKGROUND

To continue supporting, enhancing, and expanding the Dynamic Connections Automated Metering Infrastructure (“AMI”) project that began in 2015, New Braunfels Utilities (“NBU”) must procure meters and hardware to maintain the AMI, support new customers, and replace aging infrastructure. As a result of AMI, NBU continues to improve its reliability through System Average Interruption Duration Index (“SAIDI”) and System Average Interruption Frequency Index (“SAIFI”) reductions and over \$1,500,000 saved from reduced truck rolls.

NBU staff has determined that Anixter, Inc. is a sole-source provider of the Itron Networked Solutions Network Interface Cards. Section 252.022(a)(7) of the Texas Local Government Code provides an exemption from competitive bidding requirements for items that are available from only one source, including captive replacement parts or components for equipment. Because Anixter, Inc. is the only distributor of products compatible with NBU’s existing Automated Metering Infrastructure, the meters and materials qualify for an exemption from competitive bidding requirements.

The Agreement with Anixter, Inc. to purchase additional AMI Meters, Materials, and Software as a Service (“SaaS”) is for one year with four one-year renewals.

NBU staff requests that the Board of Trustees approve this Agreement with Anixter Inc.

These items are being presented to the Board because the total amount of the Agreement exceeds \$250,000.00.

**FINANCIAL IMPACT**

---

The total contract amount for the Procurement of AMI Meters, Materials, and SaaS fees for the Project is not to exceed \$10,000,000. SaaS fees are forecasted to be \$4.1 million over five years, with the remaining fees being allotted for electric meters and water endpoints for replacements and new sets.

**LINK TO STRATEGIC PLAN**

---

**Infrastructure and Technology**

**Customers and Community**

**EXHIBITS**

---

1. NBU AMI Contract Agreement Materials and Services

**AUTOMATED METERING INFRASTRUCTURE AGREEMENT  
MATERIALS AND ONGOING SERVICES**

This Automated Metering Infrastructure Agreement (hereafter "Agreement") is made and entered into this 18th day of November, 2024, by and between:

Anixter Inc., a Delaware corporation, and its affiliates and subsidiaries  
225 W Station Sq Dr, Ste 700  
Pittsburgh, Pennsylvania 15219  
(Referred to herein as "Anixter")

And New Braunfels Utilities  
263 Main Plaza  
New Braunfels, Texas 78130  
(Referred to herein as "NBU" or "Purchaser")

Collectively, Anixter and NBU are sometimes referred herein to as "Parties".

RECITALS

- A. Itron is in the business of designing, manufacturing and selling Itron Products and Itron Services that when fully deployed form systems that enable two-way electronic communications between electricity meters and other devices that are part of an electric utility's electric distribution system, including, but not limited to, the collection of data from Aclara electricity meters and the remote disconnection and reconnection of electric service at the feature-enabled electricity meters. Anixter will cause Itron to perform the services required to be performed by Itron under this Agreement.
- B. Anixter is in the business of purchasing and delivering Itron and Aclara Equipment which, with the addition of Itron Software and Itron Services provided by Itron, form such Systems for electric utilities that enable such two-way electronic communications with the electric utility's electricity meters.
- C. NBU is a municipal utility owned by the City of New Braunfels and has previously purchased and deployed a system comprised of Itron Products and Itron Services (hereafter the "System") installed to enable such two-way electronic communications between NBU's electricity meters and other devices that are part of NBU's electric, water and waste water distribution systems. This purchase was made under the Automated Metering Infrastructure Agreement between Anixter (Formerly HD Supply Power Solutions, Ltd.) and NBU dated June 25, 2015, as amended.
- D. Anixter represents to NBU, upon which representations the Parties hereto acknowledge that NBU relies in signing this Agreement, that:
- i. Anixter: (1) is now, and shall remain during the entire term of this Agreement, authorized by Itron as a Reseller of Itron Products and Itron Services to NBU with respect to all Itron Products and Itron Services incorporated into the System under this Agreement; and (2) will continuously provide NBU with warranties by Anixter and/or by Itron on all Itron Products and Itron Services that become part of the System under this Agreement; and
  - ii. Anixter (1) is now, and shall remain during the entire term of this Agreement, authorized by Aclara as a Reseller of Aclara Products and Services to NBU with respect to all Aclara Products and Services incorporated into the System under this Agreement; and (2) will continuously provide NBU with warranties by Anixter and/or by Aclara on all Aclara Products and Services that become part of the System under this Agreement.
- E. Disclaimers. Some Itron and Aclara software tools that Anixter may provide enable Purchaser to change the content, programming, and configuration of Itron and Aclara Equipment. Anixter shall not be responsible or liable to Purchaser or third parties for any consequences of, or losses or damages

arising from, the use or misuse of such software tools, including but not limited to outages, device non-reachability, loss or inaccurate reading or transmission of data. Except for the express limited warranties provided by Itron and Aclara, Anixter makes no warranty of any kind, whether express, implied, statutory, or otherwise relating to the Materials. Aclara and Itron and its suppliers specifically disclaim all implied warranties of design, merchantability, fitness for a particular purpose, title and non-infringement. Aclara and Itron and its licensors and suppliers do not warrant or represent that the Software will be free from bugs or that its use will be uninterrupted, error-free, or make any other representations regarding the use, or the results of the use, of Products provided hereunder. Anixter assumes no liability or responsibility for any interruption or cessation of transmission to or from its data centers via WAN, cellular or other public communications or broadband systems.

- F. The Parties agree that Anixter shall be the general contractor to provide and/or cause to be provided and delivered to NBU all of the Materials and Services as described in this Agreement necessary to maintain the System, subject to the following:
- i. NBU shall have the right, in its sole discretion, to elect to do some or all of the on-site installation of the electricity meters and other components of the System; and
  - ii. where Itron is so designated in this Agreement to provide and/or install software and/or provide other Services relating to the System, for the prices stated in this Agreement, Itron shall be the exclusive provider of such software and services as a subcontractor of Anixter, and NBU shall be entitled to warranties directly from Itron on all such software and services provided to the System directly by Itron as a subcontractor of Anixter.

**Now, therefore,** in consideration of the above Recitals, all which shall be an integral and substantive part of this Agreement, the mutual representations, covenants and agreements set forth herein, and intending to be legally bound, the Parties agree as follows:

#### AGREEMENT

1. Definitions. The definitions contained in Exhibit B hereto (SOW) are adopted and incorporated herein, and in all other exhibits hereto, by reference. In addition, the following capitalized words and phrases shall have the following meanings for the purposes of this Agreement and all exhibits hereto, except that if there is a conflict or inconsistency between a definition in the SOW and this Agreement, the definition in the SOW shall control:
  - a) "Agreement" means this document and the following exhibits, with this document to supersede all inconsistencies thereto, all of which are attached hereto and made a part hereof, and any amendments, modifications or supplements thereto or attachments incorporated therein:
    - Exhibit A – Pricing, Fees, and Notes;
    - Exhibit B – Statement of Work applicable to the System
  - b) "Anixter Personnel" means all employees of Anixter, its subcontractors and their employees, or any other personnel assigned by Anixter to provide Work pursuant to this Agreement. Anixter Personnel shall not include NBU Personnel.
  - c) "Materials" means all of the materials, including the Itron Products described in this Agreement and/or the exhibits to this Agreement and required by this Agreement and/or at the option of NBU hereunder to be furnished and/or caused to be furnished and delivered to NBU by Anixter or its subcontractor for incorporation into use of the System according to this Agreement.
  - d) "NBU Personnel" means all employees of NBU, NBU's subcontractors and their employees, or any other persons or entities assigned by NBU to provide materials, services or labor not required of Anixter by this Agreement in furtherance of the assembly, installation, deployment and use of the System. NBU Personnel shall not include any Anixter Personnel.



- e) "Reseller" means a person or entity that is authorized by Itron, pursuant to a written agreement between them, to resell Itron Products and/or Itron Services.
- f) "RMA" means returned material authorization.
- g) "Services" means all of those services, including Itron Services, described in the exhibits to this Agreement and required by this Agreement and/or at the option of NBU hereunder to be performed or furnished and/or caused to be performed or furnished by Anixter or its subcontractor for incorporation into or use of the System according to this Agreement.
- h) "Itron" means Itron, Inc.
- i) "Itron Documentation" means any electronic or paper version of the then-current installation instructions and/or user manuals Itron customarily provides to its Resellers.
- j) "Itron Equipment" means all hardware and related accessories provided by Itron directly or indirectly through its Resellers.
- k) "Itron Firmware" means the object code version of Itron proprietary software that is embedded in Itron Equipment.
- l) "Itron Products" means all Itron Equipment, Itron Software, Itron Firmware and Itron Documentation that are provided to NBU by Itron directly or indirectly through its Reseller, as more fully described in the SOW.
- m) "Itron Services" means project management services, solution services and software support services provided by Itron directly or indirectly through its Reseller, as more fully described in the SOW.
- n) "Itron Software" means: (i) software modules which are produced by or for Itron and licensed to NBU; (ii) Itron Documentation; (iii) Itron Firmware; and (iv) software produced by third parties and embedded in software modules which are produced by Itron and licensed to NBU.
- o) "Itron Specifications" means the specifications of Itron relating to a Itron Product or a Itron Service.
- p) "WAN" means a wide area network, which is a network that supports communications between NBU's automated electricity meters and NBU's corporate network.
- q) "Work" means the work required by this Agreement to be performed and/or caused to be performed by Anixter to: (a) furnish and deliver and/or cause to be furnished and delivered all of the Materials; (b) perform and furnish and/or cause to be performed and furnished all of the Services; and (c) at the option of NBU hereunder furnish and deliver and/or the cause to be furnished and delivered all of the optional Materials and perform and/or cause to be performed all of the optional Services under the terms of this Agreement for the assembly, installation, deployment or use of the System.

## 2. Assembly, installation and deployment of the System.

- a) Subject to the terms of Exhibit A hereto, and for the prices specified in the hereinafter described Exhibits, Anixter agrees to perform and/or cause to be performed for NBU the following Work as set forth in this Agreement, as coordinated with NBU, relative to the System:
  - 1) To furnish and deliver all of the Materials to NBU, at NBU's designated point or points of delivery, and to cause all of the Services to be furnished and performed by Itron, at the sole option and discretion of NBU either as such Materials and Services are described in Exhibit A and Exhibit B hereto.

- b) NBU agrees to provide all necessary management, supervision, resources and materials required (excluding the Material, Services and other Work required to be furnished, delivered and/or performed, or caused to be furnished, delivered and/or performed, by or for Anixter pursuant to this Agreement) to permit Anixter to provide the Work as set forth in this Agreement and the SOW, including but not limited to:
- 1) Providing Anixter or Itron, as the case may be, in a timely manner and at no cost to Anixter or Itron, with the assistance, information, data relating to the Materials and Services specified in Exhibits A and B hereof, which is reasonably necessary for the performance of the Work, and which Anixter or Itron cannot reasonably collect themselves without NBU's assistance;
  - 2) Agreeing to be bound by the provisions of any direct license agreements applicable to software provided to NBU, if any, in connection with the System;
  - 3) Providing Anixter Personnel with such access to NBU's property and NBU Personnel as may be reasonably necessary for Anixter to perform the Work;
  - 4) Complying with all applicable Federal and State laws and regulations, and any of NBU's, but not others, procedures, and complying with Anixter's and sub-contractors reasonable safety requests;
  - 5) Devoting sufficient time and resources, including qualified personnel, to perform its obligations in accordance with this Agreement; and
  - 6) Ensuring that NBU Personnel cooperate with Anixter in the timely and efficient performance of Anixter's obligations under this Agreement, to the limited extent such cooperation is reasonably necessary for Anixter to timely perform under this Agreement.
3. Term. This Agreement will be effective on the latest date subscribed below, and will remain in full force and effect for a period of six (6) months from February 1, 2025, to July 31, 2025(the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for four (4) successive one-year terms (each, a "Renewal Term"), unless either party provides written notice of its intent to terminate the Agreement to the other party at least ninety (90) days prior to the expiration of any term or in the manner set forth in Section 19 or 20 of this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement will remain in full force and effect. In no event will the contract Term extend beyond July 31, 2029. Upon completion of the Work, Anixter shall deliver a final invoice, and this Agreement shall automatically terminate upon payment of such invoice, except as provided in Section 30 (Survival) hereof.
4. Time for Performance.
- a) Anixter shall use commercially reasonable efforts to perform the Work within the times set forth in this Agreement. NBU understands and agrees that the ability of Anixter to make such deliveries and provide such Service within such times may, from time to time, be dependent upon the timely issuance of purchase orders by NBU (if required) and the timely performance of NBU's obligations hereunder, and NBU agrees that it will use commercially reasonable efforts to cause NBU Personnel to perform their respective obligations in a timely fashion and to reasonably cooperate with Anixter.
  - b) Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused solely by an act or omission of the other Party, subject to Section 9 (Invoicing and Payment) hereof.

- c) Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused by unavoidable delays in shipment, delivery or taking receipt of any items sold hereunder, including delays caused by Anixter's suppliers, or loss or damage thereto, acts of God, acts of the other Party, acts of civil, regulatory or military authority, U.S. Governmental restrictions or embargoes, war, terrorism, riot, fires, strikes, flood, epidemics, quarantine, restrictions, default or unavoidable delay by supplier, unavoidable delays in transportation or uncontrollable difficulties in obtaining necessary materials, labor or manufacturing facilities due to such causes, or any other cause beyond a Party's reasonable control. In the event of such occurrence, performance shall be suspended to the extent made necessary by such forces, and the time for performance shall be extended by a period equal to the time of delay. Upon the occurrence of such an event the Party whose performance is adversely affected shall promptly notify the other Party of the nature and extent of the occurrence and the anticipated period of delay in performance. No event described in this Section 4 (Time for Performance) shall excuse any obligation to pay any amount due to the other Party for Services performed or Materials provided prior to the failure or delay of performance.
5. Purchase and Sale. NBU agrees to purchase from Anixter the Materials and Services, at the prices and in the quantities as set forth in Exhibits A and B hereto, as applicable, and on the terms and conditions set forth in this Agreement and in Exhibit A hereto. Anixter agrees to sell and provide to NBU from Itron the Materials and Services, at the prices and in the quantities as set forth in Exhibits A and B hereto, as applicable, and on the terms and conditions set forth in this Agreement and in Exhibit A hereto. Anixter shall cause all such Itron Software and Itron Services to be provided directly to NBU by Itron, and Anixter shall cause all other Materials and Services to be obtained from and provided to NBU, directly or indirectly, by Itron.
6. Stocked Materials. Anixter will stock a four (4) month supply of select electric meters and water meters with communication modules listed in Exhibit A. Stocked quantities will be determined based on previous three (3) year purchase history by NBU, and may be adjusted accordingly depending upon consumption by NBU. NBU agrees to a ninety (90) day notice of termination, and upon termination NBU will purchase in a reasonable time the remaining stock of electric meters and water meters with communication modules. Materials will be released from Anixter stock to NBU with an approved NBU purchase order on an as-needed basis, and delivered on an Anixter truck. Special arrangements may also be made by NBU to pick up meters from Anixter warehouse.
- a) Cancellation/Modification of Orders. Purchaser may change or cancel an order without charge for Meters with integrated Communications Modules, Network Equipment and all other Products Anixter provided to Purchaser by Anixter without payment of any cancellation/change fee if such change or cancellation is made prior to the commencement of the Purchase Order Lead Time. Purchaser must pay all of Anixter's reasonable costs for changes or cancellations made after commencement of the Purchase Order Lead Time. Orders from other suppliers may be cancelled by Purchaser only to the extent cancellable by Anixter. Except as set forth in Section 8, Purchaser may not return delivered Itron or Aclara Products to Anixter. "Purchase Order Lead Time" means the required minimum amount of time between Anixter's receipt of a Purchase Order and the delivery by Anixter of the Equipment to the carrier or the commencement date for Services.
7. Shipment/Delivery. Shipping costs, transit insurance (if any), import duties, and tariffs shall be borne by NBU to the extent permitted by law. Anixter reserves the right to pay such expenses and invoice NBU for cost, upon NBU's prior written consent.
8. Equipment Inspection and Acceptance. Purchaser will inspect the Equipment within fifteen (15) days following delivery to Purchaser to ascertain correct quantities and identify visible damage or deviation from the Purchase Order. Unless Purchaser provides written notice to Anixter within the inspection period that Equipment is damaged or does not meet the Purchase Order requirements, Purchaser will be deemed to have accepted the Equipment. Anixter will deliver, at Anixter's expense, Equipment to replace defective Equipment or to meet the correct quantities.
9. Invoicing and Payment.

- a) Equipment. Anixter shall invoice for the Materials listed in Exhibit A at the prices stated in said Exhibit A hereto, and subject to the terms stated in Exhibits A and B hereto, upon delivery of said Materials to NBU in accordance with this Agreement; provided, however, that Itron Equipment that is shipped by Anixter to a third party for integration with meters purchased directly by NBU shall be invoiced upon shipment by Anixter to such third party.

Services. Anixter shall invoice NBU for the Materials and Services listed on Exhibits A and B hereto at the prices on said Exhibits A and B hereto, subject to the terms stated in Exhibits A and B hereto, in accordance with Exhibit B hereto (the SOW).

- b) Payment. Unless otherwise set forth herein NBU shall pay Anixter invoices for such Materials and Services in accordance with the terms set forth herein.

10. Title, Risk of Loss and Insurance. Title to and risk of loss of Materials shall pass to NBU upon receipt of the Materials by NBU.

11. Sales and Use Taxes. Anixter shall not invoice to NBU any state, county or local sales or use taxes from which NBU is exempt due to its status as a governmental entity, and shall only invoice such taxes applicable to the amounts invoiced for the performance of the Work by Anixter under this Agreement as provided in Exhibit A hereto from which NBU is not exempt.

12. Substitution. Anixter shall have the right to provide a substitute item upon NBU written approval for an item specified in Exhibit A hereto, provided that such substituted item is in all respects functionally and qualitatively equivalent to and compatible with the specified item and is at the same or lower price as the specified item. In the event of any such substitution, Anixter shall give NBU prompt written notice of its intention to make a substitution, which notice shall set forth: (a) the reason(s) for such substitution; (b) a statement that the substituted item is in all respects functionally and qualitatively equivalent to the specified item, and the factual bases and documentary evidence for such statement; (c) disclosure of warranty terms and conditions applicable to each such substituted item of Materials; and the cost to NBU of such substituted item. Any such substitution shall be subject to acceptance and approval of NBU, and if reasonably rejected by NBU, Anixter will use commercially reasonable efforts to provide an alternative substitution item that is satisfactory to NBU.

13. Warranties.

- a) Materials. With respect to each Material to be delivered or caused to be delivered to NBU under this Agreement directly or indirectly by Anixter, Anixter shall pass through and hereby assigns to NBU from the manufacturer of such Material any warranty on such Material received from the manufacturer and that shall be at least equal in terms and duration to the warranties stated in Exhibit A or Exhibit B hereto (the SOW) or otherwise provided to NBU. Anixter excludes and disclaims all other express and implied warranties with respect to the Material, including, but not limited to, all implied warranties of merchantability and fitness for a particular purpose.

b) Services.

- 1) With respect to all the Services to be performed for NBU under this Agreement directly by Anixter, Anixter warrants that the Services shall be performed in a professional, competent and workmanlike manner by Anixter Personnel appropriately qualified and trained to perform such Services. In the event of a breach of the foregoing warranty relating to such Services occurring within twelve (12) months after the completion of the System, Anixter shall, at its sole cost and expense, re-perform such Services in a timely manner. Anixter excludes and disclaims all other express and implied warranties with respect to Services, including, but not limited to, all implied warranties of merchantability and fitness for a particular purpose.

- 2) With respect to each Service caused to be performed for NBU under this Agreement indirectly by Anixter or by a subcontractor of Anixter, Anixter shall pass through to NBU from the direct

provider of such Service a warranty on such Services at least equal in terms and duration to the warranties stated in Exhibit B hereto the (SOW) or otherwise provided to NBU.

- c. Subsections a. and b. of this Section 13 (Warranties) notwithstanding, with respect to all Materials and Services provided directly or indirectly to NBU by Itron, the warranties for such Materials and Services shall be provided to NBU by Itron as stated in Exhibit B hereto.
14. Audit. To the extent permitted by NBU's internal policies and procedures, and subject to all applicable laws and regulations, the Materials conveyed to NBU shall be subject to audits as provided in Exhibit A hereto.
15. Indemnity and Hold Harmless. For the purpose of this Section 15 (Indemnity and Hold Harmless) only, "NBU Parties" shall mean NBU, its directors, officers, agents and employees, contractors and subcontractors, assignees, subsidiaries and affiliates, and each of them, "Itron Parties" shall mean Itron, its directors, offices, agents and employees, contractors and subcontractors at any tier, and the subcontractor's directors, officers, agents and employees, and "Anixter Parties" shall mean Anixter, its directors, officers, agents and employees, contractors and subcontractors at any tier, and the subcontractor's directors, officers, agents and employees, and "Claims" shall mean claims, demands, suits or causes of action. The Parties obligations under this Section 15 (Indemnity and Hold Harmless) shall not be limited to their respective insurance coverage.
- a) Subject to Section 23 (Limitation of Liability) hereof, Anixter shall indemnify NBU Parties for any and all loss or liability, including the costs of settlements, judgments, damages and direct expense including reasonable attorney's fees, costs and expenses arising from Claims, at law or in equity, whether based on statute or regulation or on theories of contract, tort, strict liability, or otherwise, which are brought against one or more NBU Parties by or on behalf of persons other than NBU Parties involving injuries or damages to persons or property arising from or in any manner relating to negligent acts or omissions of Anixter Parties in the performance of the duties of Anixter under this Agreement. Anixter shall defend at its own expense, with counsel of its choosing, but reasonably acceptable to NBU, any suit or action brought against NBU Parties based upon such Claims. Anixter shall also indemnify NBU Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards arising from or relating to acts or omissions of Anixter Parties in the performance of the duties of Anixter under this Agreement. Anixter's obligations under Subsection (a) of this Section 15 (Indemnity and Hold Harmless) shall be reduced to the extent of the negligence or willful misconduct of NBU Parties.
- b) To the maximum extent permitted by law and subject to Section 23 (Limitation of Liability) hereof, Purchaser shall indemnify Anixter Parties for any and all loss or liability, including the costs of settlements, judgments, damages and direct expense including reasonable attorney's fees, costs and expenses arising from Claims, at law or in equity, whether based on statute or regulation or on theories of contract, tort, strict liability, or otherwise, which are brought by or on behalf of persons other than Anixter Parties for injuries or damages to persons or property arising from or in any manner relating to negligent acts or omissions of NBU Parties in the performance of the duties of NBU under this Agreement. To the maximum extent permitted by law, Purchaser shall also indemnify Anixter Parties for any and all loss or liability for fines, fees or penalties for violations of any statutes, regulations, rules, ordinances, codes or standards applicable to this Agreement arising from or relating to acts or omissions of NBU Parties in the performance of the duties of NBU under this Agreement. NBU's obligations under Subsection (b) of this Section 15 (Indemnity and Hold Harmless) shall be reduced to the extent of the negligence or willful misconduct of Anixter Parties.
16. Confidentiality. The parties agree that, as a result of the business relationship created by this Agreement, the parties will disclose certain confidential information concerning their business (including affiliates), including without limitation personal identifying information, customer account information and data, financial information, pricing, sales and marketing materials, the Documentation and all

related information (collectively, the "Information"), which constitute confidential and proprietary information and as such, such Information is deemed to be confidential, proprietary information of the Party disclosing the Information. The parties agree to keep the Information confidential and not to disclose any of the Information in any manner whatsoever except that the Information may be disclosed to the officers, employees and agents of the receiving Party who have a business need to know the Information for the sole purpose of performing obligations under this Agreement, utilizing the Materials or Itron Software or complying with any applicable law. The parties agree to ensure that all persons who have access to the Information are informed of the confidential nature of the Information and directed to comply with the terms of this provision. The parties' obligations with respect to non-disclosure of the Information will survive the termination of this Agreement. For avoidance of doubt, Information does not include Information that: (i) is or becomes generally known to the public by any means other than a breach of the obligations of Purchaser hereunder; (ii) was previously known to Purchaser as evidenced by its written records; (iii) is rightly received by the Purchaser from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the Purchaser without reference to or use of the Information. This Section 16 is subject to the requirements of Chapter 552, Texas Government Code (relating to Public Information), or successor law, and to the applicable rules and requirements of the Public Utility Commission of Texas.

17. Publicity. Neither Party shall, without the express written consent of the other Party, disclose any Information or make any news release, advertisement, or public communication regarding this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prevent either Party from making such public disclosures as it, in its sole judgment, may deem appropriate to enforce the terms of this Agreement or satisfy such Party's (or such Party's Parent's) obligations under any applicable law or requirement of any stock exchange, and NBU may publicize Information that it deems necessary or appropriate to educate utility members and/or the Public Utility Commission of Texas and its staff concerning NBU. This Section 17 is subject to the requirements of Chapter 552, Texas Government Code (relating to Public Information), or successor law, and to the applicable rules and requirements of the Public Utility Commission of Texas.
18. Insurance. In the event that Anixter's obligations hereunder require or contemplate performance of Work by Anixter's employees, or by persons or employees or agents of persons under contract to Anixter, to be done on Purchaser's property, or on property of Purchaser's customers, Anixter agrees that all such Work shall be done as an independent contractor and that the persons doing such Work shall not be considered employees of the Purchaser. Further, in such event, Anixter shall maintain the following insurance in its name:
- a) general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000) in the aggregate, at all times during the entire term of this Agreement and for three years thereafter; and
  - b) statutory workers compensation insurance as required by the laws of the State of Illinois or whichever laws are legally applicable to the Anixter Personnel on a case by case basis.
- NBU, its directors, officers, agents and employees, contractors and subcontractors, assignees, subsidiaries and affiliates shall be named as additional insureds or loss payees as such interest may appear on the policy referred to in (a), above.
19. Termination for Convenience. NBU reserves the right, at any time, to terminate this Agreement, or any portion thereof, for its sole convenience. Any such termination shall be effected by delivery of written notice of termination to Anixter specifying the extent to which this Agreement has been terminated and the date upon which the termination shall be effective. The effective date of termination shall be no earlier than ninety (90) days after the receipt of the notice of termination by Anixter. Upon receipt of such notice, Anixter, shall in good faith and using all commercially reasonable efforts, stop all Work hereunder, and shall promptly take steps to cancel existing orders, contracts and subcontracts relating to the Work. In the event of such termination, Anixter shall be entitled to receive:

- a) the contract price due Anixter for the Services actually performed and the Materials actually delivered prior to the effective date of termination;
- b) all reasonable costs reasonably incurred by Anixter specifically detailed in this Agreement prior to the effective date of termination;

No costs incurred after the effective date of the notice of termination shall be treated as a reimbursable cost and any such costs relating to taking measures reasonably required to comply with NBU's notice of termination in a prudent and business-like manner shall be borne exclusively by Anixter and/ or Itron.

## 20. Termination for Cause.

- a) NBU may terminate this Agreement for cause upon delivery to Anixter of a written notice of termination. Such notice of termination shall be given to Anixter at least thirty (30) days prior to the effective date of such termination. Such notice of termination may be given for any one of the following reasons:
  - i) if Anixter shall become insolvent, commit any act of bankruptcy, make a general assignment for the benefit of creditors, or become the subject of any proceeding commenced under any statute or law for the relief of debtors; or
  - ii) if a receiver, trustee or liquidator of any property or income of Anixter is appointed; or
  - iii) if Anixter:
    - (1) causes or permits a default in any material manner in the performance of Anixter's obligations under any of the terms, provisions, conditions or covenants contained in this Agreement; and
    - (2) further fails within sixty (60) days after written notice thereof from NBU to take reasonable steps to remedy such default.

In the event of termination for cause by NBU, Anixter shall be paid only the portion of the compensation related to Services performed and Materials ordered prior to the effective date of termination. Anixter shall also be subject to any Claim NBU may have against Anixter, including without limitation any Claims for any defaults which Anixter causes or permits that are the bases for termination for cause.

- b) Anixter may terminate this Agreement upon delivery to NBU of a written notice of termination. Such notice of termination shall be given to NBU at least thirty (30) days prior to the effective date of such termination. Such notice of termination may be given only for any one of the following reasons:
  - i) If NBU shall become insolvent, commit any act of bankruptcy, make a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or
  - ii) if a receiver, trustee or liquidator of any property or income of NBU is appointed; or
  - iii) if NBU:
    - (1) causes or permits a default in any material manner in the performance of NBU's obligations under any of the terms, provisions, conditions or covenants contained in this Agreement; and
    - (2) further fails within sixty (60) days after written notice thereof from Anixter to NBU to take reasonable steps to remedy such default.



NBU shall also be subject to a reasonable claim Anixter may have against NBU for unpaid amounts owed for prior Services performed and Materials delivered, to the limited extent such amounts are undisputed by NBU.

21. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that either Party may assign its rights (but not its obligations) under this Agreement to an Affiliate of such Party or to an entity acquiring all or substantially all of the assets of such Party without prior approval of the other Party provided that the assignee assumes in writing all of the obligations of assignor under this Agreement. In such an event, the assigning Party shall provide the other Party with prompt written notice of such assignment. As used in this Section 21 (Assignment), "Affiliate" means a business entity which either owns or controls a Party or which such Party owns or controls directly or indirectly, or is under common control directly or indirectly with such Party through a common parent business entity.
22. Representations (in addition to those contained in the Recitals to this Agreement).
- a) Anixter represents and warrants that Anixter has the authority to execute, deliver and perform its obligations under this Agreement;
  - b) NBU represents and warrants that NBU has the authority to execute, deliver and perform its obligations under this Agreement, and that NBU has obtained all required regulatory approvals to enter into and to perform its obligations under this Agreement.
23. Limitation of Liability. Notwithstanding anything contained herein to the contrary, the total aggregate liability of Anixter to NBU for any and all liability arising out of or in connection with the performance of this Agreement shall be limited to the aggregate sum of payments made by NBU to Anixter under this Agreement. In no case shall either Party be liable to the other Party for estimated loss of benefit, loss of profit, punitive, special, indirect or consequential damages.
24. Improper Use or Disclosure of Patron Data. Anixter assumes no responsibility for NBU or third party content carried on NBU's systems or on the systems provided by Itron. To the maximum extent permitted by law, Anixter shall indemnify, defend and hold NBU harmless from any claims, liabilities, losses, causes of action, damages, demands, settlements, judgments, and costs and expenses (including without limitation, reasonable attorneys' fees and costs) arising from Anixter's or Itron's improper use or disclosure of data relating to any patron of NBU. To the maximum extent permitted by law, NBU shall indemnify Anixter from and for any claims, liabilities, losses, causes of action, damages, demands, settlements, judgments, and costs and expenses (including without limitation, reasonable attorneys' fees and costs) arising from NBU's improper use or disclosure of data relating to any patron of NBU.
25. Notices. Any notices required or permitted to be given by one Party to another Party hereunder shall be in writing and signed by an authorized person for the Party giving the notice, and shall be presumed to be given if (1) personally hand delivered, (2) sent by a national overnight courier providing evidence to the sender of delivery to the addressee, or (3) U. S. Postal Service ("USPS"), registered or certified mail, return receipt requested, postage prepaid, and simultaneously by USPS regular first class mail with postage prepaid, to the respective Parties at the addresses shown below; or to such other persons at the addresses as a Party hereto may hereafter from time to time designate by written notice to all other Party hereto. Notices given by USPS as described above shall be presumed received by the addressee five (5) business days after the date of deposit with the USPS.

If to Anixter:  
 Hernan Nucci  
 Anixter Inc.  
 2301 Patriot Blvd  
 Glenview, IL 60026

With a copy to:  
 Legal Department  
 Anixter Inc.  
 2301 Patriot Blvd  
 Glenview, IL 60026

If to NBU:  
 New Braunfels Utilities  
 Attn: Chief Technology and Security Officer  
 263 Main Plaza  
 New Braunfels, Texas 78130

With a copy to:  
 New Braunfels Utilities  
 Attn: Purchasing Manager  
 263 Main Plaza  
 New Braunfels, Texas 78130

26. Compliance with Laws. Anixter shall comply with all applicable Federal, State and local laws and ordinances in the performance of its duties under this Agreement, including the state and local laws applicable where the Work is being performed.
27. Dispute Resolution. Both Parties agree to attempt to settle any dispute arising out of this Agreement or the matters that are the subject of this Agreement through good faith consultations and negotiations. If those attempts fail, the Parties agree that any disputes arising under, out of, or in relation to this Agreement shall be finally and conclusively determined in a court of competent jurisdiction located in Comal County, Texas.
28. Governing Law. Except where otherwise expressly stated herein, this Agreement shall be governed by the laws of the State of Texas.
29. Independent Contractor. Anixter shall perform and provide the Work in connection with this Agreement as an independent contractor and not as a subcontractor, agent or employee of NBU, its parent, subsidiaries, or affiliates.
30. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.
31. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no oral agreements or representations or additional written materials that revise or supplement the terms of this Agreement. No modification, amendment, revisions or supplements to this Agreement shall be enforceable unless in writing, signed by both NBU and Anixter.
32. General Provisions. Each Party hereto agrees as follows: (a) the matters set forth in the Recitals section of this Agreement are substantive parts of this Agreement; (b) the headings and titles in this Agreement are not to be interpreted as substantive parts of this Agreement; (c) this Agreement shall be interpreted such that the masculine gender includes the feminine and neutral genders (and vice-versa) and the singular number includes the plural (and vice-versa); (d) this Agreement was prepared by the common draftsmanship of all Parties hereto, and shall not be interpreted against one Party or the other as the scrivener; (e) there are no representations except as expressly contained in this Agreement; (f) this Agreement applies to, binds, and inures to the benefit of, the successors and permitted assigns of the Parties hereto; (g) any exhibit referred to herein or affixed to this Agreement is a part hereof, and incorporated herein by reference; (h) each provision of this Agreement shall be interpreted so as to be valid and enforceable to the fullest extent permitted by law, and if any provision of this Agreement is

held invalid, illegal or unenforceable with respect to any Party, the remainder of this Agreement shall remain in full force and effect as to all Parties hereto, and any provision held to be invalid, illegal or unenforceable with respect less than all Parties hereto shall remain in full force and effect as to persons other than those as to whom it is held invalid, illegal or unenforceable; (i) no waiver of a breach or default of the terms or provisions of this Agreement shall be a waiver of any preceding or succeeding breach or default of the same provision, or any other provision, of this Agreement; (j) the prevailing Party hereto in any court action or mutually agreed upon arbitration proceeding to interpret or enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and court costs related to such action or proceeding from the non-prevailing Party hereto to the extent permitted by law; (k) this Agreement shall not be binding on either Party unless and until it is fully executed by all Parties hereto; (l) each individual executing this Agreement on behalf of an entity represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with the bylaws of such entity, and that the terms of this Agreement are binding upon such entity; (m) this Agreement may be executed in counterparts, each of which shall be deemed an original; (n) a photocopy, facsimile, scanned and/or emailed copy of a signature to this Agreement shall be as valid and binding as the original signature; (o) each Party hereto shall cooperate to execute any supplementary document, and to take all additional actions, that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement; and (p) this Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors and permitted assigns.

33. NBU will pay Anixter an amount consistent with the quote provided and tables set forth herein, which amount shall not exceed the total sum of \$\_\_\_\_\_10,000,000\_\_\_\_\_ for all goods and services under the Agreement, including but not limited to all equipment, materials, services, work, software, fees and costs)

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.**

**Anixter Inc.**

**New Braunfels Utilities**  
A Texas municipal owned utility

By: 

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

Name: Joseph LaBrecque

Name: Ryan Kelso

Title: Technical Program Director

Title: Chief Executive Officer

Date: 2024-11-18

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

## Exhibit A: Pricing, Fees, and Notes: New Braunfels Utilities AMI Software and Services

### 1. Software Tools and Software-as-a-Service

UtilityIQ Application Suite (Software-as-a-Service)				
Item	Catalog Number	Term	Price	Total over 5 years
PROD: UtilityIQ SaaS Monthly Fee (AMM, MPC, FWU, Network Center)	290-001070	Per Agreement	\$40,136.65 Monthly	\$2,408,199.00
PROD: ODS SaaS Monthly Fee	295-000513	Per Agreement	\$8,101.12 Monthly	\$486,067.20
PROD: SensorIQ (Voltage) SaaS Monthly Fee (Optional software; see Note 4)	290-020044	Per Agreement	\$14,729.31 Monthly	\$883,758.60
PROD: Operations Optimizer Base Toolset and Starter Kit SaaS Monthly Fee	290-060001	Per Agreement	\$4,500.00 Monthly	\$270,000.00
TEST: UtilityIQ SaaS Monthly Fee (AMM, MPC, FWU, Network Center)	290-001074	Per Agreement	\$3,500.00 Monthly	\$210,000.00
Annual Software Maintenance: CT	290-030001	Per Agreement	\$950.00 Annually	\$4,750.00
SVC, Itron Security Manager Annual SW Maintenance	SVC-ISM-U	Per Agreement	\$860.00 Annually	\$4,300.00
ISM-Hosted Application MGMT Services - Annual Fee	3000-00281	Per Agreement	\$8800.00 Annually	\$44,000.00

**Note 1:** Pricing listed above is for Initial Term. Pricing subject to modification upon each term renewal, provided, however, that the price per endpoint as reflected in Attachment 1 will not increase from any one year to the next in excess of 5% unless documented in the form of an Amendment to Exhibit A.

**Note 2:** Pricing includes hardware, software, and hosting a Production environment to support up to 80,000 electric endpoints and 80,000 water endpoints, a Test environment to support up to 1,000 endpoints.

**Note 3:** Software Licensed under the Statement of Work.

**SaaS:** Itron hereby grants NBU a non-exclusive, non-transferable, non-assignable, limited right to access and use the software and third party applications identified in the table above for the period set forth therein, subject to NBU's compliance with the following terms of service:

- (i) NBU shall not knowingly distribute, download, or place on any Itron website or server, any content that: (a) NBU knows or has reason to believe infringes the intellectual property rights of any third party or violates any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation; (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, pornographic or indecent; or (e) contains any viruses, trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Itron reserves the right to remove any such content without prior notice to NBU, but would in such event promptly provide notice to NBU after such removal. To the maximum extent permitted by law, NBU shall indemnify Itron for and from any claims, liabilities, losses, causes of action, damages, settlements, and costs and expenses (including, without limitation reasonable attorneys' fees and court costs) arising from any third-party claims related to or generated by such content.
- (ii) NBU represents that (a) it has the legal right and authority to grant Itron access to view, store and use NBU's data to provide SaaS and related services, (b) Itron's transmission, use and storage of any such data in accordance with this agreement will not violate any applicable laws or regulations, and (c) NBU has implemented all reasonable security protocols for NBU's and its suppliers' systems, software and hosting. To the maximum extent permitted by law, NBU shall indemnify Itron from and for any claims, liabilities,

losses, causes of action, damages, judgments, penalties, settlements, costs and expenses (including, without limitation reasonable attorneys' fees and court costs) arising from any claim that any permissible access, use, or transmission of such data by Itron was unlawful or not authorized.

**Note 4:** The parties acknowledge that PROD: SensorIQ (Voltage) SaaS Monthly Fee is an optional module that NBU is not purchasing at this time. NBU may opt to purchase this module in the future by written notice to Anixter if it elects to do so, which would incur an additional associated one-time startup fee, at then-current pricing.

## 2. Equipment

Electric Meters with Integrated Communication Modules		
Item	Catalog Number	Unit Price
Form 1S-Class 100 RD I-210+C Meter with INSI NIC	727XB88035	\$259.44
Form 2S-Class 200 RD I-210+C Meter with INSI NIC	727XC88100	\$196.39
Form 2S-Class 320 RD I-210+C Meter with INSI NIC	727XF88011	\$314.58
Form 3S-Class 20 120V I-210+C Meter with INSI NIC	727XD89035	\$214.03
Form 3S-Class 20 240V I-210+C Meter with INSI NIC	SIM TO 727X389120	\$214.03
Form 4S-Class 20 I-210+C Meter with INSI NIC	727XE89029	\$214.03
Form 12S-Class 200 RD I-210+C Meter with INSI NIC	727XA88055	\$251.64
Form 16S-Class 200 KV2C Meter with INSI NIC	78AX480047	\$399.20
Form 16S-Class 320 KV2C Meter with INSI NIC	78AX480048	\$409.68
Form 9S-Class 20 KV2C Meter with INSI NIC	78AX980038	\$419.23
Form 9S-Class 20 KV2C Meter TQEVXKWB with INSI NIC	78AX980039	\$701.84
Form 2S-Class 200 KV2C Meter with INSI NIC	78AX280019	\$409.68
Form 2S-Class 200 MicroAP RD I-210+C Meter with INSI NIC	727XC88102	Call for Quote
Form 1S-Class 200 RD Itron Gen5 Riva Meter	TBD	\$210.77
Form 2S-Class 200 RD Itron Gen5 Riva Meter	TBD	\$210.77
Form 2S-Class 320 (Non-RD) Itron Gen5 Riva Meter	TBD	\$205.78
Form 3S-Class 20 120-480V Itron Gen5 Riva Meter	TBD	\$430.17
Form 4S-Class 20 Itron Gen5 Riva Meter	TBD	\$430.17
Form 12S-Class 200 RD Itron Gen5 Riva Meter	TBD	\$246.43
Form 16S-Class 200 Itron Gen5 Riva Meter	TBD	\$430.17
Form 16S-Class 320 Itron Gen5 Riva Meter	TBD	\$430.17
Form 9S(8S)-Class 20 Itron Gen5 Riva Meter	TBD	\$430.17
Form 9S/36S-Class 20 Itron Gen5 Riva Meter	TBD	\$430.17
Form 2S-Class 200 120-480V Itron Gen5 Riva Meter	TBD	\$430.17

Water Meters and Communication Modules		
Item	Catalog Number	Unit Price
Itron 500W Through-Lid Remote Mount Antenna Kit	CFG-0900-003	\$96.90
Itron 500W Gen5 Cellular Water Pit Module ECW-1700-001	ECW-1700-001 Generic Part Number Listed NBU-Specific CustPart TBD	\$124.10
ITRON MANAGED CELLULAR SERVICES – VERIZON (Annual Fee)	3000-00364	\$4.32
Itron 500W Through-Lid Mounting Kit	CFG-1601-001	\$4.40
Itron 500W Gen5 Water Pit module Water Meter	A326003	\$109.55

Network Infrastructure		
Item	Catalog Number	Unit Price
Cellular Access Point 5.0 – AT&T or Verizon	200-005006 (AT&T)	\$8,275.31
	200-005000 (Verizon)	
Antenna, Cellular AP	201-000050	\$50.49
Ethernet Access Point	200-005001	\$7,638.75
Relay 5.0, USA	210-005000	\$1,464.09
Network Battery Back Up	200-450009	\$790.80
Socket AP	20X-500005	\$1,464.09
Antenna, Socket AP, Flex Skirt	201-000089	\$34.18
Streetlight Photocell	CustPart TBD	Call for Quote
Streetlight Micro AP – AT&T or Verizon	392-050110 (AT&T)	\$1,246.93
	392-050112 (Verizon)	\$1,246.93
Bridge Master 5.0 Kit	205-005000 Kit	Call for Quote
Bridge Remote 5.0 Kit	205-005001 Kit	Call for Quote

## Exhibit B: AMI Materials and Ongoing Services Statement of Work

This AMI Materials and Ongoing Services Statement of Work (“SOW”) is entered into as of the effective date of the Agreement (“SOW Effective Date”) between Anixter, Inc. (“Anixter”) and New Braunfels Utilities (“NBU” or “Customer”), and describes the Services that Anixter, itself and through its subcontractor, Itron will provide to NBU for the ongoing servicing of Itron’s Advanced Metering Infrastructure (“AMI”) System. This SOW is subject to the terms of the Agreement between the Parties to which this SOW is attached (“Agreement”). Unless otherwise defined in this SOW, the capitalized terms will have the same meaning as in the Agreement. If there is a conflict or inconsistency between this SOW and the Agreement, the terms of this SOW will control.

### Summary

NBU and Anixter, having deployed a SmartGrid system with electric and water endpoints, wish to work together to continue to maintain and service this system for the additional term as set forth in the Agreement. This SOW includes the activities planned to maintain the AMI head end infrastructure and software (hosted by Itron), and maintain network connectivity between the Itron hosted head end system, the electric and water endpoints, and New Braunfels Utilities.

Itron will manage and operate the AMI System which will be hosted by Itron. Itron is a subcontractor of Anixter, and Anixter shall cause Itron to perform all tasks and responsibilities identified herein as Itron’s responsibilities.

### Definitions

“Access Points” or “APs” means Equipment that acts as an interface between the Neighborhood Area Network (“NAN”) and the Wide Area Network (“WAN”) that allows UtilityIQ® Software (“UIQ”) to communicate with the Endpoint.

“Agreement” means the agreement referenced in the first paragraph of this SOW.

“AMI” or “Advanced Metering Infrastructure” means hardware and software that, along with communications services, enable automated meter reading and other capabilities.

“AMI Project” means NBU’s full deployment AMI project completed previously under a separate SOW: Exhibit C to the Automated Metering Infrastructure Agreement between Anixter (Formerly HD Supply Power Solutions, Ltd.) and NBU dated June 25, 2015, as amended.

“Anchor Read” means the “register value” stored once daily in a register in the Communication Module as installed in the Integrated Meter (usually at midnight).

“AMI System” means the AMI products and technologies that Anixter and Itron will provide, including: (1) the Back Office, (2) WAN connections to/from Access Points, and (3) the NAN, exclusive of eBridges.

“AMI Traffic” means (a) communications between and among the UIQ System and Access Points, Relays and Endpoints associated with routine network management and diagnostic functions; and (b) data and communications flowing between the UIQ System and Endpoints through Itron radio frequency (“RF”) mesh network, provided that the same are related to meter reading, meter configuration, meter maintenance, meter status, and remote disconnect switch operation or status.

“Backhaul” means the WAN between the Access Points and the Itron data center (e.g., cellular 3G networks, broadband over power line (“BPL”), Wi-Fi, fibermux over Ethernet, etc.).

“Back Office” means and includes the UIQ System.

“Business Day” means weekdays excluding Itron holidays as Itron will specify annually in advance.

“Change Management Process” means the process that Anixter and Itron use to obtain approvals in order to apply Updates to the AMI System. Anixter reserves the right to modify this process as needed with prior notice to NBU.

**“Communication Module”** means Itron’s network interface card (sometimes also referred to a “NIC”), that is installed in Equipment and meters.

**“Communication Tester”** means Itron's software tool for testing and analyzing the RF network.

**“Enhanced Field Network Design”** means a design created by Itron that identifies the number and proposed locations of Access Points and Relays that will be required for the deployment area, based on the number, density, and coverage area of Endpoints, RF Mesh bandwidth requirements, and acceptance criteria. The Field Network Design is dependent upon the detailed information that NBU provides under this SOW and the quantities of devices specified therein may be modified during Network Optimization.

**“Endpoints”** means and includes Integrated Meters, Gas IMUs, Water IMUs, and any other device that the Parties agree in writing is an Endpoint.

**“Equipment”** means all Itron hardware and related accessories Anixter provides to NBU under the Agreement. Unless otherwise expressly designated as Equipment, Equipment does not include stand-alone third party hardware.

**“Fees”** means all amounts payable to Anixter by NBU under this SOW as shown in Exhibit A of the Agreement.

**“Field Service Unit (FSU)”** means a 900MHz Frequency Hopping Spread Spectrum (“FHSS”) radio provided by Itron that works with a laptop or handheld computer to provide field service personnel the ability to wirelessly interrogate Itron’s radio communication network devices.

**“Final Field Network Design”** means the document that will be provided to NBU after all activities of Network Optimization, including the installation of any additional Access Points, Relays, or MicroAPs deemed necessary by that activity, which describes the design, size, capacity and configuration of the NAN, and the number and location of Access Points, Relays, and MicroAPs.

**“Firmware”** means the object code version of Itron proprietary software that is embedded in Equipment.

**“Firmware Support Services”** means the maintenance and support services for Firmware, as described in this SOW that Itron provides upon payment of applicable Fees.

**“Fronthaul”** means the connection between NBU's data center or corporate network and the Back Office, which enables (1) NBU's staff to access the UIQ System's user interface and (2) communications between NBU's backend systems (e.g. MDMS) and the UIQ System. Fronthaul connectivity can be established via Virtual Private Network (“VPN”), dedicated telecommunications circuit, Multiprotocol Label Switching (“MPLS”) circuit or other mutually agreed transport.

**“IMU”** means Internal Measuring Unit and refers to products that are attached to water meters to measure flow and other parameters. In the case of products delivered under this SOW, the products contain 900 MHz radios that communicate on the Itron mesh network

**“Incident”** means an event that is not a standard operation and causes or may cause a disruption to or reduction in the quality of a Service, system or NBU productivity.

**“Incident Management Process”** means the process that Itron uses to respond to Incidents as they are reported by NBU. Anixter reserve the right to modify this process as needed.

**“Instance”** means a copy of UIQ installed on an Itron server.

**“Integrated Meter”** means an electricity metering endpoint into which the Communication Module has been integrated in accordance with applicable specifications.

**“IP”** means Internet Protocol.

**“Maintenance Window”** is defined in Task 5.2.

**“Major Release”** means a new release of Software supported by Itron that adds features and functionality improving overall product performance, efficiency and usability. Major Releases are denoted by a change in the digit number of the release to the left of the decimal point (e.g., 1.5 to 2.0).



**“Meter Data Management System (MDMS)”** means a meter data management system provided by NBU.

**“MicroAP”** A Communications Module that includes a cellular modem that can be configured to act as a self-contained Access Point (AP). This is especially useful to connect isolated or hard-to-hear devices.

**“Micromesh™ technology”** The Itron technology used when a WAN-enabled Communications Module connects to nearby grid devices via an RF mesh and acts as their take-out point for the WAN. This option allows utilities to adapt the number of cellular connections needed based on such factors as topography, coverage, density, bandwidth requirements, and the pace of deployment.

**“Minor Release”** means a new Software release supported by Itron that impacts overall product performance, efficiency and usability. Minor Releases are denoted by a change to the tenths decimal number of the release (e.g., 1.5 to 1.6).

**“NAN”** or **“Neighborhood Area Network”** means and includes Endpoints, Relays, Access Points and the wireless mesh network established as a result of such devices running UIQ.

**“NOC”** means Itron's network operations center.

**“Optimization”** or **“Network Optimization”** means the procedure by which the field network design, Equipment configuration and implementation have been validated for the Endpoint locations installed under this SOW (which will be roughly the same as those listed by NBU pursuant to Task 2.1.2.1) by performing active and passive tests to (1) identify Endpoints / service points for which performance and data return redundancy meets the design specifications upon which the Parties have agreed (such Endpoints / service points would be considered “Optimized”), and (2) identify Endpoints / service points that do not meet such specifications so that they will be managed subsequent to Optimization. Optimization will be executed in a given area of the service territory (i.e., the *area* will be “Optimized”) after initial Endpoint installation exceeds 95% complete in such area and all Access Points and Relays required by the Enhanced Field Network Design for the area have been installed and validated. Optimization may result in the placement of additional, or relocation of existing, Relays and Access Points in the area, to yield the Final Field Network Design. Optimization was previously conducted at NBU under a separate SOW: Exhibit C to the Automated Metering Infrastructure Agreement between Anixter (Formerly HD Supply Power Solutions, Ltd.) and NBU dated June 25, 2015, as amended.

**“Optimization Area”** means the deployment area specified during Network Optimization.

**“Parties”** or **“Party”** means Anixter and NBU, as applicable.

**“Patch Release”** means a Software release that provides Error fixes, and is denoted by a change to the hundredths decimal number of the release (e.g., 1.5.2 to 1.5.3).

**“Preventive Maintenance”** means activities performed by Itron that are necessary or desirable for the continuous provision of Solution Services at their stated Service Levels, including, but not limited to, those activities that require the temporary cessation of one or more Solution Services.

**“Project Manager”** means the person each Party appoints to handle the day-to-day management of the Parties’ respective Project responsibilities.

**“Provisioned”** means an Endpoint that is located in an area of the NAN and which is in any of the following operational states within the UIQ System: “active,” “inactive,” or “disconnected,” and which has been Optimized, but which is not: (1) in a “discovered,” “installed,” “initializing,” “unreachable” or “init\_failed” state; or (2) considered to be in the process of being deployed.

**“Relay”** means Itron’s wireless receiver that routes and forwards information through the Itron mesh network.

**“RF”** means radio frequency.

**“Secure FSU – (Secure Field Service Unit)”** means a 900MHz Frequency Hopping Spread Spectrum (“FHSS”) radio manufactured by Itron that works with a laptop or handheld computer to provide field service personnel the ability to wirelessly interrogate Itron’s radio communication network devices.

**“Service Level”** means the measurement of the performance of UIQ or Services, as applicable, and is generally expressed as a percentage of a goal (e.g., the percentage of the time a network or system is operative or successful transactions are processed).

**“Service Point”** means a location where an Endpoint will be installed

**“Services”** means Project Management Services, Solution Services and Software Support Services.

**“SLAs”** means service level agreements.

**“Software”** means the software applications that enable the functionality delivered by the service

**“Software Support Services”** means the services that Itron provides upon payment of applicable Fees as further described in Exhibit A of the Agreement.

**“Solution Services”** means Itron’s deployment and network management services for the UIQ System and the NAN.

**“SOW Effective Date”** means the date when this SOW becomes effective, which is the last signature date on the signature page of this SOW after all Parties have signed.

**“Specifications”** means the technical specifications for the Product upon which the Parties mutually agree in writing.

**“System Change”** means any change or modification to any infrastructure components of the UIQ System and the NAN.

**“UIQ System”** or **“UIQ System”** means Itron’s head end system, including without limitation, (1) Servers, Software and the following network and application components: (routers terminating IPSEC/RFC2893 tunnels; (2) VPN tunnel (or other circuit) connecting NBU to a UIQ environment; and (3) a data center infrastructure (including network, power and facilities).

**“Update(s)”** means a new release of Software supported by Itron that either (1) adds features and functionality improving overall product performance, efficiency and usability (a “Major Release”), or (2) impacts overall product performance, efficiency and usability (a “Minor Release”), or (3) provides Error fixes (a “Patch Release”). Updates do not include stand-alone, plug-in or add-on software products or modules licensed separately that contain new features and functionality for which Itron charges separate license and Software Support Services fees.

**“UtilityIQ Software”, “UtilityIQ”** or **“UIQ”** means the object code version of Itron’s UtilityIQ® software. The UIQ modules must be licensed individually.

**“VPN”** means a Virtual Private Network, which is a secure LAN-to-LAN tunnel based on the IPsec protocol, used to connect NBU corporate locations to the Itron data centers hosting the UtilityIQ system.

**“WAN”** means a Wide Area Network, which is the network supporting communications between the Access Points and the UIQ System.

**“Water IMU”** means Itron’s water interface management unit.

## **SaaS – Terms of Service**

Software as a Service. Itron hereby grants Customer a non-exclusive, non-transferable, non-assignable, limited right to access and use the software and third party applications identified in Table 1 of Attachment 2 for the period set forth in the Agreement, subject to Customer’s compliance with the SaaS terms of service set forth in Attachment 2.

## **Services**

For the deployment of the AMI Project, NBU will purchase from Anixter, for the Fees specified in Exhibit A of the Agreement, the Services outlined in this SOW. The Parties will perform the respective tasks described below.

### ***Task 1 - Account Management***

#### **1.1. Account Management**

- 1.1.1. **Anixter Responsibilities.** Anixter, through its Account Manager, will manage the materials and services provided to NBU for their AMI System under this SOW, at the prices and additional terms specified in Attachment 1 including:
- a. Coordination of ordering and delivery of Itron's deliverables to NBU.
  - b. Answering general questions and providing overall program facilitation.
- 1.1.2. **Itron Responsibilities.** Itron will provide assistance to Anixter and NBU to enable delivery of the Itron Equipment and Services described herein. This work will include:
- a. Assistance in obtaining answers to technical questions from NBU.
- 1.1.3. **NBU Responsibilities.** NBU shall perform each of the following tasks:
- a. Designate a single point of contact for all NBU activities related to AMI Project.
  - b. NBU's Project Manager will work to create efficient paths of communication between the parties, including prioritizing communication requests made to the Anixter and the Itron team.
  - c. The NBU Project Manager shall be responsible to ensure that NBU personnel execute and deliver tasks assigned as part of project planning.
  - d. Assistance in obtaining answers to technical questions from Anixter.

## **Task 2 - Field Network Deployment**

### **2.1. Field Network Installation.**

- 2.1.1. The NBU Field Network has been previously deployed under a previous SOW: Exhibit C to the Automated Metering Infrastructure Agreement between Anixter (Formerly HD Supply Power Solutions, Ltd.) and NBU dated June 25, 2015, as amended.
- 2.1.2. **NBU Responsibilities.** NBU shall perform each of the following tasks.
- 2.1.2.1. Use an electronic work order system that collects barcode data and x, y coordinates for each location where the Integrated Meter, water modules, Access Points, Relays, and MicroAPs are installed.
  - 2.1.2.2. Perform all field investigations and remediation of Networked Devices (To include Integrated Meters, water modules, Access Points, Relays, and MicroAPs).
  - 2.1.2.3. Load device information files for meters, water modules, Access Points, Relays, and MicroAPs into UIQ.
  - 2.1.2.4. Create and load into UIQ, the location information for installed Integrated Meters, water modules, Access Points, Relays, and MicroAPs including those that are relocated or replaced after initial installation. This location information will contain the data and must be in a format consistent with Itron's specifications (file load or via system to system integration).
  - 2.1.2.5. Complete all tasks necessary to inventory and warehouse all Equipment.
  - 2.1.2.6. Replace any failed Access Points or Relays identified by installation troubleshooting procedures.
  - 2.1.2.7. Compile as-built data for Access Points, Relays, and MicroAPs, that includes pertinent information about the location of each device, including but not limited to GPS coordinates, AC power source, device height, inventory control information for the object to which the Access Point or Relay will

be attached (e.g., inventory control tag on a utility pole, transformer tag on a pad-mount transformer, asset tag for a street light or pole belonging to an entity other than NBU, etc.), and any other relevant site-specific information. GPS Latitude and Longitude coordinates must not be truncated to fewer than 5 places after the decimal point; for example 37.46668 rather than 37.466.

- 2.1.2.8. Provide any 'make-ready' components and consumable supplies needed for completion of the mutually approved installation (e.g., transformers, arms, miscellaneous wire and raceways, wiring connectors for secondary voltage connections on utility poles, and through bolts, lag screws, and/or stainless steel banding to mount RF pole-top devices to wood or metal poles)

### **Task 3 - Application Deployment**

#### **3.1. UIQ Deployment**

- 3.1.1. The NBU UIQ Instance has been previously deployed under a separate SOW: Exhibit C to the Automated Metering Infrastructure Agreement between Anixter (Formerly HD Supply Power Solutions, Ltd.) and NBU dated June 25, 2015, as amended. Itron has provided the server, database, storage and application deployment services for the environments listed in Table 1 of Attachment 2, and related Back Office network circuits and components.

- 3.1.1.1. NBU may, for an additional fee, choose to engage Itron for a more comprehensive integration consulting assignment. The scope of such an engagement may be determined based on the output of the workshops proposed above. Typical deliverables of such an engagement include:
- a. Working sessions with NBU and/or its third-party system integrators to get a more detailed understanding of its specific business requirements and use cases, to assist in building out requirements for the integration.
  - b. Working sessions to introduce/review web services and/or data exchanges specific to customer business requirements.
  - c. High level design document, which will include identifying the major systems in scope, system interaction diagrams, integration use cases, data flows and formats, and any project assumptions.
  - d. Guidance for NBU in configuring UIQ to support integration requirements identified in high level design document.
  - e. UIQ troubleshooting assistance during integration development and testing.
  - f. Review of integration/system performance test results.
  - g. On site or remote assistance, i.e. access to, an Itron integration consultant for a specified period of time.
  - h. Please note that the actual system integration design, implementation and testing will be performed by NBU or by its systems integrator as specified in an amendment to be negotiated by the parties if NBU elects to obtain these services. Itron provides subject matter expertise in the operation of and integration with UtilityIQ.

### **Task 4 - UIQ User Training**

- 4.1.1. Additional training can be requested for additional fees to be provided at the time of request.

## Task 5 - Ongoing Maintenance and Management

### 5.1. Software Support.

#### 5.1.1. Terms for the Software Support that Itron will provide are in Attachment 4.

### 5.2. Application Hosting and Management

5.2.1. **General.** Itron will administer and monitor the Server, database and storage for the UIQ environments listed in Table 1 of Attachment 2, and related Back Office network circuits and components. Itron will monitor the UIQ System 24x7 remotely from its NOC. When an Incident triggers an alert, Itron will communicate with NBU as set forth in Attachment 4, track the incident, troubleshoot the problem, and escalate to Itron subject matter experts or third party vendors as needed, pursuant to the agreed Incident management process. NBU will cooperate with reasonable requests that Itron makes as part of its efforts to respond to Incidents.

5.2.1.1. **Reports.** UIQ includes built-in reports regarding the health of the NAN and performance of meter reads and event activities.

5.2.1.2. **System Changes.** For any planned or urgent System Change related to any aspect of the Back Office, Itron will follow the established change management process that coincides with NBU's Change Management Policy and implement the change during a Maintenance Window as described below, or as the Parties otherwise agree.

5.2.2. **NBU Duty to Alert Itron of Expected or Current Downtime.** NBU will promptly notify Itron Customer Support by telephone if NBU experiences any downtime of or material performance degradation in, or if NBU plans any downtime of, any NBU system, component or function that UIQ depends upon or communicates with ("**UtilityIQ-Related Assets of NBU**").

5.2.3. **Maintenance by Itron; Back Office Maintenance Windows.** In accordance with the established change management procedures that coincide with NBU's Change Management Policy, Itron will perform maintenance on Back Office hardware and software during one maintenance window ("**Maintenance Window**") per week, at a regularly scheduled time and lasting four (4) hours unless otherwise agreed. The Maintenance Window will always be available, but may not always be used. Unless mutually agreed, and for additional fees, all Maintenance Window will take place on a weekday after NBU's local business hours. Annually, Itron will publish its standard maintenance window schedule and, if necessary, work with NBU to align their maintenance window.

5.2.3.1. **Updates.** Itron will provide and install, if applicable, Updates in accordance with Attachment 4.

5.2.4. **Capacity Management.** Before introducing any non-AMI Traffic into the NAN and/or WAN, NBU and Itron will determine whether non-AMI Traffic will impact the available capacity of the NAN and WAN and to plan for any such introduction to avoid interference with the timely performance of meter reads and other AMI functions. This analysis will provide a summary capacity assessment of which Access Points are overloaded if any. As part of this analysis, the Parties will determine whether additional Access Points or Relays are required or current Access Points and Relays must be relocated, all of which will be at NBU's expense. If a more detailed analysis is required, the parties agree to work to a mutually agreeable scope and services for the same.

5.2.5. **Fronthaul Connectivity.** For VPN-based connectivity, each Party will pay its expenses associated with Internet connectivity at its location, and will provide ongoing monitoring and management of the VPN termination equipment. Any additional VPN connection or dedicated telecommunications circuit(s) that

NBU may require for the Fronthaul connectivity can be configured or installed and maintained at NBU's additional expense.

- 5.2.6. **Backups and Restoration of Data.** Each Business Day, Itron will conduct daily backups of application configuration files and Generated Data. These backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by NBU for testing or analysis purposes.

### 5.3. Field Network and WAN Backhaul Monitoring and Management

- 5.3.1. **General.** Itron will remotely monitor from its NOC the Access Points, Relays and WAN Backhaul circuit 24x7. When an Incident triggers an alert, Itron will communicate with NBU as set forth in Attachment 4, track the incident, troubleshoot the problem, and escalate to Itron subject matter experts or third-party vendors as needed, pursuant to the agreed incident management process. NBU will cooperate with reasonable requests that Itron makes as part of its efforts to respond to Incidents.

#### 5.3.1.1. Itron Responsibilities.

- a. **Reports.** UIQ will provide built-in reports regarding the health and performance of Access Points and Relays.
- b. **System Changes.** For any planned or urgent System Change related to any aspect of monitoring and management of the NAN or WAN backhaul described in this Task 5, Itron will follow the established change management process that coincides with NBU's Change Management Policy. Such change will be implemented during a Maintenance Window, or as the Parties otherwise agree.

- 5.3.1.2. **NBU Responsibilities.** NBU will cooperate with reasonable requests that Itron makes as part of its efforts to respond to incidents.

### 5.3.2. Remote vs. In-Field Actions.

#### 5.3.2.1. Itron Responsibilities.

- a. Itron will perform its administration, monitoring and investigations remotely, from its NOC.
- b. At NBU's request and assuming that Itron's remote assistance is unable to resolve a problem, Itron resources can be made available on-site at NBU's facilities or in the field as mutually scheduled for an additional fee.

#### 5.3.2.2. NBU Responsibilities.

- a. NBU will perform all in-field investigations of the NAN.
- b. **Equipment Replacement.** After in-field investigation or upon Itron's reasonable recommendation, NBU will promptly remove Equipment experiencing problems and promptly replace such Equipment using the inventory of spare Equipment Itron recommends in the Equipment section of this SOW. NBU will communicate promptly with Itron Customer Support when any such Equipment is removed or replaced. NBU will seek the replacement of all uninstalled Equipment using Itron's then-current RMA process.
- c. NBU will maintain in UIQ the current location information for all devices, including latitude, longitude, and the street address, and the current administrative state of such devices in UIQ (e.g., "maintenance", "retired", etc.).

- 5.3.3. **Endpoint and MicroAP Support.** NBU will be responsible for monitoring and resolving single Endpoint and MicroAP issues, including but not limited to performing in-field troubleshooting of all post-

- installation problems with Endpoints and MicroAPs. Itron will initiate investigation (remotely) of any Incidents involving Endpoints and MicroAPs that fail to initialize and Endpoints that transition to the “unreachable” state within the Production environment that are caused by a systemic problem (architectural, engineering, software, product design, etc.). Itron will liaise with NBU as necessary.
- 5.3.4. **Access Points and Relays.** Itron will manage the configuration, updates, monitoring and remote troubleshooting of Access Points and Relays for the production environment.
- 5.3.5. **WAN.** NBU will pay for the services of the WAN provider(s) for Access Point to WAN connectivity and the WAN backhaul circuit. If reasonably requested by Itron or as the Parties otherwise agree, NBU will work directly with the WAN provider(s) to investigate and resolve WAN service incidents.
- 5.3.6. **WAN Backhaul Circuit.** Each Party will pay its respective expenses associated with Internet connectivity at its location. NBU will maintain and pay for a VPN connection from the WAN backhaul provider. As part of its monitoring of the WAN Backhaul circuit pursuant to Task 5.3.1, Itron will provide ongoing monitoring and management of the VPN termination equipment. If NBU chooses to establish and employ a dedicated telecommunications circuit for WAN backhaul connectivity in lieu of or in addition to a VPN, NBU will maintain that connection at NBU’s expense and Itron will monitor that connection.
- 5.3.7. **Firmware Maintenance.** Itron will install Firmware Updates to the Communications Modules in Equipment, as a planned System Change, using a process that coincides with NBU’s Change Management Policy. Equipment receiving a Firmware Update will be unavailable for a few minutes during the final step of the update process. For clarity, installation of meter firmware updates is not included in this SOW, but can be performed under a separate SOW.

#### General Assumptions

- A. NBU will continually work with Anixter to make all processes as efficient as commercially reasonable.
- B. All Itron hardware, software and support services to which the Agreement is applicable shall be purchased through Anixter unless agreed upon in writing by Anixter.
- C. Unless otherwise stated, Itron team members other than Customer Support staff will be available during normal local business hours for that specific resource.
- D. This SOW covers support of NBU’s AMI System only. Support for planning or deployment beyond basic AMI will be covered under a separate SOW if applicable.



**Attachment 2 to SOW  
Software Licensed under the SOW (separate EULA between Itron and NBU)**

Note: The below environments have been previously commissioned under a separate SOW: Exhibit C to the Automated Metering Infrastructure Agreement between Anixter (Formerly HD Supply Power Solutions, Ltd.) and NBU dated June 25, 2015, as amended, and are being maintained for an additional term under this SOW.

The following Software Products/modules and operating environments are licensed to NBU under the terms of the Agreement.

**Software Tools:** X Communication Tester

**Environments:** The Parties will check the cell in Table 1 below for each environment where Itron will install a particular Software Product/module.

Table 1: Basic Setup Information for Each UIQ Environment

	<u>Software Products</u>					Integ'd Meters	Water IMUs	Availability requested by (N wks after E.D. <sup>1</sup> )	Env't / Solution Service Term <sup>2</sup>
	AMM	FWU	MPC	NC	ODS				
Production <sup>3</sup>	✓	✓	✓	✓	✓	80,000	80,000		
Test	✓	✓	✓	✓	✓	500	500		

**Note A:**

- <sup>1</sup> E.D. = SOW Effective Date. Numbers shown reflect the time Itron requires to set up environments, since work will only start after this SOW's execution.
- <sup>2</sup> Solution Services begin upon the availability of the environment, and may be renewed or terminated at the end of the term noted (see next section for fuller description).
- <sup>3</sup> For the Production environment, the Parties will complete the table at right:

	<b>Residential</b>	<b>C &amp; I</b>
Endpoints (%):		
Interval Size (Minutes):	15	15
Number of days of online data retention (disk) stored in the UIQ database:	45	

SaaS. Itron will grant Customer a non-exclusive, non-transferable, non-assignable, limited right to access and use the software and third party applications identified in Table 1 of Attachment 2 for the period set forth therein, subject to Customer's compliance with the following terms of service:

- (i) Customer shall not knowingly distribute, download, or place on any Itron website or server, any content that: (a) Customer knows or has reason to believe infringes the intellectual property rights of any third party or violates any rights of publicity or privacy; (b) violates any law, statute, ordinance or regulation; (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) is obscene, pornographic or indecent; or (e) contains any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Itron reserves the right to remove any such content without prior notice to Customer. To the maximum extent permitted by law, Customer shall indemnify Itron from and for any claims, liabilities, losses, causes of action, damages, settlements, and costs and expenses (including, without limitation reasonable attorneys' fees and court costs) arising from any third party claims related to or generated by such content.
- (ii) Customer represents that (a) it has the legal right and authority to grant Itron access to view, store and use Customer's data to provide SaaS and related services, (b) Itron's transmission, use and storage of any such data in accordance with this agreement will not violate any

applicable laws or regulations, and (c) Customer has implemented all reasonable security protocols for Customer's and its suppliers' systems, software and hosting. To the maximum extent permitted by law, Customer shall indemnify Itron from and for any claims, liabilities, losses, causes of action, damages, judgments, penalties, settlements, costs and expenses (including, without limitation reasonable attorneys' fees and court costs) arising from any claim that any permissible access, use, or transmission of such data by Itron was unlawful or not authorized.

Term of Solution Services (SaaS). An environment will be deemed available when NBU confirms application reachability and access/authorization functionality for an environment listed in Table 1. Upon such availability, Itron will begin providing SaaS for that environment for the term listed in Table 1 and, consistent with Attachment 1 and the Agreement, Anixter will commence invoicing the monthly SaaS fees.

For each environment, the date listed for availability in Table 1 is a target, and the Parties will work cooperatively to finalize the date with reasonable notice. Upon the expiration of the term for these services, the services shall renew at Itron's then-current rates, unless NBU has provided at least ninety (90) days' notice prior to such expiration of its intent not to renew the Solution Services or according to Section 19 or 20 of the Agreement to which this Attachment is affixed.

If NBU intends for an environment to be temporary, the termination date in Table 1 is noted as an estimate, and the Parties will work cooperatively to finalize the date reasonably in advance.

Itron reserves the right to reassign relevant staffing upon termination or expiration of Managed Services for any environment(s).

**Attachment 3 to SOW**  
**Service Levels and Service Level Credits**

1. **SLA Concept.** Each Service Level and specific credits identified are derived directly from the formulated level of effort of the executed Itron network design and resulting quantities of Network Devices identified. Any approach that changes or alters the Service Levels as defined require an associated refresh of Network Design effort with consideration given to resulting/additional Network Devices included in deal pricing details.
2. **SLA Triggers.** Each Service Level listed below will start to be enforceable, and to be reported on, upon the satisfaction of the condition noted below (each "Service Level Trigger").
  - 2.1. **Meter Read Data.** The Service Level Trigger for Service Levels related to Meter Read Data is the Optimization of Endpoints within a given Optimization Area. As each additional Area is Optimized, Itron will identify the Endpoints that are Optimized, and such Endpoints will be added to the set of Provisioned Endpoints subject to the Service Levels.
    - 2.1.1. **Integrated Meters (electric).** For newly available data on the Communication Module, the UIQ System will gather and process **Anchor Reads** and Interval Reads from Provisioned Integrated Meters from at least ninety-nine point five percent. (99.5%) of Anchor Reads captured at midnight and of Interval Reads captured each day, by 10:00am local time the next day.
    - 2.1.2. **Water Meters.** For newly available data on the Communication Module, the UIQ system will gather, and process **Anchor Reads** and Interval Reads from Provisioned Water Meters from at least ninety-six percent (96.0%) of Anchor Reads captured at midnight and of Interval Reads captured each day, by 23:59 local time the next day. The water only areas (approximately 5,900 meters) are excluded from SLA consideration.
  - 2.2. **SLA Credits for Failure to Deliver Meter Read Data.** If Itron fails to meet Provisioned Integrated Endpoint read data Service Levels described in Section 2 above, the Service Level credits specified in Table 2.1.1 will apply. The Service Level Credits apply to the monthly recurring fees associated with the Production UIQ Environment.

<b>Table 2.1.1 - Credits for Failure to Deliver Meter Read Data at the Specified Service Levels</b>	
<b>No. of Daily Failures in the Applicable Month</b>	<b>Service Level Credit (% of monthly recurring fees for the PROD environment)</b>
1 – 5	0%
6 – 10	4%
11-15	10%
16 – 20	25%
21 +	50%

3. **On Demand Requests.** The Service Level Trigger for Service Levels related to **On Demand Performance** is the Optimization of Integrated Meters within a given Optimization Area. As each additional Area is Optimized, Itron will identify the Integrated Meters that are Optimized, and such Integrated Meters will be added to the set of Integrated Meters subject to the Service Levels.

- 3.1. On-Demand Performance.** The UIQ System will successfully execute at least ninety-eight percent (98.0%) of all (a) on-demand read, (b) on-demand remote connect and (c) on-demand remote disconnect requests made by NBU for Provisioned Integrated Meters which are actively communicating. An on-demand request is a single transaction to a single Integrated Meter, initiated by a single user of the UIQ system. An on-demand read request does not include batch-read jobs targeted at multiple Integrated Meters (e.g. "read all unread meters"). For the purposes of calculating this Service Level, multiple attempts to connect with a single device within a twenty-four (24) hour period will count as one failed attempt; on-demand read requests (single or batch) targeted at an Integrated Meter which was not read in the previous 24 hours will be excluded; and on-demand read jobs initiated by system-level accounts ("root" and "UIQ") will be excluded.
- 3.2. SLA Credits for Failure to Deliver On-Demand Performance.** If Itron fails to meet the on-demand request Service Levels, the Service Level credits specified in Table 3.2 will apply. The Service Level Credits apply to the monthly recurring fees associated with the Production UIQ Environment.

<b>Table 3.2 – Credits for Failure to Meet On-Demand Meter Read Requests</b>	
<b>% of On-Demand Meter Read Requests Successfully Executed in the Applicable Month</b>	<b>Service Level Credit* (% of quarterly recurring fees)</b>
≥98.0% and 100.0%	0%
≥95.0% and <98.0%	5%
≥90.0% and <95.0%	20%
≤90.0%	50%
<i>*Service Level credits will apply only if there is a minimum of 500 on-demand meter read requests in the applicable month.</i>	

Note: On-demand requests conducted for outage monitoring purposes or utilizing field tools are not covered by this SLA.

- 3.3. On-Demand Remote Connect and Disconnect Requests (electric meters only).** The UIQ System will successfully execute at least ninety-eight percent (98.0%) of all on-demand Remote Connect requests made to Provisioned Integrated Endpoint.
- SLA Credits for Failure to Deliver On-Demand Remote Connect and Disconnect Requests.** Provided that the minimum number of on-demand remote connect and disconnect requests has been met as shown in Table 3.2 below, if Vendor and its sub-contractors fails to meet the on-demand Service Level, the Service Level credits specified in Table 3.2 will apply.

<b>Table 3.2 – Credits for Failure to Meet On-Demand Remote Connect and Disconnect Requests Service Levels</b>	
<b>% of On-demand Remote Connect Requests Successfully Executed in the Applicable Month</b>	<b>Service Level Credit* (% of quarterly recurring fees)</b>
≥98.0% and 100.0%	0%
≥95.0% and <98.0%	5%
≥90.0% and <95.0%	20%
≤90.0%	50%

<b>Table 3.2 – Credits for Failure to Meet On-Demand Remote Connect and Disconnect Requests Service Levels</b>	
<b>% of On-demand Remote Connect Requests Successfully Executed in the Applicable Month</b>	<b>Service Level Credit* (% of quarterly recurring fees)</b>
<i>*Service Level credits will apply only if there is a minimum of 500 on-demand remote connect requests in the applicable month.</i>	

4. **UIQ Availability Service Level.** The Service Level Trigger for the Service Level related to UIQ Availability is the confirmation that NBU can access and log into the Production UIQ environment.

4.1. **Availability.** The UIQ application will be available to and accessible by NBU and functioning normally ninety-nine-point five percent (99.5%) of the time via (a) a web browser client and (b) web services interface. A determination of availability will be based on 24x7 accessibility (less actually used time for Preventive Maintenance). This metric will be measured by simulating a login to the UIQ application with valid username/password, looking for a timestamp on the homepage and validating it against the current time. This measures the availability of the hosted environment by exercising all three tiers of the application (i.e., “UI”, “Middle Tier”, and “Database”). NBU will not be entitled to Service Level credits for failure to meet the foregoing target to the extent this measurement is affected by NBU’s VPN connection. NBU will be entitled to Service Level credits for Itron failure to meet the foregoing target for the production environment only, according to Table 4.1.

<b>Table 4.1 – Credits for Failure to Meet the Availability Service Level (Production Environments Only)</b>	
<b>Monthly Availability Performance</b>	<b>Service Level Credit (% of monthly recurring fees for the PROD environment)</b>
≥99.0% and <99.5%	2%
≥98.0% and <99.0%	4%
≥96.5% and <98.0%	10%
≥95.0% and <96.5%	12.5%
<95.0%	50%

5. **Service Level Monitoring and Management.**

5.1. **Service Level Targets.** Itron will provide Service Level credits to NBU if Itron fails to meet the Service Levels specified in this Exhibit. If Itron fails to meet more than one Service Level in a single measurement period, the sum of the corresponding Service Level credits will be credited to NBU; provided however that in no event will the total amount of Service Level credits in a single month exceed fifty percent (50%) of the total monthly recurring charges for the Solution Services. Notwithstanding the foregoing, if a single event gives rise to a Service Level credit as measured by more than one Service Level metric, NBU will be entitled only to the highest applicable Service Level credit attributable to that event across all of those metrics. EXCEPT AS EXPRESSLY PROVIDED IN THIS SOW, THE SERVICE LEVEL CREDITS SPECIFIED IN THIS SOW WILL BE NBU’S SOLE AND EXCLUSIVE REMEDY FOR ITRON’S FAILURE TO MEET THE SERVICE LEVEL COMMITMENTS SPECIFIED IN THIS SOW; PROVIDED, HOWEVER, THE ISSUANCE OF A SERVICE

*LEVEL CREDIT SHALL NOT AFFECT NBU'S RIGHT TO TAKE ACTION OR SEEK DAMAGES FOR ADDITIONAL MATTERS UNRELATED TO ITRON'S FAILURE TO MEET SUCH SERVICE LEVEL COMMITMENTS OR TO TERMINATE THE AGREEMENT DUE TO ITRON'S REPEATED FAILURE TO MEET SUCH SERVICE LEVEL COMMITMENTS, PROVIDED SUCH REPEATED FAILURE CONSTITUTES A MATERIAL BREACH OF THE AGREEMENT.*

**5.2. Reporting.** Itron will measure and report Service Levels on a monthly basis, each calendar month, starting with the Service Level Triggers defined in this Exhibit. That report will list performance against all Service Levels in the prior month and an estimate of any Service Level credits that may apply. Following each such report, the Parties will discuss such performance and the extent to which the estimated Service Level credits either are appropriate or should be modified due to circumstances not captured by the reporting methodology. Upon agreement concerning the Service Level credits due, such credits will be applied against Itron's charges for the second month following the month in which the credits were incurred.

**5.3. Exclusions.**

**5.3.1. Maintenance Windows and System Changes.** Service Level credits will not apply during (i) any Maintenance Window that is used and is the source of the performance failure causing the Service Level credit, (ii) an urgent System Change that occurs at a time when the UIQ System is otherwise operational, or (iii) the Installation of Firmware and for seventy-two (72) hours thereafter as the NAN returns to normal operating ranges.

**5.3.2. Failures.** Itron will not be liable for failure to meet applicable Service Levels to the extent any such failure is attributable to any one or more of the following causes:

- 5.3.2.1. An act or omission of NBU or third parties (other than Itron's contractors, subcontractors or suppliers), including security incidents caused by such act or omission provided that Itron has reasonably performed its responsibilities under this SOW;
- 5.3.2.2. NBU's delay in performing tasks designated as its responsibility in the Agreement, this SOW or other relevant SOWs, including without limitation a delay in removal and replacement of Equipment;
- 5.3.2.3. Failure resulting from (i) Endpoints that have not been Optimized to reach the NAN, (ii) failures of the WAN backhaul, or (iii) failures in external internet, VPN, or leased line connectivity;
- 5.3.2.4. Any failure of a non-redundant Admin Link that prevents Itron from monitoring and managing the UIQ System and the NAN;
- 5.3.2.5. A Force Majeure event affecting connectivity to Endpoints;
- 5.3.2.6. Any and all third-party hardware and/or software failures not directly caused by Itron;
- 5.3.2.7. *[If not obtaining Disaster Recovery:]* A Force Majeure event affecting a single data center, with the exclusion terminating upon resumption of service;
- 5.3.2.8. *[If not obtaining Disaster Recovery:]* During an event not caused by Force Majeure and not within the control of Itron that disables the Production data center, the total amount of time exceeding one (1) day that the UIQ System is down until resumption of service;

- 5.3.2.9. Following any resumption of service after an extended outage of the UIQ System exceeding 24 hours for any reason, a mutually agreed period of no less than twenty-four (24) hours after the resumption of service (both to allow the system to return to normal operating ranges and to collect any data stored on Endpoints in the field;
  - 5.3.2.10. Any On-Demand Read requests targeted at an Integrated Meter which was not read in the previous 24 hour period;
  - 5.3.2.11. Any equipment that is out of warranty or not covered by a Firmware maintenance agreement;
  - 5.3.2.12. Any equipment or software that Customer has not upgraded to Itron's guidance;
  - 5.3.2.13. Any failure that Itron determines is attributable to a Itron product defect and for which Itron is obligated to remedy under this SOW or the Agreement; or
  - 5.3.2.14. Any other cause to which the Parties mutually agree in writing.
- 5.3.3. Inconclusive Analyses.** Itron will conduct root cause analysis of Service Level failures to the extent that such analysis can be conducted remotely and do not require a field visit. If a field visit is required, then NBU will perform the work under reasonable direction from Itron. If Itron analysis is inconclusive or the Parties agree that circumstances outside Itron's control caused the Service Level failure (e.g., known or expected unreachable Endpoint patterns in a given area), NBU will not be entitled to a Service Level credit.



## Attachment 4 to SOW

### Maintenance and Support Services Addendum

#### 1. Relationship to the Agreement.

This Maintenance and Support Services Addendum (the “Addendum”) is governed by the Agreement and applicable Order Documents.

#### 2. Additional Definitions.

The following defined terms are in addition to those defined in the Agreement:

**Annual Adjustment** means Itron’s annual price increase.

**Annual Fees** means the annual fees identified in an Order Document for each category of Covered Product, plus the Annual Adjustment, if any.

**Client Services Guidelines Documents** means the following documents as they may be updated by Itron from time to time: “Product Contact Information Sheet”, “After Hours Support”, “Itron Equipment Repair Center Locations”, and “Working Effectively with Itron Global Services”. Copies of the Client Services Guidelines Documents may be obtained by calling (877) 487-6602 or such other number or process provided by Itron to Customer.

**Covered Equipment** means Itron equipment identified as “Covered Equipment” in an Order Document.

**Covered Firmware** means Itron’s network and application firmware embedded within a communicating device identified in an Order Document (e.g., network interface cards, meters, endpoints, network equipment, etc.) for which Customer has purchased firmware Maintenance Services.

**Covered Products** mean Covered Firmware, Covered Software, Covered Equipment and Third Party Covered Products.

**Covered Software** means Itron software identified as “Covered Software” in an Order Document.

**Error** means a material failure of Covered Firmware or Covered Software to comply with applicable published Itron specifications.

**Fix** means a correction or workaround for an Error.

**Global Support Services** means those support services provided by Itron technical representatives via telephone, email, website or other means to assist Customer’s Primary Service Contacts with questions or issues related to the operation of Covered Products.

**Improvement** means an update, modification, enhancement and/or extension to Covered Software functionality that is included in a Release.

**M&S Commencement Date** means the date upon and after which a Covered Product will be entitled to receive Maintenance Services, which unless otherwise provided in the applicable Order Document, will be as follows:

Covered Product	M&S Commencement Date
On premise Covered Software	First day of month following date Covered Software is made available to Customer
Covered Firmware	Date of shipment of the applicable communicating device
Covered Software provided as Software-as-a-Service or Hybrid SaaS subscription	The earlier of (1) validation of Software-as-a-Service implementation by Itron pursuant to the applicable Statement of Work, or (2) sixty (60) days after completing application system setup
Covered Equipment	End of warranty period
Third Party Covered Products	Per applicable third-party service provider terms and conditions

**Maintenance Billing Cycle** means a period of one year beginning on the Effective Date or any anniversary thereof.

**Maintenance Services** means services provided under this Addendum.

**Operating Condition** means performance in accordance with applicable published Itron specifications.

**Primary Services Contacts** means Customer's primary support staff who provides internal support to Customer's operations personnel and who are key interface to Itron for all Maintenance Services.

**Release** means a collection of Fixes and / or Improvements made available by Itron to Customer.

**Service Levels** means the defined level of impact and associated response time, effort level, and escalation path procedures and guidelines described in Attachment A-1 to this Addendum.

**Service Request** means an Itron tracked Customer request for Global Support Services.

**Third Party Covered Products** means third-party equipment and third-party software identified as "Third Party Covered Products" in an Order Document.

### 3. End of Support.

Itron may discontinue Maintenance Services for any Covered Equipment, Covered Firmware or Covered Software, effective as of the end of the applicable Maintenance Billing Cycle, by giving Customer written notice of such discontinuance no less than one hundred eighty (180) days prior to the end of such Maintenance Billing Cycle. The end of support date for a Third Party Covered Product shall be the date specified by the applicable third-party service provider, which date will be promptly communicated by Itron to Customer following the date of receipt.

If the end of support date is scheduled within a subsequent Maintenance Billing Cycle, Annual Fees for that subsequent Maintenance Billing Cycle will be pro-rated through the end of support date. At Customer's request, or as defined in a related SaaS addendum / Order Document, Itron may elect to provide custom support for products for which Maintenance Services have been discontinued at Itron's then-current rates. Unless otherwise agreed by the Parties in accordance with the foregoing sentence, Itron shall have no obligation to provide Maintenance Services with respect to Covered Products for which Itron has discontinued Maintenance Services.

Periodically, Itron will make available product plan publications, including product information letters (PIL), product newsletters or written technology roadmaps which outline Itron's general plans for continued support and end of support of applicable Covered Products. Product publications are used as general guidelines for Customer communications and planning, which may be updated from time to time.

### 4. Principal Services Contacts.

#### 4.1. Designation by Customer.

Customer shall designate a minimum of one and not more than two Primary Services Contacts for each Covered Product line, to serve as administrative liaisons for all matters pertaining to Maintenance Services for such Covered Product line and shall provide their contact information to Itron's customer account representative. Primary Services Contacts shall promptly report problems with Covered Products by submitting a Service Request for entry into Itron's support tracking system. Although it is Customer's sole right to choose its Primary Services Contacts, Customer and Itron acknowledge that each Primary Services Contact must have the appropriate technical skills and training for the position. If Customer replaces a Primary Services Contact, Customer will provide updated contact information to Itron's customer account representative, and the new Primary Services Contact will be properly trained prior to interfacing with Itron support personnel.

#### 4.2. Training of Principal Services Contacts.

In the event the parties agree training is necessary, the Primary Services Contact will attend training sessions offered by Itron, an Itron-approved trainer, or Customer's training program approved by Itron to ensure that the Primary Services Contact is (i) knowledgeable about operation of the applicable Covered Products, and (ii) qualified to perform problem determination and remedial functions with respect to such Covered Products. Customer may perform Itron-approved training or may engage Itron to perform

training of Primary Services Contacts at Itron's then current rates. Itron will make training sessions available by remote video conference or training will be made available at a location or in a manner mutually agreed by the Parties. Customer shall be responsible for all Customer's associated travel-related expenses and, if the Parties agree that training will be provided at a location other than an Itron-designated facility (e.g., at a Customer-proposed facility), Customer will also reimburse Itron's travel-related expenses. The Primary Services Contacts must have the skills and capabilities to train other Customer personnel on Covered Products. Itron may update Covered Product training from time to time and, upon receiving notice of such updates from Itron, Customer shall promptly provide such training to its Primary Services Contacts in accordance with this Section.

## **5. Global Support Services & Service Requests.**

### **5.1. Global Support Services.**

Itron will make support representatives available to provide technical support during its then current normal business hours as set forth in the Product Contact Information Sheet included within the Client Services Guidelines Document. Global Support Services include troubleshooting & problem diagnosis relating to Covered Products; release or system management consulting; and recommendations for fully utilizing Covered Products. Customer acknowledges and agrees that Global Support Services are not intended as a substitute for training of Customer personnel, field support, or Itron professional services. Nor will Customer use Global Support Services in lieu of having qualified and trained support personnel of its own.

### **5.2. Service Request Process.**

Customer shall submit Service Requests in the manner required by the Client Services Guidelines Documents and Service Levels. Customer may submit Service Requests on a 24/7/365 basis and Itron will respond to such Service Requests in accordance with the Service Levels. When Customer submits a Service Request, Customer will reasonably assess its urgency according to the appropriate Severity Level in Attachment A-1 to this Addendum. Itron will designate the initial Severity Level and the Parties will resolve any perceived gap regarding the Severity Level designation as soon as is reasonably practical.

### **5.3. Field Support.**

At Customer's request, and Itron's approval, Itron will dispatch support personnel to Customer's location to provide onsite Global Support Services ("*Requested Field Support*") related to a reported problem which cannot be addressed remotely. Requested Field Support will be billed at Itron's then-current rates, and Customer will reimburse Itron's travel-related expenses, unless the cause of the reported problem is found to be the fault of Itron.

## **6. Itron Firmware and Software Maintenance.**

### **6.1. Scope.**

Firmware Maintenance Services covers its associated Covered Firmware embedded within the applicable communicating device. Software Maintenance Services covers its associated Covered Software sold as any of the following: (i) on premise software license, and (ii) Software-as-a-Service or SaaS Hybrid subscription for software residing in the Itron cloud.

### **6.2. Modifications.**

Itron may modify or replace Covered Firmware and Covered Software so long as such modifications or replacements do not eliminate key, documented functionality provided by the most current System Release.

### **6.3. Fixes.**

Itron shall provide Fixes in accordance with the Service Levels. Itron's obligations with respect to Service Levels are contingent upon Customer (i) devoting the same level of effort to resolving the Error as is reasonably required of Itron, (ii) responding to requests made by Itron within the applicable Response Time, (iii) assigning only qualified personnel to help Itron address the Error, and (iv) providing all information, access, and assistance reasonably requested by Itron to address the Error.

#### 6.4. Improvements.

Itron shall provide Improvements, if any, at no charge to Customer if such Improvements are made within the current product specifications and are made available to Itron customers generally at no charge. Improvements released as new add-on modules/features and not part of the products original specifications, may require additional licensing and support fees and will be made available at Itron's then current rates.

#### 6.5. Software Releases.

##### 6.5.1. Release Numbering Convention.

Upgrades, Fixes and/or Improvements are made available to customers through periodic Software Releases. For informational purposes, Itron's current practice (which may be changed by product, at any time in Itron's discretion) is to provide Software Releases using the numbering guideline, "X.X.X.X"

6.5.2. The first place, "X.X.X.X", in Itron's numbering convention refers to a "Major Release", or "System Release", which consists of a new version of Covered Software. A Major Release may include architectural changes, Improvements, Fixes and / or interfaces to new functional modules or platforms. A Major release may require infrastructure or component updates which affect compatibility with previous release versions.

6.5.3. The second place, "X.X.X.X", in Itron's numbering convention refers to a "Minor Release, which is an update to a current Major Release. A Minor Release may include consolidation of previous Service Packs, Improvements, Fixes, platform / 3<sup>rd</sup> party updates. Minor Release are provided to Itron customers on a regularly scheduled basis.

6.5.4. The third place "X.X.X.X", in Itron's numbering convention refers to a "Service Pack, which is an update to specific modules found in a current Major Release. A Service Pack may include Fixes to Severity 1 - Severity 4 issues for a specified Minor or Major Release.

6.5.5. The fourth place, "X.X.X.X", in Itron's numbering convention refers to a "Hot Fix," which is an un-scheduled release provided to one or more customers as a short-term, temporary fix to a critical Severity Level 1 Error. While not utilized by all Itron software product lines, Hot Fix releases are not made available to Itron customers generally but may be included in the next scheduled Minor Release or Service Pack for general release.

#### 6.6. Support for Covered Firmware.

Itron will only provide Maintenance Services for Covered Firmware if Customer: (i) is current on all applicable fees for such Maintenance Services, (ii) tests and installs the latest Covered Firmware Fix within twelve (12) months of being made available to Customer, and (ii) tests and installs the latest Covered Firmware Improvement within twenty-four (24) months of being made available by Itron.

#### 6.7. Support for On Premise Itron Enterprise Edition and OpenWay Software.

Itron will only provide Maintenance Services for on premise Itron Enterprise Edition and OpenWay software if Customer: (i) pays the applicable fees for such Maintenance Services, (ii) tests and installs Service Pack Releases associated with the Major or Minor Release in use by Customer within twelve (12) months of such Service Pack Releases being made available to Customer, and (iii) tests and installs the latest Major or Minor Releases within twenty-four (24) months to thirty-six (36) months of such Software Release being made available by Itron.

#### 6.8. Support for Other On Premise Covered Software.

Itron will only provide Maintenance Services for other on premise Covered Software if Customer: (i) pays the applicable fees for such Maintenance Services, and (ii) tests and installs Major, Minor and Service Pack Releases within twelve (12) months of such Software Releases being made available by Itron.

#### 6.9. Support for SaaS or IaaS.

Itron will only provide Maintenance Services for Covered Software sold as a Software-as-a-Service or Hybrid SaaS subscription if Customer: (i) is current on all applicable fees for such Software-as-a-Service or SaaS Hybrid subscription and related Maintenance Services, and (ii) tests a Release as installed by Itron either in Customer's production Software-as-a-Service or Hybrid SaaS environment, or in Customer's funded non-production Software-as-a-Service or Hybrid SaaS environment, prior to Customer's full production use of the Release.

**6.10. Support for Unsupported Itron Software and Firmware.**

At Customer's request, Itron may elect to provide Maintenance Services for an unsupported Release at its then-current rates.

**6.11. Mandatory Revisions.**

Subject to Customer's right to terminate the Agreement, Customer must install all software and firmware updates, patches, and service packages provided by, or as directed by, Itron from time to time and which may be required to correct errors, vulnerabilities, third-party concerns, or as otherwise necessary to ensure proper functioning of the Covered Software or to protect the interests of the Parties ("**Mandatory Revisions**"). ITRON IS NOT LIABLE FOR ANY CUSTOMER OR THIRD-PARTY DAMAGES RESULTING FROM CUSTOMER'S FAILURE TO INSTALL ANY MANDATORY REVISION IN A TIMELY MANNER.

**6.12. Installation Services for On Premise Releases.**

Maintenance Services for on premise Covered Software and Covered Firmware includes the following Release installation services: limited, remote consulting support, during standard business hours, for Covered Software and Covered Firmware on Itron-approved server configurations for one production server and one non-production server (test, training, or back-up – for example) owned / operated by Customer. At Customer's request, Itron may provide on premise Software Release installation services for System Releases or Service Packs on current certified production servers, additional production servers or nonproduction servers, at its then-current rates. Itron will install Releases to Covered Software sold as a Software-as-a-Service or Infrastructure-as-a-Service subscription in accordance with the applicable terms and conditions for such services.

**6.13. Restoring Firmware or Software to Maintenance Services.**

If Customer declines or discontinues Maintenance Services for Covered Firmware or Covered Software and thereafter wishes to resume such Maintenance Services for the most recent Release of that Covered Firmware or Covered Software, Customer shall, prior to receiving Maintenance Services, notify Itron in writing of its request for Maintenance Services and pay Itron's then-current re-initiation fee, which shall not exceed an amount equal to all Annual Fees that would have been invoiced for the applicable Covered Firmware or Covered Software if Customer had not elected to decline or discontinue Maintenance Services for that Covered Firmware or Covered Software, plus a five percent (5%) markup, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle.

**6.14. Exclusions.**

Itron shall have no obligation to provide Maintenance Services for, or liability to Customer for Covered Software adversely affected by (i) use of Covered Firmware or Covered Software by anyone other than Itron in combination with software, equipment, or communications networks not referenced in the Documentation as being compatible with the Covered Firmware or Covered Software; (ii) modification or recompiling of Covered Firmware or Covered Software or Covered Software installation instructions / installation scripts or database schema scripts, or improper installation of a Release, by anyone other than Itron, (iii) failure to perform customer responsibilities described in this Addendum, (iv) use of an unsupported version of Covered Firmware or Covered Software by anyone other than Itron; (v) Customer's failure to implement a Mandatory Revision; (vi) maintenance and/or support of Covered Firmware or Covered Products other than by Itron; or (vii) viruses introduced through no fault of Itron.

**6.15. Documentation and Backup.**

Itron will make an electronic copy of the Documentation available to Customer at no additional charge via physical media or download access. Itron will also maintain a copy of its most recent supported version of executable Covered Firmware and on premise Covered Software to be made available to Customer or installed by Itron as necessary in the event of corrupted or inoperative Covered Firmware or on premise Covered Software. Said copy of executable Covered Firmware or on premise Covered Software or Third-Party software does not relieve Customer of its responsibility to backup and managed its Covered Firmware or on-premise software installation as part of ongoing system operation.

## **6.16. Customer Responsibilities.**

The provision of Maintenance Services for Covered Firmware or Covered Software by Itron assumes that Customer will facilitate such services as follows:

### **6.16.1. Service Requests.**

Customer will support Itron investigation and restoration efforts as defined in the Service Level table in Attachment A-1 and will act upon / implement support solutions and workarounds recommended by Itron in a timely fashion. When escalating a Service Request with Itron, Customer's Primary Service Contact shall collect and provide all data logs, findings, analysis, and any relevant forensic information pertaining to the issue as outlined in Client Services Guideline Documents.

### **6.16.2. Data Review.**

If Itron determines that it is necessary to evaluate Customer data to reproduce error conditions not reproducible with Itron's standard test data sets, Customer will provide Itron with reasonable access to such data on a confidential basis. Itron shall not be liable for any delay or failure to resolve the problem if access to such Customer data is denied to Itron.

### **6.16.3. Installation and Upgrades.**

Customer will engage Itron Global Support Services or their Itron account team for any Covered Firmware or on premise Covered Software installations and upgrades which require support beyond that provided herein.

### **6.16.4. Remote Access.**

Customer is responsible for supporting necessary remote access to Covered Firmware or on premise Covered Software by Itron support personnel assigned to provide Maintenance Services for purposes of remote diagnosis and troubleshooting of Covered Firmware or on premise Covered Software. Itron shall not be liable for any delay or failure to resolve a problem if remote access to Covered Firmware or on premise Covered Software is denied to Itron.

### **6.16.5. System Configuration,**

**Operation and Maintenance.** Customer is responsible for the configuration, operation, and maintenance of equipment, system peripherals, operating system, and data communications environment associated with on premise Covered Software. These activities include but are not limited to checking audit logs, clearing discovered exceptions, and performing daily, weekly, and monthly operational tasks and systems responsibilities. Customer is responsible for any change made to Customer's software system, operating system, database or network configuration or any change to installation procedures, scripts, or any other provisions that materially affect the usability or operation of on premise Covered Software. Customer will consult with Itron prior to making any material changes that may affect the installation or operation of on premise Covered Software.

### **6.16.6. Network Administration.**

Customer is responsible to monitor and maintain, repair, replace and upgrade its local, and wide area network components (if any)—including network servers, network clients, network hubs, routers, modems, and other software components necessary for efficient and reliable network operations associated with Covered Firmware or on premise Covered Software—to ensure continued conformance with the applicable published Itron specifications. In addition, Customer is responsible to administer related host names, Internet Protocol addresses, network interfaces, access, security, communications, and equipment and software version control.

### **6.16.7. Database Administration.**

Customer is responsible to administer the agreed upon database(s) associated with on premise Covered Software, including hardware and software components, in accordance with the Documentation, which administration shall include, monitoring the database server, backing up electrical power sources, and configuring and administering of database schema, application interfaces, networking operating system, communications, and file transfer software. Customer is responsible to maintain database files (e.g., truncate, cleanup, and delete files consistent with industry standard practices) and perform regular data backup and data archiving.

## **7. Itron Equipment Maintenance.**

### **7.1. Preventive and Corrective Maintenance.**

Upon receipt of an item of Covered Equipment, Itron shall (i) perform preventative Maintenance Services necessary to maintain the Covered Equipment in Operating Condition, and (ii) diagnose and correct any failure in the Covered Equipment as necessary to meet Operating Condition, excluding minor cosmetic deficiencies such as blemishes, dents or scratches.

### **7.2. Maintenance Procedures.**

Customer shall initiate a request for Maintenance Services for Covered Equipment by delivering the Covered Equipment to the applicable Itron Certified Repair Center identified on the Itron Equipment Repair Table. Return of Covered Equipment shall be at Customer's expense and in accordance with Itron's then-current Return Material Authorization ("RMA") procedures. Upon receipt of Covered Equipment (with the required information) under Itron's RMA procedures, Itron shall assess the item to determine (a) whether it is in fact Covered Equipment and (b) whether the maintenance requested is included within the Maintenance Services ordered by Customer and not otherwise excluded from coverage. If the returned equipment is determined to be Covered Equipment and the maintenance requested is included in the Maintenance Services ordered by Customer, Itron shall provide the applicable Maintenance Services and return the item of Covered Itron Equipment to Customer at Itron's expense within the applicable turnaround time identified on the Itron Equipment Repair Table. If Itron determines that returned equipment is not Covered Equipment or is excluded from the Maintenance Services ordered by Customer, then Itron will proceed in accordance with the estimation fees section below.

### **7.3. Exclusions.**

Covered Equipment Maintenance Services do not include repairs related to: (i) damage due to accident, abuse, misuse, inadequate maintenance, problems caused by electrical power surges or acts of God outside of the tolerances set forth in the applicable published Itron specifications; (ii) service or repair processes (including installation or de-installation of equipment, parts, or firmware/software) not performed or authorized by Itron; (iii) use of parts, configurations or repair depots not certified or authorized by Itron; or (iv) Customer's failure to perform material Customer responsibilities in accordance with this Addendum, including caring for Covered Equipment in accordance with applicable Documentation.

### **7.4. Estimation Fees.**

Itron will provide Customer with a price quote for the estimated cost (including current inspection fees), including labor, materials and shipping, for any repairs to equipment that are requested, which Itron reasonably determines are excluded from or not included within the Maintenance Services ordered by Customer. If Customer elects not to proceed with the requested repair, Itron will either dispose of the item or return the item of equipment at Customer's expense as specified by Customer.

### **7.5. Adding/Restoring Equipment to Maintenance Services.**

Following the Effective Date, additional Covered Equipment purchased by Customer, of a similar type and model already covered under this Addendum, shall automatically be deemed to be Covered Equipment following the M&S Commencement Date. If Customer declines or discontinues Maintenance Services for any Covered Equipment and thereafter wishes to add or restore such equipment as Covered Equipment, Itron may, prior to such equipment being included as Covered Equipment, inspect such equipment at Itron's then current rates to determine whether it is in Operating Condition and/or charge Itron's then current re-certification fee, in addition to prorated Annual Fees for the then-current Maintenance Billing Cycle (the "Re-initiation Costs"). At Customer's request, Itron will provide Customer with a quote for estimated Re-initiation Costs for equipment that Customer wishes to add or restore as Covered Equipment under this section.

### **7.6. Equipment Responsibilities.**

Itron shall make available, and Customer shall obtain, a copy of the Documentation for Covered Equipment and Customer will be responsible to perform preventive maintenance for each such item in accordance with such Documentation. Customer shall also keep accurate records of Covered Equipment serial numbers and locations to assist Itron with performing Maintenance Services.



**8. Fees and Invoicing.**

As compensation for the Maintenance Services, Customer shall, in advance, pay to Itron Annual Fees for each Maintenance Billing Cycle in which it receives Maintenance Services. Itron shall invoice Customer for Maintenance Services to be provided during the first Maintenance Billing Cycle as soon as practicable following the Effective Date. For Maintenance Services provided during any subsequent Maintenance Billing Cycle, including Maintenance Services for newly purchased or licensed Covered Products, Itron shall provide Customer with a renewal notice at least 120 days prior to the commencement of each Maintenance Billing Cycle. Customer may discontinue Maintenance Services for any Covered Product(s) by providing Itron with written notice of non-renewal for such Covered Product(s) no less than 90 days prior to the commencement of any subsequent Maintenance Billing Cycle or by terminating the Agreement in accordance with the Agreement. Otherwise, approximately 20 days prior to the commencement of each subsequent Maintenance Billing Cycle, Itron shall provide Customer with an invoice for Annual Fees payable by Customer for the forthcoming Maintenance Billing Cycle. Itron may, in its discretion, invoice Customer for Maintenance Services for a Covered Product that is added during any Maintenance Billing Cycle as soon as such Maintenance Services have been added (at a prorated amount) or at the beginning of the next Maintenance Billing Cycle. The Annual Fee for any partial Maintenance Billing Cycle (i.e., for Covered Products with a Maintenance Commencement Date or an increase in the applicable Annual Fees that falls after the beginning of the Maintenance Billing Cycle) shall be prorated based on the applicable M&S Commencement Date or Annual Fee increase date and the remaining number of months Customer is to receive Maintenance Services during such Maintenance Billing Cycle.

**9. Support for Third Party Products.**

Itron shall provide first tier Global Support Services for Third Party Covered Products by handling all Customer inquiries, attempting to identify the component involved in the problem and obtaining appropriate documentation of such inquiry or problem. In addition, Itron shall make commercially reasonable efforts to facilitate Customer's receipt of maintenance and support for such Third-Party Covered Products consistent with the third-party maintenance terms identified on the applicable Order Document. Notwithstanding anything else to the contrary, Itron's sole obligation under this Addendum with respect to Third Party Covered Products shall be as set forth in this section.

**10. Survival.**

The following sections of this Addendum shall survive termination or expiration of this Agreement or any Order Document or Statement of Work: Section 3 (End of Support), 6.14 (Exclusions), 7.3 (Exclusions), Section 8 (Fees and Invoicing) and 10 (Survival).

**Attachment A-1 to Maintenance & Support Services Addendum**

– Software Maintenance & Support Service Levels –

Severity Level	Response Times	Effort Level and Restoration	Escalation
<p><b>Severity Level 1*</b>  <b>Business Impact:</b>  <b>Critical Impact / System Down.</b> A Production System Error for which there is no work-around, which causes Covered Firmware or Covered Software Product or a critical business function / process of said product to be unavailable such that system operation cannot continue.  <b>Example:</b> a) Billing cannot be completed, b) Major documented function not working, c) System hung or completely down</p>	<p>During regular business-hours Itron will begin the Service Request process during Customer’s initial call.                      During after-hour periods, Itron will respond to a critical support voice messages within 15 minutes by a return call to Customer, to validate receipt of the critical support call and begin the Service Request process. Following the start of the Service Request process Itron will respond to Customer’s Service Request within two (2) business hours with an investigation response. Itron will update Customer at three (3) hour intervals during each day the Service Request remains unresolved, or as otherwise agreed by the Parties.                      Customer will respond to an Itron inquiry or request within three (3) hours.</p>	<p>Itron will make diligent efforts on a 24x7 basis, or as otherwise agreed by the Parties, to:                      i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) provide a workaround which restores Covered Firmware or Covered Software and downgrades the Severity Level to S2, S3, S4.                      Customer Support Staff must be available 24x7 to work cooperatively with Itron continuously until such time restoration is achieved.</p>	<p>An unresolved Service Request shall be escalated to Itron management as follows:  <b>After 30 minutes:</b> Technical Customer Support Team Lead  <b>After 8 hours:</b> Manager, Technical Client Services  <b>After 16 hours:</b> Director, Global Support Services  <b>After 48 hours:</b> Service Request. Vice President, Services and Delivery  <b>After 72 hours:</b> President, Itron</p>

Severity Level	Response Times	Effort Level and Restoration	Escalation
<p><b>Severity Level 2*</b>  <b>Business Impact:</b>  <b>Major impact, degraded Operation.</b>                      An Error other than a Severity Level 1 Error, for which there is no work-around, which degrades or limits operation of major system functions causing Covered Firmware or Covered Software to miss required business interface or deadlines. Covered Firmware or Covered Software remains available for operation but in a highly restricted fashion.</p> <p><b>Example:</b> a) Billing cannot be completed on time, b) Major function is operating outside documented timing / term, c) Covered Firmware or Covered Software operating slow, missing data, data delivery, daily mission.</p>	<p>During regular business-hours Itron will respond to Customer regarding Service Request within one (1) business day. While Service Request remains unresolved, Itron will update the Customer and the Service Request at least every other business day, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within one (1) business day.</p>	<p>Itron will make diligent efforts during normal business hours to:</p> <p>i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Firmware or Covered Software and downgrade the Severity Level to S3, S4.</p>	<p>An unresolved Service Request shall be escalated to Itron management as follows:</p> <p><b>After 1 hours:</b>                      Technical Customer Support Team Lead</p> <p><b>After 8 hours:</b>                      Manager, Technical Client Services</p> <p><b>After 24 hours:</b>                      Director, Global Support Services</p> <p><b>After 30 Days:</b>                      Vice President, Services and Delivery</p>

Severity Level	Response Times	Effort Level and Restoration	Escalation
<p><b>Severity Level 3**</b>  <b>Business Impact: Minor Business Impact, compromised operations.</b> An Error other than a Severity Level 1 or Severity Level 2 Error that has moderate impact on use of or access, with low business impact, but not preventing Customer from performing daily activities.                      Example: The Service Request affects use by Covered Firmware or Covered Software users, allowing Customer's functions to continue to meet daily business needs.</p>	<p>During regular business-hours Itron will respond to Customer regarding Service Request within two (2) business days. While Service Request remains unresolved, Itron will update the Service Request weekly, or as otherwise agreed by the parties.                      Customer will respond to an Itron inquiry or request within two (2) business days.</p>	<p>Itron will work during normal business hours to:                      i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) a workaround which restores Covered Firmware or Covered Software and downgrades the Severity Level to S4.</p>	
<p><b>Severity Level 4</b>  <b>Business Impact: Standard Operations intact.</b> A low or no-impact Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error, or a request for enhancement / new functionality                      Example:                      Generally, a cosmetic Error or an Error which does not degrade Customer's use of the product or system.</p>	<p>During regular business-hours Itron will respond to Customer regarding Service Request within three (3) business days.</p>	<p>Itron GSS Management Team will make commercially reasonable efforts during normal business hours to understand the Service Request and provide applicable recommendations as to when a Fix may be schedule in a future release, or how to proceed with a formal enhancement request to Itron's product and delivery teams.</p>	

\* Severity Level 1 and Severity Level 2 must be reported by phone to insure they are addressed under the appropriate severity level response process. Service Requests entered by email or Web access are generally addressed as a Severity Level 3.

\*\* Service Request opened on Non-production servers / environments are entered as a Severity Level 3.



**Meeting Date:** December 12, 2024      **Agenda Type:** Consent Items for Action

**From:** Jeffrey Jones  
Information Technology  
Manager      **Reviewed by:** Greg Brown  
Chief Technology and Security  
Officer

**Submitted by:** Greg Brown  
Chief Technology and  
Security Officer      **Approved by:** Ryan Kelso  
Chief Executive Officer

**RECOMMENDED ACTION:** Authorize the CEO or His Designee to Negotiate and Execute a Cooperative Agreement with Waypoint Business Solutions, LLC for the Replacement of Servers Within the Consolidated VxRail Cluster

## **BACKGROUND**

New Braunfels Utilities (“NBU”) deployed a stretch cluster data center in 2019 to support the full redundancy of its technology server infrastructure. The Information Technology (IT) Department replaces servers in the data center after five (5) years of service. The contract allows the IT Department to replace servers over multiple years to ensure high availability and maximum performance. This effort supports NBU’s commitment to the resiliency of essential services and enhanced customer experience.

The total amount for the server replacements is \$883,304.86, which exceeds the board approval level of \$250,000. The BuyBoard contract 661-22 with Waypoint Business Solutions, LLC will ensure the reliability of critical information technology systems. NBU’s selection of Waypoint Business Solutions, LLC to enter into this contract through the BuyBoard contract 661-22 satisfies the bidding requirements under Texas law.

NBU staff requests that the Board of Trustees approve this purchase with Waypoint Business Solutions, LLC, to ensure continued resiliency and reliability for NBU’s critical server infrastructure.

This item is being presented to the Board because the total amount of the contract exceeds \$250,000.00.

## **FINANCIAL IMPACT**

The total amount of the contract is \$883,304.86. These funds are available in our Fiscal Year 2025 Capital Equipment budget.

## **LINK TO STRATEGIC PLAN**

---

**Infrastructure and Technology**

**Financial Excellence**

## **EXHIBITS**

---

1. Waypoint Business Solutions, LLC contract for Server Replacements of the VxRail cluster
2. Buyboard 661-22 Contract
3. Waypoint Business Solutions, LLC quote



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

*Responding vendors must read all sections of this Proposal Invitation carefully. Even if your company has submitted proposals on previous BuyBoard proposal invitations, terms and requirements may have changed.*

## **NOTICE OF PROPOSAL INVITATION**

The Local Government Purchasing Cooperative d/b/a BuyBoard® (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, serves as the Cooperative’s administrator. The Cooperative is endorsed by TASB, the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754, and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701.

The Cooperative’s contracts for commodities and services are available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative and eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative administrator, provides an online marketplace to the Cooperative known as the BuyBoard which enables members to review available contracts and make purchases of awarded commodities and services electronically.

The Cooperative is soliciting sealed proposals for products, supplies, services and/or equipment as set forth in this Proposal Invitation on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products and services may also be available to the administrator’s nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative located throughout the United States as further explained in the Proposal Invitation.

Completed sealed proposals for **Proposal No. 661-22 for Technology Equipment, Products, Services and Software must be received on or before 4:00 PM July 22, 2021** either by submitting the Proposal electronically through the Cooperative’s designated website or by hard copy submission as set out in the Instructions to Proposers. **Late proposals will not be accepted.**

**Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative administrator no later than the 10<sup>th</sup> business day before the Proposal Due Date. The Cooperative will respond only to written questions.**

The Local Government Purchasing Cooperative  
Attn: TASB Asst. Division Director, Cooperative Procurement  
12007 Research Blvd.  
Austin, TX 78759  
E-Mail: [bids@buyboard.com](mailto:bids@buyboard.com)





## **PROPOSAL INVITATION NO. 661-22**

### **TABLE OF CONTENTS**

<b><u>NOTICE AND INSTRUCTIONS</u></b>	<b><u>Page</u></b>
Notice of Proposal Invitation	1
Instructions to Proposers	4
<b><u>GENERAL INFORMATION</u></b>	
General Information	7
<b><u>PROPOSAL FORMS</u></b>	
Proposer’s Acceptance and Agreement	10
<b><u>PROPOSAL FORMS PART 1: COMPLIANCE FORMS</u></b>	
Proposal Acknowledgements	11
Felony Conviction Disclosure	12
Resident/Nonresident Certification	13
Debarment Certification	13
Vendor Employment Certification	13
No Israel Boycott Certification	14
No Excluded Nation or Foreign Terrorist Organization Certification	14
Historically Underutilized Business Certification	14
Acknowledgement of BuyBoard Technical Requirements	15
Construction-Related Goods and Services Affirmation	15
Deviation and Compliance	16
Vendor Consent for Name Brand Use	17
Confidential/Proprietary Information	18
EDGAR Vendor Certification	20
Compliance Forms Signature Page	24
<b><u>PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS</u></b>	
Vendor Business Name	25
Vendor Contact Information	26
Federal and State/Purchasing Cooperative Experience	26
Governmental References	27
Company Profile	27
Texas Regional Service Designation	28
State Service Designation	29



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

---

National Purchasing Cooperative Vendor Award Agreement	30
Local/Authorized Seller Listings	32
Manufacturer Dealer Designation	33
Proposal Invitation Questionnaire	34
Vendor Request to Self-Report BuyBoard Purchases	36
Proposal Specification Summary	37
Required Forms Checklist	39
<b><u>GENERAL TERMS AND CONDITIONS</u></b>	
General Terms and Conditions	40
<b><u>APPENDICES</u></b>	
Appendix I: BuyBoard Technical Requirements	67
Appendix II: Additional Terms and Conditions for BuyBoard Self-Reporting	70

## **INSTRUCTIONS TO PROPOSERS**

### **Electronic Proposal Submission**

The Cooperative requests that Vendors submit Proposals electronically in accordance with the instructions herein via the link available on the following website:

- [buyboard.com/vendor](http://buyboard.com/vendor)

There is no cost to the Vendor to register or use the electronic proposal submission option. To the extent a vendor is unable to submit a Proposal electronically through the proposal website, instructions for hard copy submissions are provided below.

### ***Before you submit***

- In order to submit a Proposal electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor username and password, you may obtain one by registering at [buyboard.com/vendor](http://buyboard.com/vendor). ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its Proposal via electronic submission.
- Browser requirements can be found at <https://buyboard.ionwave.net/BrowserCompatibility.html>.
- **VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL.** Neither the Cooperative nor the Cooperative administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal Due Date.

### ***How to submit Proposal electronically***

- Login using your registered vendor login at [buyboard.com/vendor](http://buyboard.com/vendor) under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- **VENDOR INFORMATION** – Select the "Attributes" tab to locate the Vendor Contact Information fields required to be completed and submitted.
  - Vendors must respond to each item by providing the information requested. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **PROPOSAL SPECIFICATIONS** – Select the "Line Items" tab to locate the Proposal Specifications.
  - Input all required proposal pricing information (discount (%) off catalog/pricelist, line item pricing, hourly labor rates, and/or other related pricing information) as specified.

- Vendors must respond to each line item by either providing the information requested in the specifications, adding alternates to provide additional information (as necessary), or by indicating no bid. **If you fail to complete any of the line items, you will receive an error and will be unable to submit your Proposal.**
- **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
  - i. **Manufacturers shall be listed in alphabetical order**
  - ii. **Vendor must list one specific percentage discount for each manufacturer listed. Use the "Add Alternates" option as needed to add additional manufacturers.**
- **PROPOSAL DOCUMENTS** - To upload your Proposal documents, select the "Response Attachments" tab and upload a *signed, complete* copy of your Proposal in *searchable PDF format*, including all required proposal documents (Proposal Forms, and any other documents required by the Proposal Invitation). **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
- **PROPOSAL SUBMISSION** - Select the "Response Submission" tab to submit the Proposal.
  - If an error or multiple errors occur, the system will display the location of the error(s).
  - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). *Your submission will not be submitted until all errors are corrected.*
  - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.

***How to submit hard copy Proposal – Paper copies will NOT be accepted***

While the Cooperative requests electronic submission of Proposals through the designated website, any Vendor without the technical capability or wishing to submit a hard copy Proposal may do so in accordance with the following instructions:

- Contact BuyBoard staff at [bids@buyboard.com](mailto:bids@buyboard.com) to request a copy of the Proposal Specification Form and other forms not included in this packet in hard copy form **at least five (5) business days prior to the Proposal Due Date.**
- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed Proposal Specification Form, and any other documents required by the Proposal Invitation). The Proposal must be submitted in *electronic, searchable PDF format on a USB flash drive, CD or DVD*. **Paper copies will NOT be accepted.**
- **The Proposal Specification Form and Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Instructions to Proposers or it will not be considered.**
  - **Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or the Proposal may not be considered:**
    - a. **Manufacturers shall be listed in alphabetical order**
    - b. **Vendor must list one specific percentage discount for each manufacturer listed.**
- Any hard copy electronic Proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal Due Date and time:

The Local Government Purchasing Cooperative  
12007 Research Blvd.  
Austin, TX 78759



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

**VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR’S PROPOSAL.**

Neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor the Cooperative administrator shall be responsible for Proposals delivered in a corrupt or unreadable electronic format.

*Faxed and/or emailed Proposals will NOT be accepted.*

**REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS IN PROPOSALS**

*Note: The following instructions set forth the requirements for Vendor catalogs/pricelists submitted with Proposals for proposal evaluation purposes. If awarded a Contract, Vendor may be required to resubmit catalogs/pricelists in the format described in the BuyBoard Technical Requirements as detailed further in the Proposal Invitation.*

**Electronic catalogs/pricelists must be submitted with Vendor’s Proposal in the required format (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered.** The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative for evaluation with the Proposal:

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.

**Below is a sample chart**, with examples of data for each field, showing the data fields that Vendors **MUST** include in each submitted pricelist/catalog with the Proposal:

BuyBoard Specification Item No. Category	Part/Item Number	Item Description	MSRP/List Price (before BuyBoard Discount)
1	1234	Desk	\$50.00
2	1235	Chair	\$20.00

**The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications.** Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems to be, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

**WITHDRAWAL OR MODIFICATION OF PROPOSALS**

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.

## GENERAL INFORMATION

### **Proposal Invitation No. 661-22 - Technology Equipment, Products, Services and Software**

***\*Please make sure that you have reviewed and completed all sections of this Proposal Invitation.***

- 1. Notice of Proposal Invitation and Instructions to Proposers**
- 2. General Information**
- 3. Proposal Forms**
- 4. Proposal Specifications**
- 5. General Terms and Conditions**
- 6. BuyBoard Technical Requirements**
- 7. Additional Terms and Conditions for BuyBoard Self-Reporting**

### **PROPOSAL SUBMISSION INSTRUCTIONS**

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

### **INTENT AND PURPOSE OF THE CONTRACT**

The intent of this Proposal Invitation is to solicit sealed Proposals to establish a contract for various types of Technology Equipment, Products, Services and Software that may be procured by Cooperative members. Because individual members require different equipment, supplies, and/or services, this Proposal Invitation is a request for a discount off of catalog or price list for supplies, materials and equipment and an hourly not-to-exceed rate for certain services. Purchases can be made by a Cooperative member at any time during the Contract term. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its Awarded Pricing firm during the Contract term. In the event of price decreases, such price decreases shall be allowed for all products.

### **TERM OF CONTRACT**

The term of this contract will be from January 1, 2022 through December 31, 2022, with two possible one-year renewals.

As set forth in the General Terms and Conditions, an awarded Vendor has no right to or vested interest in contract renewal. The determination as to whether to renew or non-renew any Vendor Contract, in whole or in part, shall be in the sole discretion of the Cooperative.

**For purposes of this Proposal Invitation, a Vendor must generate a minimum of \$15,000 through the Contract during an annual contract term or may not be offered a renewal.** A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations.

### **VALUE OF CONTRACT**

**The estimated value of this contract is \$229,198,787;** however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either a minimum or maximum amount since usage may be dependent upon multiple factors including Cooperative members' actual needs and available funding.



**ADDITIONAL INFORMATION: SOFTWARE AS A PRODUCT (SaaP) AND MEMBER SOFTWARE AGREEMENT**

For purposes of this Proposal Invitation, Software or Software as a Product (SaaP) shall be defined as software products for which the purchaser purchases a license for software to be hosted on the client’s computer. (It is not the intent of this Proposal Invitation to solicit Software as a Service (SaaS) where software is licensed on a subscription basis and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract, currently Contract 607-20, Software as a Service (SaaS), Cybersecurity Assessments, and Related Products and Services.)

A Cooperative member procuring Software as a Product and other products and services under this Proposal Invitation may negotiate ancillary agreements or terms with Vendor that are specific to the Cooperative member’s purchase and product and technology needs including, but not limited to, licensing requirements, maintenance, accessibility, security, updates, and other requirements. As provided for in more detail in the General Terms and Conditions, including Section D.2 (Applicable Terms and Conditions; Ancillary Agreements), any ancillary agreement must be in writing, signed by a representative of the Cooperative member with all necessary authority to accept the agreement. In regard to any license agreements, terms of use, privacy policies, or similar terms, Vendor must provide such terms to the Cooperative member in writing prior to purchase, and such terms (including any Vendor amendments thereto) shall only be effective and binding on the Cooperative member if specifically approved by the Cooperative member in writing, signed by an authorized representative of the Cooperative member. Such ancillary agreement(s) shall not be approved by the Cooperative at the Cooperative level.

**SERVICE FEE**

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of 2% per Purchase Order generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the Awarded Pricing. Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. As set forth in more detail in the General Terms and Conditions, an awarded Vendor will be required to provide the Cooperative with copies and/or reports of all Purchase Orders generated from Vendor’s Contract(s) that Vendor receives directly from Cooperative members, Vendor Invoices, and/or such other documentation regarding Cooperative member purchases under any awarded Contract as the Cooperative administrator may require in its reasonable discretion. The Cooperative shall have the right, upon reasonable written notice, to review records of awarded Vendors pertaining to purchases under any awarded Contract to verify purchase activity under the Contract, the accuracy of service fees payable by Vendor, or as otherwise reasonably necessary for the administration of the Contract or when required by law.

**CONFIDENTIAL INFORMATION**

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

**AWARD AND EVALUATION**

All information required by this Proposal Invitation, including catalogs/pricelists where required by the Proposal Specifications, must be submitted with the Proposal or your Proposal will be deemed nonresponsive. Responsive Proposals will be evaluated, and any Contracts will be awarded based on the evaluation and award criteria as set out in Section C.2 of the General Terms and Conditions determined to provide best value to Cooperative members.



### **COMPLIANCE WITH APPLICABLE LAWS**

By submitting a Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and, if awarded, will continue to maintain during the entire term of this Contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this Contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regard to awarded products and/or services.

Further, all software and/or hardware shall comply with all accessibility requirements applicable under state, local, and/or federal law and accessibility standards including where applicable, the most recent Web Content Accessibility Guidelines (WCAG).

### **BUYBOARD WEBSITE AND TECHNICAL REQUIREMENTS**

Information on awarded Contracts, including awarded products and services under this Proposal Invitation, will be available to Cooperative members on the online marketplace platform utilized by the Cooperative: the BuyBoard. Vendors should review and confirm Vendor's ability to meet the BuyBoard Technical Requirements contained in Appendix I of this Proposal Invitation. The BuyBoard Technical Requirements may be updated from time to time as set forth in the General Terms and Conditions. To the extent a Vendor is awarded a Contract under this Proposal Invitation but is unable to meet the applicable BuyBoard Technical Requirements and provide the information in the format required by those requirements, Vendor acknowledges that the information available on the BuyBoard for Vendor's awarded products or services may be limited. This may place Vendor at a disadvantage and impact the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services through the BuyBoard website.

To improve and enhance the experience of Cooperative members seeking to procure goods and services, the Cooperative may also, in its sole discretion, provide Vendors with an opportunity to have Vendor's logo, product images, and similar brand and trademark information included in the BuyBoard online marketplace in relation to Awarded Items. Vendors shall review the BuyBoard Vendor Consent for Name Brand Use included with the Proposal Forms in this Proposal Invitation.

### **PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED**

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

### **ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance / EDGAR):**

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



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

## **PROPOSER'S ACCEPTANCE AND AGREEMENT**

**Proposal Invitation Name:** Technology Equipment, Products, Services and Software

**Proposal Due Date/Opening Date and Time:** July 22, 2021 at 4:00 PM

**Proposal Invitation Number:** 661-22

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

**Contract Term:** January 1, 2022 through December 31, 2022 with two possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:** October 2021

*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.*

\_\_\_\_\_  
Name of Proposing Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Printed Name of Authorized Company Official

\_\_\_\_\_  
Telephone Number of Authorized Company Official

\_\_\_\_\_  
Position or Title of Authorized Company Official

\_\_\_\_\_  
Fax Number of Authorized Company Official

\_\_\_\_\_  
Federal ID Number

## **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 Israel Boycott Certification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

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

### **PROPOSAL ACKNOWLEDGEMENTS**

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

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

**Initial:** \_\_\_\_\_



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

### **FELONY CONVICTION DISCLOSURE**

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

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

Please check (✓) one of the following:

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

**Initial:** \_\_\_\_\_



### **RESIDENT /NONRESIDENT CERTIFICATION**

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

Please check (√) one of the following:

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

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

Company Name	Address	
City	State	Zip Code

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

### **DEBARMENT CERTIFICATION**

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

### **VENDOR EMPLOYMENT CERTIFICATION**

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

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

Please check (√) one of the following:

- Yes
- No

**Initial:** 933

## **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.

## **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.

**Initial:** \_\_\_\_\_





## **ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS**

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

---

---

---

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

## **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 or other agreement for construction-related goods or services.

**Initial:** 935





## **DEVIATION AND COMPLIANCE**

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

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

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

Please check (√) one of the following:

- No;** Deviations
- Yes;** Deviations

List and fully explain any deviations you are submitting:

---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---



---

**Initial:** \_\_\_\_\_



## **VENDOR CONSENT FOR NAME BRAND USE**

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

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

**Initial:** \_\_\_\_\_

**CONFIDENTIAL/PROPRIETARY INFORMATION****A. Public Disclosure Laws**

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

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

Please check (✓) one of the following:

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

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

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

Confidential / Proprietary Information:

---

---

---

---

---

---

*(Attach additional sheets if needed.)*

**Initial:** \_\_\_\_\_

**B. Copyright Information**

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

Please check (✓) one of the following:

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

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

Copyright Information: \_\_\_\_\_

\_\_\_\_\_

*(Attach additional sheets if needed.)*

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

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

**D. Consent to Release Proposal Tabulation**

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

**Initial:** \_\_\_\_\_



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

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

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

### **1. Vendor Violation or Breach of Contract Terms:**

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

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

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

### **2. Termination for Cause or Convenience:**

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

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

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

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

**Initial:** 940

**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:**

942



**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:**

943



## **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 Israel Boycott Certification
- 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

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

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date



## **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:** \_\_\_\_\_

*(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): \_\_\_\_\_

**Federal Employer Identification Number:** \_\_\_\_\_

*(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.)*



## 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 \_\_\_\_/\_\_\_\_). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

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

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

**CURRENT BUYBOARD VENDORS**

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

**Current Discount (%):** \_\_\_\_\_

**Proposed Discount (%):** \_\_\_\_\_

Explanation: \_\_\_\_\_



### **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. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____

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

---



---



---

### **COMPANY PROFILE**

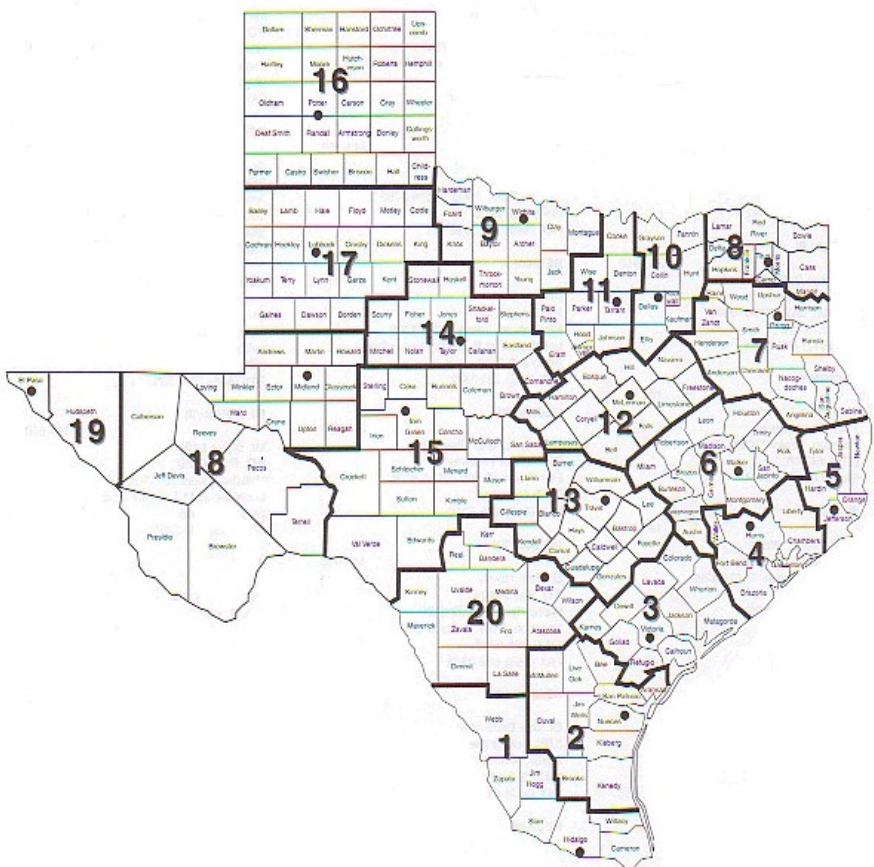
Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website.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

## 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 form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(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.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)

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

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

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

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Proposal Invitation Number

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name of Authorized Company Official

\_\_\_\_\_  
Date



## LOCATION / AUTHORIZED SELLER LISTINGS

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

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



## 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.

---

---

---

---

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

---

---

---

---

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

---

---

---

---



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)

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

---

---

---

---

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

---

---

---

---

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

---

---

---

---

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

---

---

---

---

---



## **VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES**

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

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

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

**NAME OF VENDOR:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Vendor Authorized Representative**

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

*(For Cooperative Administrator Use Only)*

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

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



## **PROPOSAL SPECIFICATION SUMMARY**

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

**NOTE 1:** Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor must list one specific percentage discount for each manufacturer listed.

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

1. Discount (%) off catalog/pricelist for **Computer Hardware and Equipment** (desktops, laptops, tablets, equipment, supplies, and related products).
2. Discount (%) off catalog/pricelist for **Printers, Scanners, Digital Press and Related Products.**
3. Discount (%) off catalog/pricelist for **Smart Boards, Projectors, Document Cameras and Related Products.**
4. Discount (%) off catalog/pricelist for **Network Hardware and Related Products** (servers, routers, switches, equipment, supplies, and related products).
5. Discount (%) off catalog/pricelist for **Cabling and Related Products** (equipment, supplies, and related products).
6. Discount (%) off catalog/pricelist for **Digital Signage and Related Products** (equipment, supplies, and related products).
7. Discount (%) off catalog/pricelist for **Technology Supplies and Related Products.**
8. Discount (%) off catalog/pricelist for **Technology Repair Parts.**
9. Discount (%) off catalog/pricelist for **All Other Technology Related Products and Services.**
10. Discount (%) off catalog/pricelist for **Electronic Asset Recovery and Disposal Services.**
11. Discount (%) off catalog/pricelist for **Technology Related Maintenance Agreements.**

**NOTE 2:** Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription basis and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Content Accessibility Guidelines and applicable state, local, and/or federal law.

### **Section II: Software as a Product (SaaP) and Services**

12. Discount (%) off catalog/pricelist for **Admission Ticket Tracking Software.**
13. Discount (%) off catalog/pricelist for **Bill Pay Software and Technology.**
14. Discount (%) off catalog/pricelist for **Business/Office Software.**
15. Discount (%) off catalog/pricelist for **Desktop/Web Publishing Software.**
16. Discount (%) off catalog/pricelist for **Instructional Software.**
17. Discount (%) off catalog/pricelist for **Specialty Software Products** (school transportation routing software, and related products).
18. Discount (%) off catalog/pricelist for **Imaging and Deployment Software Services.**
19. Discount (%) off catalog/pricelist for **Cloud Storage, Hosting and Related Software Services.**
20. Discount (%) off catalog/pricelist for **Archive, Email, Data Migration and Related Services.**
21. Discount (%) off catalog/pricelist for **Software Support Maintenance Agreements.**



**Section III: Telecommunication Products and Supplies**

- 22. Discount (%) off catalog/pricelist for **Telecommunication Products (PURCHASE)** (phone systems, VOIP, smartphones/mobile phones, intercom systems, and related products).
- 23. Discount (%) off catalog/pricelist for **Telecommunication Products (LEASE)** (phone systems, VOIP, smartphones/mobile phones, intercom systems, and related products).
- 24. Discount (%) off catalog/pricelist for **Telecommunication Services** (broadband data plans; internet service, mobile cell booster and related services).
- 25. Discount (%) off catalog/pricelist for **Telecommunication Repair Parts.**
- 26. Discount (%) off catalog/pricelist for **Telecommunication Related Maintenance and/or Service Agreements.**

**Section IV: Training, Installation and Repair Service**

- 27. Discount (%) off catalog/pricelist for **Hourly Labor Rate for Technology Staff Development and Training of Equipment, Software, and Products - not to exceed** hourly labor rate for Technology Staff Development and Training of Equipment, Software, and Products.
- 28. Discount (%) off catalog/pricelist for **Hourly Labor Rate for Installation/Repair Service of Technology Equipment and Related Products - not to exceed** hourly labor rate for Technology Equipment and Related Products.
- 29. Discount (%) off catalog/pricelist for **Hourly Labor Rate for Installation/Repair Service of Software Products - not to exceed** hourly labor rate for Software Products.
- 30. Discount (%) off catalog/pricelist for **Hourly Labor Rate for Installation/Repair Service of Telecommunication Products and Supplies - not to exceed** hourly labor rate for Telecommunication Products and Supplies.
- 31. **Hourly Labor Rate for Website Design and Programming - not to exceed** hourly labor rate for Website Design and Programming.
- 32. **Hourly Labor Rate for All Types of IT Position(s)** (Manager, Supervisor and Service Technician) - **not to exceed** hourly labor rate for All Types of IT Position(s).



## **REQUIRED FORMS CHECKLIST**

(Please check (√) the following)

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

### **PROPOSAL FORMS PART 1: COMPLIANCE FORMS**

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

### **PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS**

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

## **GENERAL TERMS AND CONDITIONS**

### **A. General Provisions**

#### **1. Statement of Inclusion/Applicability**

These General Terms and Conditions ("Terms and Conditions") apply to this Proposal Invitation and the proposing company's response to this Proposal Invitation. These Terms and Conditions are an integral part of any Contract which is awarded or Purchase Order which is issued in association with this Proposal Invitation.

#### **2. Organization and Section Titles**

The provisions of these Terms and Conditions are generally organized according to the stages of the procurement process: proposal, evaluation, award, and performance. This organization of and the section titles used in these Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in these Terms and Conditions does not constitute an order of preference or importance.

#### **3. Definitions**

As used in this Proposal Invitation and associated documentation, the following terms have the meanings set out below unless the context requires otherwise, regardless of whether initial capitalization is consistently used. Words used in the singular include the plural, and words used in the plural include the singular. To the extent terms are defined or used differently in different Proposal Invitation documents, substance prevails over form:

**"Awarded Items"** has the meaning set for in section E.3 of the Terms and Conditions.

**"Awarded Pricing"** has the meaning set forth in section E.4 of the Terms and Conditions.

**"BuyBoard®," "the BuyBoard," or "BuyBoard website"** means the internet-based electronic commerce technology provided by the Cooperative Administrator, the Texas Association of School Boards, Inc. (TASB), to enable Cooperative members to purchase awarded goods and services electronically.

**"BuyBoard Administrator" or "Cooperative Administrator"** means the Texas Association of School Boards, Inc. (TASB), 12007 Research Blvd, Austin, Texas 78759.

**"Contract"** means the contract between the Cooperative and a successful Proposer (Vendor), which gives Vendor the opportunity to serve Cooperative members based on the Cooperative's acceptance of all or part of the Vendor's Proposal, and is comprised collectively of the following:

- (a) This Proposal Invitation;
- (b) Vendor's Proposal;
- (c) Notice of Award issued to Vendor by the Cooperative; and
- (d) Purchase Order between a Cooperative member and Vendor, and any additional terms, conditions, or instructions agreed to by Vendor and a Cooperative member that are consistent with these Terms and Conditions. (A Purchase Order between a Cooperative member and Vendor shall be deemed part of the Contract for the specific Cooperative member purchase only and for determination of the Service Fee as set forth in these Terms and Conditions. Purchase Order terms, including additional or supplemental terms, conditions, or instructions agreed to between a Vendor and a Cooperative member where permitted by these Terms and Conditions shall apply between the Cooperative member and Vendor as to the specific Cooperative member purchase only but shall not alter or affect the Terms and Conditions of the Contract as between the Cooperative in its own right and Vendor.)

**"Cooperative"** means The Local Government Purchasing Cooperative (which may also be referred to as "Texas Cooperative" herein), including when acting by and through the Cooperative Administrator, unless a distinction is made otherwise.

**"Cooperative member"** or **"member"** means a local governmental entity (e.g., school district, city or county) or other governmental entity that is a member of the Cooperative and is eligible to purchase through a governmental purchasing cooperative or interlocal contract. Although not eligible to be a member of the Cooperative, "Cooperative member" as used in these Terms and Conditions may include the Cooperative administrator's non-profit entity subscribers when used in relation to a purchase from a non-profit subscriber.

**"Goods"** or **"Products"** (which terms are used interchangeably) means the goods, products, equipment or other commodities and/or services that are the subject of this Proposal Invitation.

**"Proposal Invitation"** means this Proposal Invitation and all associated documentation, including without limitation, these Terms and Conditions and any amendments hereto, additional terms and conditions specific to this Proposal Invitation, instructions, exhibits or attachments, forms, agreements, certifications, item specifications, appendices, and addenda.

**"Proposal"** means Proposer's complete and correct response to this Proposal Invitation, including all information, forms, agreements, certifications and other documentation required by this Proposal Invitation, properly submitted by Proposer's duly authorized representative.

**"Proposal Due Date"** means the date and time specified in the Proposal Invitation, or any addenda thereto, by which Vendors are required to submit Proposals for this Proposal Invitation.

**"Proposer"** or **"Vendor"** means the company or firm that submits a Proposal or, depending on the context, the proposing company to which the Cooperative awards a Contract under this Proposal Invitation. (For purposes of the forms associated with this Proposal Invitation, "you", "your", "I" or "my" refer to Proposer or Vendor, as applicable.)

**"Purchase Order"** means a Cooperative member's fiscal form or other instrument which is used in making a purchase from Vendor under a Contract. A Purchase Order may include a written or electronic purchase order, record of an online order, record of a purchasing card (P card) purchase, or any other record or instrument used by a Cooperative member to document a Cooperative member's authorized commitment to purchase awarded goods or services from a Vendor under a Contract.

**"Vendor Invoice"** means Vendor's billing form or other instrument, written or electronic, documenting charges for goods or services delivered to the Cooperative member under a Purchase Order under a Contract.

## B. Proposal Requirements

### 1. Specifications

Unless otherwise specified, the specifications are intended to be non-proprietary, and should be construed as such. Catalog numbers, brand names, or manufacturer product or reference numbers used in the item specifications in this Proposal Invitation are intended to be descriptive, not restrictive. These references, as well as any approved brands and/or models listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In some cases, however, the Cooperative may find it advantageous in order to provide best value to Cooperative members to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these limited cases, preference will be given to the specific products identified as approved brands and/or models, especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, Proposer is encouraged to propose the exact item specified, in addition to an alternate brand or model with equal/equivalent functionality or features where appropriate or necessary.

In all cases, Proposals must identify the manufacturer, brand, model, etc., of the item being offered. For Proposals on "equal/equivalent" items other than the specified approved brand and/or model, Proposer must supply a complete description and sufficient data for the Cooperative to properly analyze the product being proposed, including its functionality and features. In order to conduct such analysis, the Cooperative may request samples for items other than approved brands and/or models. If the specification identifies a specific brand or model for any item and Proposer fails to identify the manufacturer, brand, model, etc., for that item, **the Cooperative will assume Proposer is proposing on the exact brand and model identified in the specification, and if awarded a contract, Vendor must furnish the exact brand name, model, etc., as specified. Substitutions will not be allowed after the contract is awarded**, except as provided for in section E.8 (Product Updates and Substitutions) of these Terms and Conditions.

The apparent silence of the specifications as to any detail, or the apparent omission from any specification of a detailed description concerning any point, will be interpreted to mean that only the best commercial practices will prevail, and the specification will be construed accordingly.

**NOTE:** Unless a different time period is stated in the General Information document of this Proposal Invitation, if Proposer discovers or suspects an error in any item specification in this Proposal Invitation, including that the specification is proprietary where not intended, Proposer must notify the Cooperative Administrator of the error in writing at [bids@buyboard.com](mailto:bids@buyboard.com) immediately, but in no event later than the 10<sup>th</sup> business day before the Proposal Due Date.

## 2. Proposal Pricing

Pricing must be provided in the form required by the specifications and in accordance with the Proposal Invitation.

Unless otherwise provided in the specifications, if the specifications require "Line Item" or unit pricing, the Proposal must include a specific not-to-exceed price for the unit of measure specified for that item. Proposer is responsible for clearly noting any differences in proposed packaging and/or units of measure as a deviation in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions) of these Terms and Conditions.

Unless otherwise provided in the specifications, if the specifications require "discount from catalog" or "discount from pricelist" pricing, Proposer must quote the discount percentage to be applied to all items in each published catalog or pricelist included in the Proposal. Proposer must submit each catalog or published pricelist proposed with the Proposal in electronic format and in accordance with the requirements of the Proposal Invitation. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the catalogs or pricelists submitted do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

For installation, repair, and other services or labor, the specifications may require not-to-exceed labor rates or coefficient to be applied to a unit cost book. Proposers must provide pricing in the form required by the specifications and note any deviations in accordance with B.4 (Deviations from Item Specifications or General Terms and Conditions).



Proposer's pricing must be equal to or better than pricing Proposer offers other similarly situated customers under similar circumstances, including those offered to other purchasing cooperatives. Pricing that is not considered equal or better could result in the Proposal being determined non-competitive and not considered for award.

Unless specified otherwise in this Proposal Invitation:

- (a) A "cost plus" Proposal will not be accepted;
- (b) Proposer will not include freight, transportation and delivery charges or costs, or sales tax in Proposal pricing. (Freight, transportation and delivery charges, if applicable, are to be pre-paid by the awarded Vendor and, subject to section E.5 (Packaging, Transportation, and Delivery) of these Terms and Conditions, included as a separate item on the invoice to the ordering Cooperative member);
- (c) Proposal pricing must include the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions; and
- (d) Proposal pricing must be firm for acceptance and the Cooperative's period for acceptance will be at least 120 calendar days from the Proposal Due Date.

If Vendor is awarded a Contract, updates to pricing during the Contract term shall only be permitted in accordance with the requirements of section E.4 (Awarded Pricing) of these Terms and Conditions. Discount percentages off catalogs or pricelists must remain firm for the full Contract term.

### 3. Quality

Unless otherwise indicated in this Proposal Invitation, proposed products must be new and in first class condition, and must be warranted in the same manner and to the same extent as normally provided to other customers of Proposer. Additionally, proposed products must conform to the highest standards of manufacturing practice, including, for all tangible goods included in this Proposal Invitation, containers suitable for shipment and storage. Unless otherwise specified, "factory seconds," "refurbished", or otherwise inferior items are not acceptable. All services must comply with applicable industry standards.

### 4. Deviations from Item Specifications or General Terms and Conditions

Other than a deviation submitted in writing with the Proposal and **accepted by the Cooperative**, the Cooperative will hold Vendor accountable to the Cooperative and Cooperative members to perform in strict accordance with these Terms and Conditions and the item specifications as written. (For requirements for ancillary agreements between Cooperative members and Vendors for specific purchases, see section D.2 (Applicable Terms and Conditions; Ancillary Agreements).)

Vendor must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations (collectively "deviations") from these Terms and Conditions or any of the item specifications in the Proposal on the Deviation and Compliance form (or an attachment thereto) at the time the Proposal is submitted. Deviations must be specific to these Terms and Conditions or the item specifications and clearly identify the specific section or item to which the deviation applies. The Cooperative shall not be deemed to have accepted, and a Contract shall not be subject to, any term or condition included in Vendor's Proposal which differs from these Terms and Conditions unless Vendor has specifically identified the deviation on the Deviation and Compliance form and the deviation is accepted by the Cooperative.

The submission of a deviation or deviations may place Vendor at a competitive disadvantage or otherwise prevent the Cooperative from considering the Proposal on the affected item(s).



**The following Terms and Conditions are not subject to deviation. Any attempted deviation by Vendor to such Terms and Conditions, whether directly or indirectly, shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:**

- (a) Section B.9, Requirements of the Texas Public Information Act; Confidential Information;
- (b) Section B.12, Certifications;
- (c) Section D.2, Applicable Terms and Conditions; Ancillary Agreements;
- (d) Section E.6.b, Payments;
- (e) Section E.11, BuyBoard Vendor Information and Reporting of Cooperative Member Purchases
- (f) Section E.12, Service Fee;
- (g) Section E.13, Disclaimer of Warranty and Limitation of Liability;
- (h) Section E.14, Sales Tax;
- (i) Section E.15, Use of BuyBoard Logo and Trade Name;
- (j) Section E.16, Indemnification;
- (k) Section E.17, Intellectual Property Infringement;
- (l) Section E.18, Remedies for Default and Termination of Contract;
- (m) Section E.19, Force Majeure;
- (n) Section F., Miscellaneous, including all subsections (F.1-F.12) thereto.

**Further, any deviation by Vendor which, directly or indirectly, seeks to add terms or requirements substantively similar to the following shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety:**

- (a) Any deviation seeking to supersede these Terms and Conditions with Vendor's own agreement form, standard agreement, or terms and conditions;
- (b) Any deviation seeking to require the Cooperative, Cooperative Administrator, or any Cooperative member to indemnify or hold harmless Vendor.

The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Vendor(s) regarding any submitted deviation(s), consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

## 5. Addenda

Any interpretation, correction or change to this Proposal Invitation will be made by written addendum, and updated information contained in an addendum will prevail over the information contained in the original Proposal Invitation or a previous addendum. The Cooperative, by and through the Cooperative Administrator, is the sole authority for the issuance of any addendum, and any communication related to this Proposal Invitation that is not from the Cooperative is invalid. Although the Cooperative may provide electronic notification when an addendum has been issued and the changes will be flagged, it is Vendor's responsibility to monitor the BuyBoard vendor website for possible addenda and incorporate any posted addendum into the Proposal. Vendor must acknowledge each addendum in accordance with the instructions accompanying the addendum.

## 6. Samples

For any commodities included in this Proposal Invitation, the Cooperative, by and through the Cooperative Administrator, or Cooperative member may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, Cooperative Administrator, or requesting Cooperative member, as applicable. The Cooperative Administrator or requesting Cooperative member must receive the sample within such reasonable specified time as requested. The submitted sample must be labeled with the Proposal Invitation name and number, item number, product identification number, and Vendor's name. Vendor's failure to submit a sample when requested will result in the product in question not being considered for award to Vendor.

The Cooperative Administrator or Cooperative member may retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing and if Vendor has included a written return request with a submitted sample, the Cooperative Administrator or Cooperative member will return samples to Vendor at Vendor's expense. Notwithstanding the foregoing, the Cooperative Administrator or Cooperative member may permanently retain samples submitted by awarded Vendors for the purpose of determining that the quality and workmanship of awarded products delivered to Cooperative members is comparable to the samples. Neither the Cooperative, the Cooperative Administrator, nor a requesting Cooperative member will be liable for samples that are damaged, destroyed or consumed during examination or testing.

### **7. Proposal on All or Certain Items; Service Regions**

Unless otherwise specified, Vendor may propose on any or all items. Vendor should answer all questions related to each item on which Vendor wishes to propose and indicate "No Bid" for those items on which Vendor does not wish to propose. Failure to complete any item in the specifications will be deemed a no bid on that item. The Cooperative will consider items individually and make awards on each item independently, except for related items for which compatibility will be an element of consideration. In such cases, small groups of items may be considered as a unit.

Vendor's Proposal shall specify the regions and/or states that Vendor proposes to serve by completing the appropriate Proposal forms. Vendor shall specify only those regions or states for which Vendor is authorized either under applicable law and/or by the manufacturer to sell the proposed products. If Vendor proposes multiple products, and the regions or states which the Vendor is able to serve and proposes to serve differ by product, Vendor must specify the specific regions or states by product in its Proposal. **A Vendor may not select a region or state in its Proposal where Vendor is unable or unauthorized to sell a proposed product. If it is determined that a Vendor is unable, unauthorized, or refuses to provide any awarded product(s) or service(s) in a region or state specified in Vendor's Proposal, such inability, lack of authorization, or refusal shall be an event of default and subject to all remedies up to and including termination of Vendor's Contract.**

### **8. "All or Nothing" Awards**

Unless otherwise indicated in this Proposal Invitation, "all or nothing" Proposals are **not** acceptable and will be rejected. Vendor must be willing to accept a partial award for any combination of the items or services proposed and must be willing to share the business with any other successful Proposers.

### **9. Requirements of the Texas Public Information Act; Confidential Information**

#### **(a) Vendor Compliance.**

**The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Proposal Invitation and any awarded Contract, and Vendor agrees that the Contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

Pursuant to Texas Government Code Sections 552.371 and 552.372, to the extent the Contract or any Purchase Order thereunder has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by a governmental body in a fiscal year of the governmental body, Vendor shall:

- 1) preserve all contracting information, as defined in Texas Government Code Section 552.003(7) ("Contracting Information"), related to the Contract or any Cooperative member Purchase Order thereunder as provided by the records retention requirements applicable to the governmental body for the duration of the Contract (including any Purchase Order thereunder);
- 2) promptly provide to the Cooperative or Cooperative member, as applicable, any Contracting Information related to the Contract that is in the custody or possession of Vendor on request of the Cooperative or Cooperative member; and

- 3) on completion of the Contract (including any Purchase Order thereunder), either:
- (A) provide at no cost to the Cooperative or Cooperative member, as applicable, all Contracting Information related to the Contract (including any Purchase Order) that is in the custody or possession of Vendor; or
  - (B) preserve the Contracting Information related to the Contract (including any Purchase Order thereunder) as provided by the record retention requirements applicable to the Cooperative or Cooperative member, as applicable.

The Cooperative may not accept a Proposal or award a Contract to a Vendor that the Cooperative has determined has knowingly or intentionally failed to comply with Texas Government Code Chapter 552, Subchapter J, in a previous Proposal or Contract unless the Cooperative determines and documents that Vendor has taken adequate steps to ensure future compliance with the requirements of said Subchapter.

**(b) Confidential/Proprietary Information.**

**Proposer must clearly identify information in the Proposal that Proposer considers proprietary or confidential by completing the Confidential/Proprietary Information form. Further, for any other information provided by Vendor to the Cooperative after Contract award (updated catalogs or pricelists, Vendor information, etc.), Vendor shall clearly mark and identify any information that Vendor considers proprietary or confidential. The Cooperative will treat such information as confidential only to the extent allowable under the Texas Public Information Act (Chapter 552 of the Texas Government Code) or similar disclosure law.**

If Vendor fails to properly identify information that the Vendor considers proprietary or confidential, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure laws. **The Cooperative and its Administrator will not be responsible for Vendor's failure to clearly identify information Vendor considers confidential or proprietary.** Vendor may be notified of a third-party request for information that Proposer has identified in the Confidential/Proprietary Information form as proprietary or confidential when required by the Texas Public Information Act or similar disclosure law.

By submitting a Proposal, Vendor acknowledges that the Cooperative and the Cooperative Administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

**10. Certain Professional Services Excluded**

Neither this Proposal Invitation nor any Contract includes services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

**11. Withdrawal or Modification of Proposal**

Vendor may withdraw or modify a submitted Proposal **prior to the Proposal Due Date and time** specified in this Proposal Invitation. A Proposal may be withdrawn only in strict accordance with this section.

**Electronic Proposals Submissions:** A Proposal submitted electronically through a website designated by the Cooperative for submission of electronic proposals may be withdrawn or modified prior to the Proposal Due Date and time through the same electronic proposal submission website. Vendor's login to the electronic proposal submission website shall be used to verify Vendor's identity. Vendor shall be solely responsible for ensuring only authorized use of its login, following all website instructions, and ensuring that the Proposal is properly withdrawn or modified prior to the Proposal Due Date and time.

**Hard Copy Submissions:** If a Vendor submitted a Proposal in hard copy electronic format via mail or in person, rather than electronic submission through the designated website, Proposer must submit a written request to the Cooperative Administrator to withdraw the Proposal. The request to withdraw must be signed by an individual authorized to enter into contracts on Vendor's behalf and indicate the individual's title. If the Cooperative Administrator has any question or doubt regarding Vendor's identity or the identity of its Proposal, withdrawal will not be allowed. If the Cooperative Administrator, decides to allow the withdrawal, Vendor's duly authorized representative may be required to complete and sign a written receipt satisfactory to the Cooperative Administrator before the proposal will be released. The decision of the Cooperative Administrator relating to matters concerning withdrawal of a Proposal is final.

A Vendor may resubmit a withdrawn Proposal, or submit a new Proposal, up until the Proposal Due Date and time, provided any new submission meets the requirements of this Proposal Invitation. If Vendor resubmits a Proposal that was withdrawn and makes any change to any document in the Proposal package, the change must be made in accordance with the Cooperative's instructions for Proposal submissions, and Vendor will be deemed to have authorized such change.

**Proposals that are in the Cooperative's possession (including Proposals submitted through an electronic proposal submission website designated by the Cooperative) at the Proposal Due Date and time shall be deemed final, conclusive, and irrevocable; and no Proposal will be subject to withdrawal, amendment, or correction by a Vendor after the Proposal Due Date and time specified in this Proposal Invitation.** However, pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions), the Cooperative reserves the right, in its sole discretion, to seek clarification, communicate and resolve issues around deviations that were submitted in a Proposal, consistent with general procurement principles of fair competition.

## 12. Certifications

The Proposer's Acceptance and Agreement and Proposal Acknowledgements forms, which are fundamental to and incorporated into this Proposal Invitation, require Vendor to certify to certain matters. Pursuant to and in accordance with such forms, and in addition to the matters set forth therein, Vendor certifies to the following with respect to this Proposal Invitation, the Proposal, and any Contract awarded under this Proposal Invitation.

### (a) Non-Collusion Certification

Vendor agrees and certifies to the following, and understands that the penalty for violating this non-collusion certification will be the immediate disqualification of Vendor's Proposal or, if the violation is revealed after Contract award, any remedies allowed by law or the Contract including termination of Vendor's Contract:

- 1) Neither Vendor nor any business entity represented by Vendor has received compensation for participation in the preparation of the item specifications or these Terms and Conditions related to this Proposal Invitation;
- 2) The Proposal has been arrived at independently and is submitted without collusion with any other Vendor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any Proposer an unfair advantage over any other Proposer with respect to the Proposal;
- 3) Vendor has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the Cooperative or any of its members in connection with any information or submission related to the Proposal, any recommendation, decision, vote, or award related to the Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to the Proposal;
- 4) Neither Vendor, nor any business entity represented by Vendor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to the Proposal, and the Proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other Proposer, competitor, or potential competitor prior to the opening of Proposals; and
- 5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

**(b) Certification Regarding Ethics, Fair Competition, and Other Matters**

Vendor agrees and certifies to the following:

- 1) Vendor has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with the Proposal;
- 2) Vendor has a high degree of integrity and business ethics, and a satisfactory record of performance;
- 3) Vendor is an authorized dealer, distributor, or manufacturer for the products or services offered in the Proposal for each region or state Vendor proposes to serve in the Proposal;
- 4) Vendor has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from submitting its Proposal and Vendor would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this Proposal Invitation, and Vendor will comply with any reasonable request from the Cooperative to supply information sufficient to substantiate the foregoing representations;
- 5) Vendor has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract;
- 6) The prices, prompt payment discount terms, delivery terms, distribution allowances and the quality and/or performance (including warranties) of the product or services offered in the Proposal are and will remain the same or better than those offered Vendor's similarly situated customers under similar circumstances, including those offered through other purchasing cooperatives;
- 7) All pricing offered in the Proposal is and will remain fair and reasonable considering general market pricing for similar goods or services. Vendor has not and will not seek to engage in price gouging or price manipulation including, but not limited to, submitting artificially low pricing in pricelists, catalogs, or other pricing submitted with the Proposal or quotes to Cooperative members in an attempt to secure a Contract or Purchase Order and subsequently attempting to increase such proposed pricing citing market pricing;
- 8) The products and services offered in the Proposal represent the full and complete products and services Vendor seeks to provide if awarded a Contract. If awarded, except as permitted by Section E.8 (Product Updates and Substitutions) of the Terms and Conditions, Vendor will be limited to awarded products and services included in the Proposal and will not seek to sell non-awarded items using the Contract.
- 9) The Proposal complies with all federal, state, and local laws concerning these types of products or services, and Vendor will continue to comply with any applicable federal, state, and local laws related to Vendor's activities in connection with the Contract;
- 10) Vendor will comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon or state or local law, including Chapter 2258 of the Texas Government Code;
- 11) Vendor will maintain, at Vendor's expense, any insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or its agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law; and
- 12) Any false statement contained in the Proposal is a material breach of contract which will void the Proposal or any resulting Contract, and subject Vendor to removal from all proposal lists, and possible criminal prosecution.

**13. Proposal Signatures**

Vendor must submit its Proposal in strict accordance with the Cooperative's instructions, including having an officer duly authorized by Vendor execute the Proposal. By signing, the signatory warrants that he or she has read and agrees to the terms of the Proposal and is authorized to execute same as a legally binding act of Vendor. A facsimile or electronic signature will be deemed an original.



**14. No Reimbursement**

**Vendor understands and acknowledges the Cooperative will not reimburse or pay Vendor for any expenses Vendor incurs in preparing its Proposal or providing additional information required in connection with the Proposal.**

**C. Proposal Evaluation**

**1. General**

A Proposal submitted in accordance with this Proposal Invitation will initially be considered for award; however, initial consideration of a Proposal will not constitute an assessment of its meeting the necessary qualifications, and a Proposal may be disqualified at any time during the evaluation process for failure to meet any other terms or conditions contained anywhere else in this Proposal Invitation.

**2. Best Value Criteria**

The Cooperative evaluates Proposals on the basis of best value to Cooperative members. In evaluating Proposals and determining best value for all Cooperative members, the Cooperative will consider the following criteria:

Best Value Criteria		Maximum Points
1	Price Competitiveness	45
2	Vendor Past Performance	15
3	Vendor Reputation for Goods and Services	15
4	Financial and Technical Resources	15
5	Capability of Servicing Cooperative Members	5
6	Any other relevant factor or requirement listed in this Proposal Invitation	5
<b>TOTAL</b>		<b>100</b>

The Cooperative’s evaluation may include Vendor’s responses to the forms and other attachments or information included with a Proposal or associated with this Proposal Invitation, including but not limited to Vendor’s responses to the Proposal Invitation Questionnaire, as well as any other information at its disposal deemed relevant by the Cooperative in its sole discretion. Only responsive Proposals will be evaluated. Failure to include all required information may result in a Proposal being deemed non-responsive.

As a general matter, the Cooperative seeks to make competitive and indefinite quantity awards to Proposers that give the same or better discounts/pricing than they give their best governmental clients and can provide best value to Cooperative members. Proposers should provide competitive pricing that is the same or better than the pricing provided their best governmental clients. Each Proposal is evaluated on its own merit and determined to be fair and reasonable, including by comparing the price/discounts that Vendor offers other governmental clients.

If this Proposal Invitation requires discount pricing, discount practices may be examined and evaluated, in the Cooperative’s sole discretion, based on historical data, sales information, discounts granted to other governmental clients, and/or other market research techniques. The Cooperative may award Contracts to multiple Proposers supplying comparable products or services, also known as a multiple award schedule, or award the Contract to a single Proposer. The Cooperative’s decision to make multiple awards or a single award will be based upon the Cooperative’s sole discretion regarding the type of award that provides best value to all Cooperative members.

In regard to Vendor past performance, among other factors, the Cooperative may consider a Vendor’s breach of contractual obligation on any other active or prior Cooperative contract awarded to Vendor including, but not limited to, nonpayment of service fees by Vendor, its parent company or affiliates and/or Vendor’s failure to generate any minimum amount specified in a prior-awarded Cooperative contract.

The Proposal Invitation may also require Proposers to provide certain information in the Proposal Forms for which the Cooperative does not evaluate the Proposer's responses as part of the award criteria set out in this Section C.2. The Cooperative requests such information because it may be relevant to federal, state or local procurement law or other requirements that apply to various Cooperative members. (Cooperative members may also require and request Vendors provide additional certifications and information to meet the Cooperative member's specific procurement requirements prior to making purchases under an awarded Contract.) This information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

- (a) Resident/Nonresident Certification;
- (b) Vendor Employment Certification;
- (c) Historically Underutilized Business Certification
- (d) EDGAR Vendor Certification.

### **3. Cooperative Board Decision**

The Cooperative reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. The Cooperative may accept or reject a Proposal in its entirety or may reject any part of a Proposal without affecting the remainder of that Proposal and may award individual items in this Proposal Invitation in any combination or in any way that provides best value to Cooperative members based on the criteria set out in section C.2 (Best Value Criteria) of these Terms and Conditions. The Cooperative may use all means and information at the collective disposal of the Cooperative, Cooperative Administrator, and Cooperative members to evaluate Proposals. The final decision as to the best overall offer(s), including as to pricing and suitability of the proposed products or services to meet the needs of and provide best value to Cooperative members, rests solely with the Cooperative's Board of Trustees.

The Board's decision may be protested only in accordance with the Board's protest procedure policy, which is available from the Cooperative Administrator upon written request. Pursuant to the Board's protest procedure policy, a protest challenging the terms, conditions or form of notice of this Proposal Invitation and accompanying documentation must be received by the Cooperative no later than 5:00 p.m. CST the fifth business day before the Proposal opening date, and a protest challenging an award decision, including proposal evaluations, no later than 5:00 p.m. CST the fifth business day after the award is posted on the BuyBoard vendor website.

## **D. Contract Award**

### **1. Notice of Award and Related Matters**

A Proposal is an offer by Vendor to contract with the Cooperative and Cooperative members in accordance with this Proposal Invitation, including without limitation the item specifications and these Terms and Conditions. A Proposal does not become a Contract unless and until the Proposal is accepted by the Cooperative through the issuance of a written Notice of Award to a successful Proposer, whereupon the Contract becomes binding and enforceable. The Contract may then be utilized by a Cooperative member by the member issuing a Purchase Order for the awarded products or services. Vendor must honor all Purchase Orders issued by Cooperative members during the Contract term in accordance with these Terms and Conditions. The Cooperative may maintain Vendor's contract documents in electronic format for the duration of the Contract term.

The Cooperative reserves the right to allow awarded Vendors to add additional service regions, at the Awarded Pricing, to the Vendor's Contract during the Contract term.

As provided for in detail in section E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases), all Purchase Orders must be processed through the BuyBoard. All deliveries and financial transactions related to the Purchase Order will occur directly between Vendor and the ordering Cooperative member. As provided for in detail in section E.11(c) (Vendor Invoices), Vendor must provide copies of Vendor Invoices for Cooperative member purchases to the Cooperative Administrator.



## 2. Applicable Terms and Conditions; Ancillary Agreements

By submitting a Proposal, Vendor specifically agrees that these Terms and Conditions shall apply, subject to any deviations properly submitted by Proposer and **approved by the Cooperative** in accordance with section B.4 (Deviations from Item Specifications or General Terms and Conditions). Following award, Vendor shall not seek to impose on a Cooperative member additional terms, conditions, or ancillary agreements that are inconsistent with, or intended to supersede, the Contract Terms and Conditions. Further, Cooperative members and Vendors do not have the authority to modify these Terms and Conditions.

However, nothing herein shall prevent the Cooperative member and Vendor from negotiating additional ancillary terms applicable to a specific purchase or purchases, consistent with the requirements of these Terms and Conditions, including but not limited to:

- (a) Detailed product or service requirements for the specific Cooperative member purchase;
- (b) Product delivery times and requirements for the specific Cooperative member purchase;
- (c) Performance and/or payment bonds from Vendor as may be required by law or policy or deemed necessary or appropriate by the Cooperative member;
- (d) Requirements for Vendor to carry and provide proof of insurance as may be required by law or policy or as deemed necessary or appropriate by the Cooperative member;
- (e) Requirements for background checks at Vendor's expense on Vendor employees who will have direct contact with students or staff, or for other reasons;
- (f) Other requirements applicable to the purchase as may be required by law, local policy, or deemed necessary or appropriate by the Cooperative member.

Any ancillary terms between a Cooperative member and Vendor must be in writing and signed by a representative of the Cooperative member with all necessary authority to accept the agreement and bind the Cooperative member. All risk of confirming proper authority shall lie with Vendor.

By submitting a Proposal, Vendor understands and acknowledges that Cooperative members are governmental entities, and any provision in any ancillary agreement which requires the Cooperative member to indemnify or hold harmless Vendor, or any other provision not allowed by the laws applicable to the purchasing Cooperative member, shall be void and of no effect. Vendor further acknowledges and agrees that, notwithstanding anything in any ancillary agreement, including a product warranty, to the contrary, the laws applicable to such agreement shall be the laws of the state in which the Cooperative member is located. This provision supersedes any provision in any ancillary agreement to the contrary.

Any attempt by Vendor to deviate from this section in Vendor's Proposal shall be deemed rejected. Further, any attempt by an awarded Vendor to impose terms and conditions on a Cooperative member that are inconsistent with the requirements of this section shall be an event of default under the Contract and subject to all remedies up to and including termination of Vendor's Contract.

**Nothing in any ancillary agreement between a Cooperative member and Vendor shall affect the Terms and Conditions of the Contract as between the Cooperative and Vendor.**

## 3. Piggyback Contract and Other Entity Clause

It is the Cooperative's intent that other governmental entities throughout the United States, as well as the administrator's nonprofit entity BuyBoard subscribers, have the opportunity to purchase the goods or services awarded under the Contract at the same pricing and according to these Terms and Conditions, subject to applicable state law, through a piggy-back award or similar agreement. To the extent applicable, Vendor must offer and sell the awarded goods and services to such other organizations and entities in accordance with Vendor's Proposal, including without limitation the State Service Designation form and the National Purchasing Cooperative Vendor Award Agreement.

## E. Contract Performance

### 1. Contract Term

**(a) Term.** The term of the Contract is for the initial term stated in this Proposal Invitation, which term begins on the date specified in the Notice of Award. Unless otherwise stated in this Proposal Invitation, the Contract may be renewed for two additional one-year terms as provided for in this section E.1. In the event the Contract term will expire before the Cooperative awards a successor contract for the categories of awarded products or services, the Contract may be extended beyond the expiration date on a month-to-month basis, or such other term as determined by the Cooperative, upon the agreement of the Cooperative and Vendor, provided that the Awarded Pricing does not increase during such extension. A reference to "Contract term" in these Terms and Conditions means the initial term and any renewal term.

**(b) Survival.** The Contract shall govern the Vendor's and the Cooperative member's rights and obligations with respect to any Purchase Order issued during the Contract term and afterwards with respect to any Purchase Order or purchase bound by the Cooperative member for specified goods or services **before** the Contract award period ended. This includes, but is not limited to, the Vendor's obligations to pay to the Cooperative all applicable service fees as required by section E.12 (Service Fees) of these Terms and Conditions for such Purchase Orders.

**(c) Renewals.** Vendor has no right to or vested interest in a Contract renewal. The Cooperative will evaluate the Contract award prior to the expiration of the then current Contract term (initial or renewal) and reserves the right to not renew the Contract based on factors that may include, but are not limited to, the annual amount of business, Vendor's performance (including, but not limited to, compliance with the Terms and Conditions), and the continued provision of best value to Cooperative members. With respect to annual amount of business, Vendor must generate the minimum amount specified in the General Information document associated with this Proposal Invitation through the Contract, during both the initial and the first renewal term, or may not be offered a second renewal term. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of Vendor's past performance evaluation on future proposal invitations. A renewal must be agreed to by the Cooperative and Vendor. Vendor must promptly, and before the start of the renewal term, notify the Cooperative in writing if Vendor does not accept a renewal offered by the Cooperative or Vendor will have been deemed to have accepted the renewal.

### 2. Prevailing Wages, Bonding and Insurance Requirements

Vendor must comply with any applicable prevailing wage rate requirements under the federal Davis-Bacon and/or state or local law, including but not limited to Chapter 2258 of the Texas Government Code.

Vendor must provide any applicable performance and payment bonds as required by law, including but not limited to Chapter 2253 of the Texas Government Code, or as requested by a Cooperative member.

Vendor must maintain appropriate and sufficient insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy, necessary to protect Vendor and the Cooperative and its members from all claims for bodily injury, death, or property damage that might arise from the performance by Vendor or its employees or agents of any service under the Contract; however, the existence of such insurance does not relieve Vendor of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided by law.

### 3. Awarded Items Only May Be Sold; Conformity to Item Specifications

If awarded a Contract, Vendor may only offer under the Contract those products and services included in Vendor's Proposal and awarded to Vendor by the Cooperative ("Awarded Items"). For awards based on catalogs or pricelists, Awarded Items shall include only those items within the specification category or categories awarded to Vendor that were included in the catalog(s) or pricelist(s) submitted with Vendor's Proposal or as updated when and if permitted

by section E.8 (Product Updates and Substitutions). Any attempt by Vendor to sell items other than Awarded Items under the Contract shall be an event of default under the Contract.

Vendor warrants that the Awarded Items Vendor provides under the Contract will conform to the item specifications and other requirements of this Proposal Invitation (except to the extent and as specifically noted as deviations in Vendor's Proposal), and will be free from all defects in material, workmanship and title. Vendor further warrants that (i) Vendor has obtained, and will continue to maintain during the entire term of the Contract, all permits, approvals, and/or licenses necessary for lawful performance of Vendor's obligations under the Contract; (ii) Vendor will comply with all applicable state, federal and local laws, rules, and regulations in regard to Awarded Items, and (iii) all Awarded Items provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

If Vendor provides a product that does not conform to an item specification, including delivering a product other than the specific brand and model of the product awarded, the ordering Cooperative member may reject the product when delivered and terminate the Purchase Order, at no cost or penalty to the member.

If Awarded Items include chemicals or other products that customarily require Material Safety Data Sheets (MSDS), Vendor must include the MSDS with the first shipment of the product to a Cooperative member during the Contract term. Vendor must provide additional MSDSs to Cooperative members upon request, promptly and at no additional cost.

#### **4. Awarded Pricing**

Awarded pricing shall be based on the line item or unit pricing, discount off catalog or pricelist, not-to-exceed hourly labor rates, or other pricing structure as set forth in the Proposal Invitation, submitted in Vendor's Proposal, and approved by the Cooperative ("Awarded Pricing"). Except as provided in this section E.4 or otherwise in this Proposal Invitation, Vendor shall hold Awarded Pricing firm during the Contract term.

##### **(a) Price Increases**

Except as expressly permitted by these Terms and Conditions, Vendor has no contractual right to make price increases during the Contract term. The Cooperative reserves the right to reject any or all price increases it deems not representing best value to Cooperative members.

##### **1) Line Item/Unit Pricing**

Unless otherwise provided in the Proposal Invitation, for awards based on not-to-exceed line item or unit pricing, Vendor may submit updated pricing reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

- (A) No price increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award.
- (B) Unless otherwise provided in the Proposal Invitation or approved by the Cooperative Administrator in writing, Vendor shall be required to keep the Awarded Pricing firm for the first year of the Contract Term; thereafter, Vendor may submit updated pricing no more frequently than annually for each subsequent year of the Contract Term.
- (C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
- (D) Information on price increases must be provided in such format as may reasonably be required by the Cooperative Administrator;
- (E) All price increases must be supported by manufacturer price changes or similar market changes; and
- (F) Updated pricing must be limited to Awarded Items or the updated pricing may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to included non-awarded items in updated pricing as an attempt to sell non-awarded items which is an event of default under the Contract.

**2) Discount Off Catalog or Pricelist**

For awards based on discount off catalog or pricelist, Vendor shall hold all awarded discount percentages firm during the Contract term. However, Vendor may submit updated pricelists or catalogs reflecting manufacturer or similar market-wide price increases that occur during the Contract term to the Cooperative, subject to the following requirements:

- (A) No catalog or pricelist price increases, including website-based catalogs or pricelists, will be permitted or accepted between the time of Vendor's Proposal submission and Contract award;
- (B) Following Contract award, Vendor may submit updated pricelists or catalogs to the BuyBoard no more frequently than 180 days from the date of Vendor's last pricelist or catalog unless otherwise provided in the Proposal invitation or otherwise approved by the Cooperative Administrator in writing;
- (C) Vendor must promptly provide all such supporting documentation, including manufacturer documentation, as the Cooperative, by and through the Cooperative Administrator, may require to support price increases;
- (D) Pricelists or catalogs must be provided in such format as may reasonably be required by the Cooperative Administrator;
- (E) All price increases must be supported by manufacturer price changes or similar market changes; and
- (F) Updated pricelists or catalogs must be limited to Awarded Items or the pricelist/catalog may be rejected in its entirety. The Cooperative may deem any attempt by Vendor to include non-awarded items in updated pricelists/catalogs as an attempt to sell non-awarded items which is an event of default under the Contract.

**3) Labor Rates**

Unless otherwise provided in the Proposal Invitation, for Awarded Pricing based on not to exceed hourly labor rates, Vendor may not increase Awarded Pricing during the Contract term unless changes to prevailing wage rates under state, local, or federal law applicable to the work to be performed support higher rates. In such event, the Vendor must notify the Cooperative and, upon request, promptly provide such documentation as the Cooperative may require to support the requested labor rate increase. Unless required by law, no rate increases will be permitted or accepted between the time of Vendor's Proposal submission and Contract award. Following Contract award, Vendor may submit updated labor rates no more frequently than 180 days from Vendors last hourly labor rate submission unless otherwise provided in the Proposal Invitation, otherwise approved by the Cooperative administrator in writing, or otherwise required by law.

For Awarded Pricing based on a coefficient to be applied to a unit price book, coefficients shall remain firm for the full Contract Term and are not subject to change.

**(d) Price Decreases**

Regardless of the pricing method specified, in the event Vendor decreases the price of awarded products or services below the Awarded Pricing for Vendor's other customers in similar market circumstances, Vendor must offer such decreased pricing to Cooperative members under the Contract.

Further, Cooperative members may negotiate with Vendor, through the BuyBoard request for quotes (RFQ) function or otherwise, to obtain lower prices for Awarded Items based on volume or other factors. Nothing herein shall prohibit Vendor from offering pricing lower than the Awarded Pricing.

**(e) Exceeding Awarded Pricing Prohibited**

If it is determined that a Vendor has sold Awarded Items to Cooperative members through the Contract at a price higher than the applicable Awarded Pricing, Vendor shall be in default of its Contract and subject to all remedies up to and including termination.

**(f) Service Fee Included in Awarded Pricing**

Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing.

## 5. Packaging, Transportation, and Delivery

Unless otherwise provided for in this Proposal Invitation, all tangible goods included in this Proposal Invitation must be packaged in containers that are new, appropriately designed for the product, and sturdy enough to protect the product during loading, transit, unloading, and storage, and be suitably packed to secure the lowest transportation costs. Products for which palletizing is appropriate must be delivered on standard and industry acceptable pallets for the products to be delivered in good, serviceable condition.

Vendor is responsible for paying all freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member, and for the risk of loss until the product is delivered to and accepted by the Cooperative member. Freight, delivery, handling and other charges incurred in transporting and delivering products to a Cooperative member are to be prepaid by Vendor. Vendor may collect the actual amount of such charges after delivery and acceptance, provided that the charges (a) are reasonable, (b) were disclosed to the Cooperative member, if requested, and in all instances in which the charges exceed ten percent (10%) of the total cost of the order, prior to shipment; (c) are itemized and shown separately on the member's invoice; and (d) are supported by appropriate documentation submitted with the invoice.

Except for items that have hidden defects or that do not meet specifications, title and risk of loss to products pass to a Cooperative member upon the member's actual receipt and acceptance of the product at the point and time of delivery. Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, Vendor must deliver or provide awarded products or services within 10 business days after receipt of a Cooperative member's Purchase Order. Vendor must immediately notify the Cooperative member's primary contact of any anticipated or actual delay and document the notice in writing, and the member may extend the delivery time or cancel the order if the delay is unacceptable. If the Cooperative member has not received notice of the delay as required by this section, the member may, at its discretion, return to Vendor any items received after the due date, at Vendor's expense and without liability or penalty to the member. When the needs of a Cooperative member require immediate response, the right to pick up tangible goods, if part of this Proposal Invitation, on an "over the counter" basis must be available for the majority of the awarded tangible goods. In these circumstances, the Cooperative member's personnel may pick up the products at Vendor's warehouse location. Additionally, a Cooperative member may request emergency delivery, and Vendor must use its best efforts to comply with rush or emergency requests. If Vendor cannot fulfill the emergency delivery requirement, the member may procure the products or services from alternative sources without penalty. Time is of the essence in Vendor's performance of the Contract.

## 6. Packing Lists, Invoices and Payments

### (a) Packing Lists, Vendor Invoices

Packing lists or other suitable shipping documents must accompany each shipment of tangible goods included in this Proposal Invitation and state: (a) Vendor's name and address; (b) Cooperative member's name and address or delivery location; (c) Cooperative member's Purchase Order number; (d) descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, and total number of containers; and (e) copies of all product warranties for the item(s) delivered. Vendor must submit separate invoices, in duplicate, on each Purchase Order after each delivery. Invoices must (a) contain the information stated above; (b) separately itemize any transportation and delivery charges, and include associated documentation; (c) include a properly signed copy of the delivery receipt; and (d) be mailed directly to the ordering Cooperative member. Unless specified otherwise in this Proposal Invitation, the service fee due pursuant to section E.12 (Service Fee) of these Terms and Conditions is included in the Awarded Pricing and must not be separately itemized in the invoice.

Vendor shall provide copies of Vendor Invoices to the Cooperative in accordance with the requirements of section E.11(c) (Vendor Invoices).



**(b) Payments**

Payment by the Cooperative member is due after a Cooperative member's receipt and acceptance of ordered products or services and the documentation identified above, including a complete and correct invoice, in accordance with the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code). A Cooperative member is not responsible for products delivered or invoiced without a valid purchase order number.

**A Cooperative member's obligation to Vendor is payable only and solely from funds available for the purpose of the purchase. Lack of funds will render a Cooperative member's Purchase Order null and void to the extent funds are not available and any delivered but unpaid product will be returned to Vendor. Neither the Cooperative nor TASB is liable or responsible for any payment owed Vendor by a Cooperative member under the Contract.**

**7. Product Inspection, Testing, and Defective Items**

Products supplied under the Contract must be delivered in the best possible condition, be covered by the product warranties provided by Vendor and/or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the Cooperative or a Cooperative member. Tests may be performed on samples taken from any regular shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and/or the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must replace and, for tangible goods, pick up the defective product within five business days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. The Cooperative or Cooperative member must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

**8. Product Updates and Substitutions**

Vendor's Proposal must specify the products or services Vendor proposes to provide under each category of the Proposal Invitation specifications. Vendor shall only be permitted to provide those products or services specified in the Proposal for the category or categories under which Vendor is awarded under the Contract. Except as provided in this section E.8, the Cooperative will not accept additions or substitutions to any of the product(s) listed in the Proposal after a Notice of Award has been issued.

**(a) Updated Catalogs**

If a manufacturer catalog submitted with Vendor's proposal is later updated with products within the same Proposal Invitation category or categories, including new products not previously available in the awarded product category, Vendor may substitute the updated catalog for the awarded product or catalog. Notwithstanding the foregoing, updated catalogs shall **not** be permitted to include any of the following:

- 1) Items that are outside the category or categories under which Vendor was awarded;
- 2) Items that, in the reasonable discretion of the Cooperative, do not meet the intent of the awarded specification category;
- 3) Items that were available in the market at the time of the submission of Vendor's Proposal which Vendor either elected not to include or neglected to include with Vendor's Proposal; or
- 4) Products from manufacturers or brands not specifically included in Vendor's Proposal in the applicable specification category.

**(b) Substitutes**

If an awarded product or catalog of products is discontinued by the manufacturer and the same manufacturer offers an equivalent replacement product or catalog, Vendor may substitute the replacement product or catalog for the awarded product or catalog.

Vendor shall submit all reasonable supporting documentation requested by the Cooperative Administrator regarding any catalog updates or product or catalog substitutions. The Cooperative, by and through the Cooperative Administrator, reserves the right to reject, in its sole discretion, any catalog updates or product or catalog substitutions.

### **9. Product and Service Guarantees and Warranties**

Vendor shall extend such warranties on Awarded Items, including the installation thereof if such installation is provided by Vendor, as are normally provided to other customers of Vendor. All services shall be performed in a good and workmanlike manner consistent with industry standards. Unless a deviation is submitted by the Vendor with its proposal and accepted by the Cooperative pursuant to section B.4 (Deviations from Item Specifications or General Terms and Conditions) or unless a different warranty is required by a Cooperative member Purchase Order or ancillary agreement, a minimum of a 90-day product or service guaranty or the manufacturer's standard commercial warranty, whichever is greater, will apply to all awarded products and services. At a minimum, all product warranties must provide for replacement of defective merchandise, parts, and labor, and include pick-up of the defective merchandise from the location specified by the Cooperative member and delivery of the replacement(s) to the same location. In addition, such warranty shall include curing any defects in connection with any Vendor installation of the product at no additional cost to the member. The warranty period is effective from the date the Cooperative member accepts the product or the date the service is completed and accepted by the Cooperative member. No waiver of implied warranties shall be effective unless explicitly approved by a Cooperative member in writing in accordance with section D.2 (Applicable Terms and Conditions; Ancillary Agreements).

Vendor shall respond to any reasonable requests for information from the Cooperative, the Cooperative Administrator, or a Cooperative member pertaining to concerns regarding public health or safety in relation to Awarded Items and provide such documentation as may be reasonably requested. In the event of any product recalls affecting Awarded Items, Vendor shall notify the Cooperative Administrator and any Cooperative members who made purchases from Vendor for such recalled products in writing as soon as practicable of the recall and proposed action. At a minimum and without waiving any other requirements under the Contract, law, or Cooperative member Purchase Order or ancillary agreement, Vendor shall be required to take all action required by law or greater remedy as may be offered by Vendor to other customers with respect to recalled products, including but not limited to, prompt replacement and/or refunds.

### **10. Multiple Distribution Centers, Single Point of Contact, and Designated Dealers**

If tangible goods are included as part of Vendor's Awarded Items and Vendor delivers products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan must carry or have timely access to all Awarded Items and must be able to respond to orders in a timely manner. Except as expressly permitted in this Proposal Invitation, product substitutions are not allowed, and the involvement of multiple distribution centers does not alter any restriction against product substitution.

The Cooperative and Cooperative members will have **one Vendor contact person** for overall contract management relative to the Contract, even if Vendor uses multiple distribution centers or designated dealers, and the Cooperative and its members will not be required to deal with multiple Vendor contacts for overall contract management.

If Vendor is a manufacturer that sells products through a dealer network, Vendor may request to designate a dealer or multiple dealers ("Designated Dealer" or "Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf by completing and submitting to the Cooperative Administrator the information required on the Manufacturer Dealer Designation form contained in the Proposal Invitation and, if requested, such other information as the Cooperative Administrator may reasonably require.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. Vendor shall remain responsible and liable for all obligations under the Contract and the



performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract. Vendor shall remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

Further, Vendor acknowledges and agrees that, if Vendor opts to submit Designated Dealers under the Contract, Vendor is responsible for ensuring the accuracy, maintenance, and updating of the Designated Dealer information provided to the Cooperative and ensuring and confirming such information has been received by the Cooperative Administrator in such form as the Cooperative Administrator may reasonably require. Vendor authorizes the Cooperative Administrator, in its sole discretion, to list any Vendor Designated Dealers on the BuyBoard website and authorizes the Designated Dealer(s) 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.

## **11. BuyBoard Vendor Information and Reporting of Cooperative Member Purchases**

### **(a) BuyBoard Website and Vendor Information**

The awarded Contract will be posted on the BuyBoard website as an online marketplace. By submitting a Proposal, Vendor consents to the posting of all Proposal and product information provided by Vendor including, but not limited to, Vendor's Proposal, contact information, product catalogs, and product pricing on the BuyBoard website for Cooperative members. Vendor further authorizes the Cooperative, the Cooperative Administrator, and any third-party contractor providing services for the BuyBoard website to receive and relay such information to Cooperative members electronically, including via electronic punch out from the BuyBoard website.

Posting of Vendor information on the BuyBoard website or other relay of Vendor information by the Cooperative to Cooperative members shall be for the convenience of Cooperative members and Vendors only and shall not be deemed a contractual obligation or duty on the part of the Cooperative. Whether and when to post information to the BuyBoard website shall be in the sole discretion of the Cooperative. To the extent Vendor pricing or catalog information is posted on the BuyBoard website and Vendor subsequently submits updated pricing or catalog information in accordance with sections E.4 or E.8 of the Terms and Conditions, as applicable, the Cooperative Administrator shall have a reasonable time (which in no event shall be less than 10 business days, and may be longer depending on circumstances) to review the information and, if accepted in accordance with the Terms and Conditions, update the information. Vendor shall continue to honor all prior pricing and catalogs and shall not be permitted to sell products or services to Cooperative members using updated pricing or catalog information until all required information has been received and updated by the Cooperative Administrator. It is the responsibility of Vendor to timely provide all pricing and catalog information in the format required by the Cooperative Administrator and respond to requests for additional information from the Cooperative Administrator to avoid delays in information being updated. As provided in sections E.4 and E.8 of these Terms and Conditions, the Cooperative reserves the right to reject any or all price increases or catalog updates.

**Neither the Cooperative nor the Cooperative Administrator shall be liable to any party for information provided by Vendor or for any errors in Vendor information posted to the BuyBoard website or relayed to Cooperative members.** Vendor shall be fully responsible and liable to the Cooperative, the Cooperative Administrator, and Cooperative members for all information provided by Vendor related to the Proposal Invitation, Contract and/or for posting on the BuyBoard website including, but not limited to, catalogs and pricelists. Vendor shall not upload, enter, or submit any information that may infringe the intellectual property rights of any third party or that contains software viruses or any other code, files, or programs that may damage or disrupt any software,



hardware, or equipment. To the extent Vendor discovers any error in information on the BuyBoard website, Vendor shall promptly advise the Cooperative Administrator in writing at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com). Vendor shall also confirm the accuracy of all product and pricing information in Purchase Orders prior to acceptance and promptly notify the Cooperative member and Cooperative of any potential errors.

By submitting a Proposal, Vendor certifies that Vendor has read the BuyBoard Technical Requirements contained in this Proposal Invitation and, if awarded a Contract, will comply with all requirements therein except as specifically indicated by Vendor in the Acknowledgement of BuyBoard Technical Requirements form. To the extent Vendor has acknowledged the ability to comply with the BuyBoard Technical Requirements, Vendor's subsequent failure or refusal to comply shall be deemed an event of default under the Contract. To the extent Vendor is unable to meet the applicable BuyBoard Technical Requirements, Vendor acknowledges that, if awarded a Contract, information available on the BuyBoard for Vendor's awarded products or services may be more limited than other Vendors, 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.

The BuyBoard Technical Requirements may be updated from time to time, and Vendor agrees to use best efforts to comply, if able, with updated requirements.

In using the BuyBoard Website, Vendor agrees to comply with BuyBoard Terms and Conditions of Use and BuyBoard Privacy Policy ("BuyBoard Website Terms") which are available on the website and may be updated from time to time. The BuyBoard Website Terms supplement the Contract. In the event of any conflict between the Contract and the BuyBoard Website Terms, the Contract shall prevail.

**(b) Purchase Order Reporting**

A Cooperative member may make purchases from Vendor under the Contract by issuing a Purchase Order to procure Awarded Items. **All Purchase Orders generated by or under the Contract must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative Administrator, neither Vendor nor any Vendor Designated Dealer is 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.** To the extent Vendor or Vendor's Designated Dealer receives a Purchase Order directly from a Cooperative member that Vendor has reason to believe has not been received by the Cooperative or processed through the BuyBoard, Vendor shall promptly provide a copy of the Purchase Order to the Cooperative Administrator.

A Vendor may request authorization to self-report Cooperative member purchases by completing the Vendor Request to Self-Report BuyBoard Purchases form included in the Proposal Invitation or such other form as may be required by the Cooperative Administrator. Any request must be submitted in writing and is subject to written approval by the Cooperative Administrator. To the extent that a Vendor is authorized in writing by the Cooperative administrator to self-report Cooperative member purchases under the Contract, Vendor shall be required to comply with all additional terms and conditions imposed by the Cooperative as part of such authorization.

The Cooperative may, from time to time, in its reasonable discretion, provide instructions and modify the procedures for reporting Purchase Orders under the Contract by providing Vendor at least 30 days advance written notice. Vendor acknowledges and agrees that notice provided via electronic mail to the Purchase Order contact designated by Vendor in Vendor's Proposal, or subsequently updated in writing, shall satisfy this requirement. Continued acceptance of Purchase Orders and/or any Contract renewal by Vendor shall constitute acceptance of any modified Purchase Order procedures.

**The intent of the Cooperative member to purchase through the Cooperative Contract is paramount. The method or timing of reporting a Purchase Order to the Cooperative shall not alter the nature of the transaction as a BuyBoard purchase or relieve Vendor of the obligation to pay the service fee on such purchase.**

Vendor and any Vendor Designated Dealer must maintain the computer and telephone hardware necessary to provide for the electronic receipt of Purchase Orders and pay such costs and fees as may be imposed by a supplier or service provider for the software, equipment and service required to use the BuyBoard.

### **(c) Vendor Invoices**

To further document and report Cooperative member purchases under the Contract, Vendor shall provide the Cooperative with copies of Vendor Invoices for all Cooperative member purchases under the Contract. Vendor shall submit copies or reports of Vendor Invoices to [info@buyboard.com](mailto:info@buyboard.com) promptly upon generation of the invoice. Vendor shall ensure that the Contract number and member Purchase Order number is included with the Vendor Invoice.

In lieu of providing copies of individual Vendor Invoices, Vendor may provide monthly reports of Vendor Invoices to [info@buyboard.com](mailto:info@buyboard.com) no later than the 10<sup>th</sup> day of the month. The monthly Vendor Invoice reports shall include a list of all invoices billed by Vendor during the preceding month to Cooperative members for purchases under the Contract. Monthly Vendor Invoice reports shall include any and all information reasonably required by and be in such format as may be reasonably required by the Cooperative Administrator. At a minimum, Vendor Invoice reports shall include the Cooperative member name, Purchase Order number, general description of the purchase including Contract number and Contract category under which the purchase was made, and invoice amount.

Vendor agrees to cooperate, and to require any Vendor Designated Dealer(s) to cooperate, with the Cooperative to promptly provide such reasonable information and documentation as the Cooperative Administrator may require regarding Purchase Orders received by Vendor and Vendor Invoices issued by Vendor under the Contract.

### **12. Service Fee**

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

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

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board policy on vendor invoicing and collections, which is available from the Cooperative Administrator on request.

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

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

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

### **13. Disclaimer of Warranty and Limitation of Liability**

THE COOPERATIVE AND TASB (BOTH D/B/A BUYBOARD) DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO THE AVAILABILITY, ACCURACY, CONTENT OR ANY OTHER ASPECT OF ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THE CONTRACT AWARD, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ANY AND ALL CAUSES OF ACTION ARISING UNDER OR RELATED TO THE CONTRACT, NEITHER THE COOPERATIVE NOR TASB, NOR THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES OR AGENTS, IS LIABLE TO VENDOR UNDER ANY CIRCUMSTANCES FOR LOST REVENUE, DATA OR PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF THE COOPERATIVE AND/OR TASB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY PROVIDED BY LAW, IN NO EVENT WILL THE COOPERATIVE AND/OR TASB'S TOTAL JOINT LIABILITY TO VENDOR EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY VENDOR DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

**Neither the Cooperative nor TASB is in any way liable to Vendor for a Cooperative member's performance or nonperformance of the member's obligations under the Contract or Purchase Order.**

### **14. Sales Tax**

Cooperative members are governmental entities which are generally exempt by law from the payment of state sales tax and federal excise tax. Vendor may request a Cooperative member to provide a tax exemption certificate, or the member may establish its tax-exempt status by including tax exemption information or tax exemption certificate with the Purchase Order as authorized under law. Vendor is responsible for collecting such taxes, if any, as may be due from a Cooperative member and remitting payment to the appropriate taxing authority.

### **15. Use of BuyBoard Logo and Trade Name**

The BuyBoard trade name and logo are proprietary to TASB and have been specifically licensed by TASB to the Cooperative. Vendor may not use, display, or otherwise distribute the BuyBoard logo or trade name except in strict accordance with the Cooperative's written guidelines posted on the BuyBoard website.

### **16. Indemnification**

Vendor agrees to defend, indemnify, and hold harmless the Cooperative, TASB, and Cooperative members, and their officers, board members, agents and employees, from and against all third-party claims, actions, suits, liability, liens, loss and damage of any character, type, or description, including without limitation all expenses of litigation, court costs and attorney's fees, arising out of or related to (a) injury or death to any person or damage to any property related to the acts of Vendor or its agents, subcontractors, or employees in the execution of or performance under the Contract or a Purchase Order, as applicable; and (b) Vendor's negligence, misconduct, breach of contract or other failure to comply with its obligations in the execution or performance under the Contract or a Purchase Order, as applicable.

## 17. Intellectual Property Infringement by Vendor

Without limiting the scope of section E.16 (Indemnification) of these Terms and Condition, if any claim is asserted, or action or proceeding brought against the Cooperative, the Cooperative Administrator, or a Cooperative member that alleges that either (1) all or any part of the products or services supplied by Vendor, in the form supplied or modified by Vendor, or its subcontractors pursuant to Vendor's sole directions, or (2) any information provided by Vendor or its designated dealers or agents to a Cooperative member, the Cooperative, or the Cooperative Administrator (including, but not limited to, information submitted by Vendor to the Cooperative or Cooperative Administrator for the BuyBoard website), infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Cooperative, Cooperative Administrator, or Cooperative member upon its awareness, shall give Vendor prompt written notice thereof. Vendor shall defend, and hold the Cooperative, the Cooperative Administrator, and the Cooperative member harmless against any such claim or action and shall indemnify the Cooperative, the Cooperative Administrator, and Cooperative member against any liability, damages and costs resulting from such claim. In addition, if, in any such suit arising from such claim, the continued use of the product for the purpose intended is enjoined by any court of competent jurisdiction, unless otherwise agreed in writing by the Cooperative member, Vendor shall, at its expense and option, either (a) procure for the Cooperative member the right to continue using the product; (b) modify the product so that it becomes non-infringing; (c) replace the product or portions thereof so that it becomes non-infringing; or (d) allow the Cooperative member to return the product or cancel the service and refund the purchase price (less reasonable depreciation for use, if applicable.)

## 18. Remedies for Default and Termination of Contract

### (a) Default and Termination of Cooperative Contract

Except as otherwise provided for in these Terms and Conditions, either party (Cooperative or Vendor) may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least 10 business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and, to the extent the default is capable of being cured, a 10 business day opportunity to remedy the default to the satisfaction of the terminating party (or, in the event of default based on Vendor's failure to timely remit the service fee due the Cooperative, such longer cure period as may be established by Cooperative policy.)

At the Cooperative's option and in addition to any other remedies it may have available, the Cooperative may terminate the Contract if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitute grounds for termination:

- 1) Materially misleading or false statement(s) in Vendor's Proposal;
- 2) Delivery of product or services that fail to meet the item specifications;
- 3) Delivery of product or services that are defective or substandard or fail to pass product inspection;
- 4) Delivery of a product substitution, except as specifically authorized by the Contract;
- 5) Failure to meet required delivery schedules;
- 6) Failure to timely supply Awarded Items at the Awarded Pricing;
- 7) Failure to timely remit any service fee due the Cooperative under the Contract or any other BuyBoard contract with Vendor, its parent company, or affiliates;
- 8) Failure to provide, within a reasonable time and where required by the Contract, information reasonably requested by the Cooperative or Cooperative Administrator including, but not limited to, information requested under sections E.11 (BuyBoard Vendor Information and Reporting of Cooperative Member Purchases) or E.12 (Service Fees) of these Terms and Conditions;
- 9) Processing a Purchase Order received directly from a Cooperative member, without prior written approval from the Cooperative Administrator;



- 10) Providing architectural or engineering services under the Contract that must be procured pursuant to the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code);
- 11) Selling non-awarded products or services under the Contract or any other BuyBoard contract; or
- 12) Vendor refusal, inability, or loss of ability to offer or provide Awarded Items to Cooperative members in awarded regions or states unless caused by a Force Majeure event pursuant and subject to section E.19 (Force Majeure).

Notwithstanding any other provision of this section E.18, in the event of Vendor's default under or breach of any provision in the Contract, the Cooperative reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Cooperative or necessary or appropriate to protect or provide best value to Cooperative members. Without limiting the scope of the foregoing, the Cooperative, acting by or through the Cooperative Administrator, may temporarily inactivate (suspend) Vendor from the BuyBoard website and as a BuyBoard vendor, suspend or remove any Vendor Designated Dealer, or require removal of an Awarded Item with or without prior notice to Vendor, if the Cooperative or Cooperative Administrator reasonably determines that there has been a breach under the Contract or any other BuyBoard contract with Vendor, including but not limited to nonpayment of service fees, or that there is a potential policy, public health, or safety issue to warrant such action. The temporary inactivation may remain in effect pending further action or termination of the Contract by the Cooperative. Vendor remains liable for all obligations and responsibilities incurred prior to and during any temporary inactivation and prior to termination, as applicable.

In the event the Cooperative terminates the Contract, in whole or in part, the Cooperative reserves the right to award the terminated Contract, or any portion thereof, to the next Proposer the Cooperative determines to provide best value to Cooperative members. Additionally, the Cooperative may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Vendor shall be liable for any and all damages permitted by law, and any deviation submitted by Vendor in its Proposal seeking to limit Vendor's liability to the Cooperative shall be deemed rejected.

The Cooperative will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event as described in section E.19 (Force Majeure) of these Terms and Conditions, the Cooperative may, in its sole discretion, terminate the Contract in whole or part, provided such termination complies with the procedures set out above. Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for the Cooperative not considering any future proposals from the defaulting Vendor.

In the event a Vendor's Contract is terminated under this section E.18, Vendor shall remain responsible for payment of all service fees to the Cooperative for Awarded Items sold under the Contract to Cooperative members prior to such termination.

**(b) Default and Termination of Cooperative Member Purchase**

A Cooperative member has no authority to terminate the Contract at the Cooperative level for default. A Cooperative member may terminate a Purchase Order or refuse to accept delivery (1) as provided for in these Terms and Conditions, Cooperative member Purchase Order, or ancillary agreement, or (2) for Vendor's material breach of a term or condition included in the Contract, a Cooperative member Purchase Order, or ancillary agreement. Additionally, to the extent permitted by law, Cooperative members may sue for breach of contract and specific performance and, in addition to contract damages, recover attorneys' fees and costs. Nothing herein shall limit the remedies available to a Cooperative member under applicable law.

A Cooperative member will not be liable to Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on Vendor's default or breach of contract.

### **19. Force Majeure**

The term Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in Vendor's industry equally and are not actions taken solely against Vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics or pandemics; riots; war; rebellion; or sabotage.

The Cooperative, Cooperative members, and Vendor are required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred rests on the party seeking relief under this section E.19. The claiming party must promptly notify the other party in writing, citing the details of the Force Majeure event, use due diligence to overcome obstacles to performance created by the Force Majeure event, and resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance of the Contract or a Purchase Order caused solely by a Force Majeure event will be excused for the period of delay caused solely by the Force Majeure event, provided the party claiming the event promptly notifies the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure. The Cooperative will not be responsible for any cost incurred by Vendor because of a Force Majeure event. A Cooperative member will not be responsible for any cost incurred by Vendor because of the Force Majeure event unless an authorized representative of the Cooperative member has requested, in writing, that Vendor incur such cost in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section E.19, in the event Vendor's performance of its obligations under the Contract is delayed or stopped by a Force Majeure event, the Cooperative may, at its sole option, terminate the Contract in accordance with section E.18 (Remedies for Default and Termination of Contract) of these Terms and Conditions. This section E.19 does not limit or otherwise modify any of the Cooperative's rights as provided elsewhere in the Contract.

## **F. Miscellaneous**

### **1. Assignment**

Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent. A Vendor wishing to assign, transfer, or convey all or any portion of an awarded Contract shall submit a written request to the Cooperative, preferably at least 60 days before the projected effective date of the assignment and promptly provide such information as the Cooperative may require to process and consider the request.

Approval or denial of an assignment request shall be within the sole discretion of the Cooperative, and a vendor not awarded a Contract through the Proposal Invitation process has no right or vested interest to assignment of an awarded Contract. In determining whether to consent, the Cooperative may consider any relevant factors, including whether the party to which the sale, assignment, transfer, conveyance or subcontract is proposed is bound to and will honor all obligations and responsibilities imposed on Vendor under the Contract, including Awarded Pricing, and the best interest of and value to Cooperative members. Vendor's attempted sale, assignment, transfer, conveyance or subcontracting of any part of the Contract except in compliance with this section F.1 is void and ineffective.



If Vendor ceases distribution of an Awarded Item for any reason during the Contract term, including ceasing distribution in one or more regions or states designated by Vendor in its Texas Regional Service Designation or State Service Designation forms, and the Cooperative determines that continued availability of the product provides best value to Cooperative members, the Cooperative reserves the right to place the manufacturer of such product on the BuyBoard for the remainder of the Contract term for any or all regions or states in which Vendor has ceased distribution, in which event Vendor's Contract for such product will be deemed assigned to the product manufacturer.

## 2. Notices

Unless otherwise provided for in this Proposal Invitation, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U. S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given via electronic mail or in any other manner used in commerce.

If the conclusion of any time period provided for in these Terms and Conditions falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

## 3. Equal Employment Opportunity (EEO) Disclosures

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which Vendor's primary place of business is located. In accordance with such laws, regulations and executive orders, Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status, disability or genetic information, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies.

## 4. Applicable Law, Venue and Dispute Resolution

The Contract is governed by and will be construed according to the laws of the State of Texas, including the Uniform Commercial Code (UCC) as adopted in the State of Texas as effective and in force on the date of the Contract. Venue for any litigation concerning the Cooperative or TASB lies in Austin, Travis County, Texas, and venue for any litigation between a Cooperative member and Vendor arising under the Contract lies in the home county of the member. The parties have the mutual affirmative duty to attempt to resolve any disputes that arise under the Contract in good faith at the least possible expense prior to the initiation of any type of judicial or administrative proceeding.

## 5. Waiver

No claim or right arising out of a breach of the Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. A party's failure to require strict performance of any provision of the Contract does not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

## 6. Interpretation – Parol Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade is relevant to supplement or explain any terms used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract is not relevant to and does not determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

**7. Right to Assurance**

Whenever the Cooperative in good faith has reason to question Vendor's intent to perform, the Cooperative may demand that Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the Cooperative may treat the failure as an anticipatory repudiation of the Contract.

**8. Non-Appropriations Clause**

Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A Cooperative member that is a governmental entity (a) reserves the right to rescind a multi-year purchase order or other agreement to purchase products or services under the Contract at the end of the member's fiscal year if it is determined that funding is not available to extend the agreement; and (b) will use its best efforts to attempt to obtain and appropriate funds for payment.

**9. Invalid Term or Condition**

If any term or condition of the Contract is held invalid or unenforceable, the remainder of the Contract will not be affected and will be valid and enforceable.

**10. Remedies Cumulative**

The remedies available to the Cooperative, a Cooperative member, or Vendor under this Contract are in addition to any other remedies that may be available under law or in equity.

**11. Signatures**

Except as otherwise specifically required in these Terms and Conditions, all notices, requests, amendments and other written documentation required or authorized under the Contract may be provided electronically or as an imaged document, and an electronic or facsimile signature shall be deemed an original.

**12. Right of Setoff**

Any indebtedness or obligation owed by Vendor or Vendor's affiliates to the Cooperative may be appropriated and applied by the Cooperative at any time, and from time to time, on any indebtedness or other obligation owed by the Cooperative to Vendor or Vendor's affiliates, whether such indebtedness or other obligations are now existing or hereafter arise, and whether under the Contract or otherwise. It is further understood and agreed that this right of setoff is in addition to, and not in lieu of, any other right, remedy or recourse which is available to the Cooperative either at law or equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

## **APPENDIX I**

### **BUYBOARD TECHNICAL REQUIREMENTS**

The following are the BuyBoard Technical Requirements, current as of the date indicated at the bottom of this document.

#### **Technical Requirements and Instructions for Vendor Logo Files**

Vendor logo files submitted for inclusion on the BuyBoard website must be provided in one of the following formats:

**Preferred:**

- Minimum longest dimension (width or height): 384 pixels
- Image type: PNG

**Other acceptable formats:**

- Minimum longest dimension (width or height): 192 pixels
- Image type: JPG, JPEG, WebP

#### **Technical Requirements and Instructions for Vendor Product Details**

Following Contract award, Awarded Vendors for commodity items will be expected to promptly provide product details for awarded products in an electronic Excel spreadsheet in the format listed below. (A spreadsheet template will be provided to Vendors after Contract award.)

**File Name**    <VendorName>\_<ContractNumber>\_<YYYYMMDD>.xlsm (eg. TASB\_123-45\_20200720.xlsm)  
**Format:**

Field Name	Required?	Description	Type	Character Limit
Product Name	Required	The product name. Should be unique to each product. Do not list a product category.	Text	255
Product Description	Required	Product description as might appear in a catalog. Can include specifications, annotations, etc. <b>Do not include:</b> -Bullet points -HTML	Text	No limit
Manufacturer Name	Strongly recommended	Name of product manufacturer (or "brand"). If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	125

Manufacturer Product Number	Strongly recommended	Manufacturers product or part number. If none available, blanks are acceptable, but this information is strongly recommended. The more data you can provide about your product, the better.	Text	50
Vendor Product Number	Required	Your product number or SKU. Can be the same as ManufacturerProductNumber if you do not use a separate number or SKU (if you are the manufacturer, or use the same number as the manufacturer).	Text	50
UOM	Required	Measurement that represents a single unit of this product relative to price (eg. EA "each", PK "pack", CS "case", etc). Can be in abbreviated format (ex. EA) or full word format (ex. Each). <b>This should <u>not</u> be a numeric value.</b>	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. <b>Do not provide:</b> -A link to the home page of your website -A link to a product page or another section of your website  If none available, blanks are ok, but strongly recommended to have this information. Product images help sell your product!	Text	1000
List Price	Required	Price per unit of product without BuyBoard discount. Cannot be left blank. <b>DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.</b>	Numeric (no currency symbols or formatting, <b>should be rounded to 2 decimal places</b> )	N/A
Discount Percent <b>OR</b>	One or the other required*	The percentage discount off of List Price, per the Contract.	Percentage-one decimal place max	N/A

Discount Price *You are only required to provide either Discount Percent OR Discount Price. You may provide both if you wish, but at least one must be provided.		Price per unit of product with BuyBoard discount applied. <b>DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.</b>	Numeric (no currency symbols or formatting, <b>should be rounded to 2 decimal places</b> )	N/A
Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. <b>Do not provide:</b> -A link to the home page of your website	Text	1000
Vendor Thumbnail Image Url	Optional	A link to a catalog product <b>thumbnail</b> image (if available).	Text	1000
Vendor Category	Optional	Your categorization for this product. If this product is nested within categories, please delimit between categories. This information is for future use.	Text	1000
UNSPSC Code	Optional	( <a href="https://www.unspsc.org/">https://www.unspsc.org/</a> ) if available.	Numeric	N/A
Extended Attributes	Optional	This field is reserved for any additional information which should be used for search indexing for this line item. It could include information on options, colors, sizes, informative notifications, etc.	Text	No limit

**\*Products must be unique. Duplicate products will not be accepted. To make a product unique, it must have one of the following:**

- 1- A unique Vendor Product Number
- 2- A unique Vendor Product Number + UOM combination

**DESIRED RESULT:**

Product A - 1234567 - EA (different vendor product numbers)

Product B - 1234568 - EA

-OR-

Product A - 1234567 - EA (same vendor product number, different UOM)

Product B - 1234567 - PK

**WRONG:**

Product A - 1234567 - EA

Product B - 1234567 - EA

## **APPENDIX II**

### **ADDITIONAL TERMS AND CONDITIONS FOR BUYBOARD SELF-REPORTING**

The following additional terms and conditions shall apply to any approved Vendor Request to Self-Report BuyBoard Purchases:

1. **BuyBoard Contracts Subject to Self-Reporting.** Authorization to self-report shall apply only to a Contract awarded under this Proposal Invitation. To the extent Vendor is awarded on another BuyBoard contract or contracts, separate authorization to self-report for such other contract(s) is required.
2. **Monthly Vendor Reports.** Vendor shall submit reports of Cooperative member purchases monthly to the Cooperative Administrator ("Monthly Vendor Reports"). All Monthly Vendor Reports shall be provided to BuyBoard at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com) no later than the 10<sup>th</sup> day of the month. The Monthly Vendor Reports shall include a list of all purchase orders completed and invoiced by Vendor during the preceding month for BuyBoard members. Monthly Vendor Reports shall include any and all information reasonably required by, and in such format as may be reasonably required by, the BuyBoard Administrator from time to time. At a minimum, Monthly Vendor Reports shall include:
  - i. BuyBoard member name;
  - ii. Purchase Order amount;
  - iii. Purchase Order number;
  - iv. Date Purchase Order submitted to vendor;
  - v. Date purchase executed / completed / delivered;
  - vi. List of any Purchase Orders on prior Monthly Vendor Report(s) subsequently canceled;
  - vii. General description of purchase, including Vendor's awarded BuyBoard contract number and category or categories under which the purchase was made; and
  - viii. Final purchase amount total (as invoiced to BuyBoard member);
  - ix. Invoice Date.
3. **Reconciling Self-Reported Information and Discrepancies.** BuyBoard may, in its sole discretion, periodically send information to Cooperative members listing all purchases self-reported by Vendor for the Cooperative member and/or request reports from Cooperative members containing purchase order data. If discrepancies are noted or reported by the Cooperative member as a result of such report or otherwise, Vendor agrees to promptly respond and cooperate with the Cooperative and/or Cooperative members to reconcile and correct any discrepancies. Vendor further agrees to promptly respond to requests and comply with any reasonable request for information and documentation by the Cooperative or a Cooperative member to assist in such reconciliation.
4. **Vendor Accounts.** Recognizing that Cooperative members seeking best value may wish to compare pricing from multiple cooperatives when considering individual purchases, the Cooperative expects Vendor to honor any request by a Cooperative member to make a purchase through the Contract and expects that Vendor will not seek to limit or inhibit a Cooperative member from making individual purchases through the purchasing cooperative of its choice, regardless of the Cooperative member establishing an account with Vendor designating BuyBoard as its cooperative.

5. **Vendor Obligation Comply with BuyBoard Contract.** Nothing in an authorization to self-report shall be deemed to waive any of Vendor's obligations under the General Terms and Conditions of the Contract, including but not limited to Vendor's obligations to honor Cooperative member Purchase Orders and pay all service fees on such Purchase Orders. Nothing shall require Cooperative members to utilize Vendor's self-reporting option to make purchases under the Contract. Vendor shall process all Purchase Orders, including any Purchase Orders received directly through the BuyBoard.
6. **Amendment.** These Additional Terms and Conditions for BuyBoard Self-Reporting are subject to amendment by the Cooperative at any time in its sole discretion. BuyBoard shall provide written notice to Vendor of any amendment, and the amendment shall be effective thirty (30) days after the date of the written notice.
7. **Termination of Self-Report Authorization.** The Cooperative may terminate any authorization for Vendor to self-report at any time for any reason, in its sole discretion. Notice of termination, including the effective date of the termination, shall be provided to Vendor in writing. If Vendor at any time wishes to cease self-reporting BuyBoard member purchases, including after receipt of amended self-reporting terms or conditions as provided herein, Vendor shall provide the Cooperative with at least thirty (30) days prior written notice of its request to revoke, listing the effective date of such revocation in the notice. Any termination or revocation of an authorization to self-report shall pertain to Vendor self-reporting only and shall not affect an awarded Vendor's underlying BuyBoard contract.
8. **BuyBoard Contract Terms and Conditions.** Self-reporting is subject to the General Terms and Conditions of the Contract. Unless otherwise indicated, all capitalized terms used herein shall have the same meaning as set forth in the General Terms and Conditions of the Contract.
9. **Assignment.** An authorization to self-report is specific to Vendor and not subject to assignment. In the event a Vendor's awarded Contract is subsequently assigned to another vendor where permitted by the Contract, the Contract assignee must submit its own Vendor Request to Self-Report BuyBoard Purchases and receive approval of such request by the BuyBoard Administrator.



AFFP  
Proposal Number Proposal Name

# Affidavit of Publication

STATE OF TEXAS }  
COUNTY OF POTTER } SS

Proposal Number Proposal Name Proposal Deadline Contract Effective Date  
Contract Expiration Date

Kimberly Megrew, being duly sworn, says:

That she is Legal Clerk of the Amarillo Globe-News, a daily newspaper of general circulation, printed and published in Amarillo, Potter County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

January 27, 2021, February 03, 2021

- 647-21 Emergency Alert and Voice Broadcast Communications Systems 3/11/2021 4:00 PM 10/1/2021 9/30/2024
- 648-21 Law Enforcement Body Cameras, Supplies and Equipment 3/25/2021 4:00 PM 10/1/2021 9/30/2024
- 649-21 Custodial Supplies and Equipment 4/8/2021 4:00 PM 10/1/2021 9/30/2024
- 650-21 Ambulances 4/22/2021 4:00 PM 10/1/2021 9/30/2024
- 651-21 Fire Service Apparatus Vehicles 4/22/2021 4:00 PM 10/1/2021 9/30/2024
- 652-21 Vehicle Fleet Leasing and Management Services 4/29/2021 4:00 PM 10/1/2021 9/30/2024
- 653-21 Instructional Materials and Classroom Teaching Supplies and Equipment 5/13/2021 4:00 PM 11/1/2021 10/31/2024
- 654-21 Fire and Security Systems and Monitoring Services 5/20/2021 4:00 PM 12/1/2021 11/30/2024
- 655-21 Stage and Theater Curtains, Lighting, Sound Systems and Supplies 5/27/2021 4:00 PM 12/1/2021 11/30/2024
- 656-21 Office Supplies and Equipment 6/10/2021 4:00 PM 12/1/2021 11/30/2024
- 657-21 Building Maintenance, Repair and Operations Supplies and Equipment 6/17/2021 4:00 PM 12/1/2021 11/30/2024
- 658-21 Boats, Trailers, Marine and Waterway Equipment 6/24/2021 4:00 PM 12/1/2021 11/30/2024
- 659-21 Low-Speed Electric Vehicles 7/1/2021 4:00 PM 12/1/2021 11/30/2024
- 660-21 Regional Statewide Job Order Contracting (Gordian ezIQC®) 7/15/2021 4:00 PM 12/1/2021 11/30/2026
- 661-22 Technology Equipment, Products, Services and Software 7/22/2021 4:00 PM 1/1/2022 12/31/2024

That said newspaper was regularly issued and circulated on those dates.

SIGNED:  
*Kimberly Megrew*  
Legal Clerk

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

Subscribed to and sworn to me this 3rd day of February 2021.

NOTE: Proposal Invitations will be available at [www.vendor.buyboard.com](http://www.vendor.buyboard.com). The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

*Rose O'Rand Miller*  
Rose O'Rand Miller, Notary Public, Potter County, Texas

My commission expires: September 06, 2021



00008868 16094400

Texas Association of School Boards/AMA  
12007 Research Blvd.  
AUSTIN, TX 78759

**Legal Notices**

Proposal Number	Proposal Name	Proposal Deadline	Contract Effective Date	Contract Expiration Date
647-21	Emergency Alert and Voice Broadcast Communications Systems	3/11/2021 4:00 PM	10/1/2021	9/30/2024
648-21	Law Enforcement Body Cameras, Supplies and Equipment	3/25/2021 4:00 PM	10/1/2021	9/30/2024
649-21	Custodial Supplies and Equipment	4/8/2021 4:00 PM	10/1/2021	9/30/2024
650-21	Ambulances	4/22/2021 4:00 PM	10/1/2021	9/30/2024
651-21	Fire Service Apparatus Vehicles	4/22/2021 4:00 PM	10/1/2021	9/30/2024
652-21	Vehicle Fleet Leasing and Management Services	4/29/2021 4:00 PM	10/1/2021	9/30/2024
653-21	Instructional Materials and Classroom Teaching Supplies and Equipment	5/13/2021 4:00 PM	11/1/2021	10/31/2024
654-21	Fire and Security Systems and Monitoring Services	5/20/2021 4:00 PM	12/1/2021	11/30/2024
655-21	Stage and Theater Curtains, Lighting, Sound Systems and Supplies	5/27/2021 4:00 PM	12/1/2021	11/30/2024
656-21	Office Supplies and Equipment	6/10/2021 4:00 PM	12/1/2021	11/30/2024
657-21	Building Maintenance, Repair and Operations Supplies and Equipment	6/17/2021 4:00 PM	12/1/2021	11/30/2024
658-21	Boats, Trailers, Marine and Waterway Equipment	6/24/2021 4:00 PM	12/1/2021	11/30/2024
659-21	Low-Speed Electric Vehicles	7/1/2021 4:00 PM	12/1/2021	11/30/2024
660-21	Regional Statewide Job Order Contracting (Gordian ezIQC®)	7/15/2021 4:00 PM	12/1/2021	11/30/2026
661-22	Technology Equipment, Products, Services and Software	7/22/2021 4:00 PM	1/1/2022	12/31/2024

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:  
NOTE: Proposal Invitations will be available at [www.vendor.buyboard.com](http://www.vendor.buyboard.com). The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

# Austin American-Statesman statesman.com

## PROOF OF PUBLICATION STATE OF TEXAS

### PUBLIC NOTICE

Before the undersigned authority personally appeared Jason Gallanis, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis, and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: TX ASSOC OF SCHOOL BOARDS, first date of publication 01/27/2021, last date of publication 02/03/2021, published 2 time(s), and that the attached is a true copy of said advertisement.

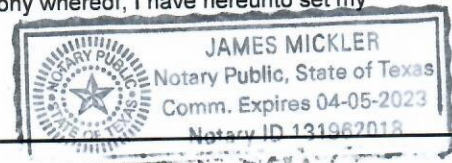
TX ASSOC OF SCHOOL BOARDS  
12007 RESEARCH BLVD  
AUSTIN, TX 78759-2429

Invoice/Order Number:	0000621436
Ad Cost:	\$1,189.20
Paid:	\$0.00
Balance Due:	\$1,189.20

Signed Jason Gallanis  
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 4th day of February, 2021 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed James Mickler  
(Notary)



Please see Ad on following page(s).



Invoice/Order Number: 0000621436  
Ad Cost: \$1,189.20  
Paid: \$0.00  
Balance Due: \$1,189.20

Proposal Number	Proposal Name	Proposal Deadline	Contract Effective Date	Contract Expiration Date
-----------------	---------------	-------------------	-------------------------	--------------------------

647-21	Emergency Alert and Voice Broadcast Communications Systems	3/11/2021 4:00 PM	10/1/2021	9/30/2024
648-21	Law Enforcement Body Cameras, Supplies and Equipment	3/25/2021 4:00 PM	10/1/2021	9/30/2024
649-21	Custodial Supplies and Equipment	4/8/2021 4:00 PM	10/1/2021	9/30/2024
650-21	Ambulances	4/22/2021 4:00 PM	10/1/2021	9/30/2024
651-21	Fire Service Apparatus Vehicles	4/22/2021 4:00 PM	10/1/2021	9/30/2024
652-21	Vehicle Fleet Leasing and Management Services	4/29/2021 4:00 PM	10/1/2021	9/30/2024
653-21	Instructional Materials and Classroom Teaching Supplies and Equipment	5/13/2021 4:00 PM	11/1/2021	10/31/2024
654-21	Fire and Security Systems and Monitoring Services	5/20/2021 4:00 PM	12/1/2021	11/30/2024
655-21	Stage and Theater Curtains, Lighting, Sound Systems and Supplies	5/27/2021 4:00 PM	12/1/2021	11/30/2024
656-21	Office Supplies and Equipment	6/10/2021 4:00 PM	12/1/2021	11/30/2024
657-21	Building Maintenance, Repair and Operations Supplies and Equipment	6/17/2021 4:00 PM	12/1/2021	11/30/2024
658-21	Boats, Trailers, Marine and Waterway Equipment	6/24/2021 4:00 PM	12/1/2021	11/30/2024
659-21	Low-Speed Electric Vehicles	7/1/2021 4:00 PM	12/1/2021	11/30/2024
660-21	Regional Statewide Job Order Contracting (Gordian ezQC®)	7/15/2021 4:00 PM	12/1/2021	11/30/2026
661-22	Technology Equipment, Products, Services and Software	7/22/2021 4:00 PM	1/1/2022	12/31/2024

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007

Research Blvd., Austin, TX 78759:  
NOTE: Proposal Invitations will be available at [www.vendor.buyboard.com](http://www.vendor.buyboard.com). The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

1/27, 2/3/21  
0000621436-01

Proposal Number Proposal Name

# Affidavit of Publication

STATE OF TEXAS }  
COUNTY OF LUBBOCK } SS

Vickie Cypert, being duly sworn, says:

That she is Finance Coordinator of the Lubbock Avalanche-Journal, a daily newspaper of general circulation, printed and published in Lubbock, Lubbock County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on January 28, 2021, February 03, 2021

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

*Vickie Cypert*  
\_\_\_\_\_  
Finance Coordinator

Subscribed to and sworn to me this 3rd day of February 2021.

*Cindy McGaha*  
\_\_\_\_\_  
Cindy McGaha, Notary Public, Lubbock County, Texas

My commission expires: January 07, 2023

00008017 16094424

Texas Association of School Boards  
12007 Research Blvd.  
Austin, TX 78759



Proposal Number	Proposal Name	Proposal Deadline	Contract Effective Date	Contract Expiration Date
647-21	Emergency Alert and Voice Broadcast Communications Systems	3/11/2021	4:00 PM	10/1/2021 9/30/2024
648-21	Law Enforcement Body Cameras, Supplies and Equipment	3/25/2021	4:00 PM	10/1/2021 9/30/2024
649-21	Custodial Supplies and Equipment	4/8/2021	4:00 PM	10/1/2021 9/30/2024
650-21	Ambulances	4/22/2021	4:00 PM	10/1/2021 9/30/2024
651-21	Fire Service Apparatus Vehicles	4/22/2021	4:00 PM	10/1/2021 9/30/2024
652-21	Vehicle Fleet Leasing and Management Services	4/29/2021	4:00 PM	10/1/2021 9/30/2024
653-21	Instructional Materials and Classroom Teaching Supplies and Equipment	5/13/2021	4:00 PM	11/1/2021 10/31/2024
654-21	Fire and Security Systems and Monitoring Services	5/20/2021	4:00 PM	12/1/2021 11/30/2024
655-21	Stage and Theater Curtains, Lighting, Sound Systems and Supplies	5/27/2021	4:00 PM	12/1/2021 11/30/2024
656-21	Office Supplies and Equipment	6/10/2021	4:00 PM	12/1/2021 11/30/2024
657-21	Building Maintenance, Repair and Operations Supplies and Equipment	6/17/2021	4:00 PM	12/1/2021 11/30/2024
658-21	Boats, Trailers, Marine and Waterway Equipment	6/24/2021	4:00 PM	12/1/2021 11/30/2024
659-21	Low-Speed Electric Vehicles	7/1/2021	4:00 PM	12/1/2021 11/30/2024
660-21	Regional Statewide Job Order Contracting (Gordian eziQC®)	7/15/2021	4:00 PM	12/1/2021 11/30/2026
661-22	Technology Equipment, Products, Services and Software	7/22/2021	4:00 PM	1/1/2022 12/31/2024

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:  
NOTE: Proposal Invitations will be available at [www.vendor.buyboard.com](http://www.vendor.buyboard.com). The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.



# Times Record News

PART OF THE USA TODAY NETWORK

## PROOF OF PUBLICATION

**TEXAS ASSOCIATION OF SCHOOL BOARDS**  
12007 RESEARCH BLVD.

**AUSTIN, TX 78752**

**STATE OF WISCONSIN, COUNTY OF BROWN**

On this **February 3, 2021 AD**, personally appeared before me the undersigned authority for the Times Publishing Company of Wichita Falls, publishers of the Wichita Falls in Wichita County, Texas, and of general circulation in said county, and upon being duly sworn by me, on oath states that the attached advertisement is a true and correct copy of advertising published in day (2) issues hereof on the following date:

01/27/2021, 02/03/2021

Subscribed and sworn to before me on February 3, 2021

Legal Clerk

  
Notary Public, State of WI, County of Brown

9-25-23

My commission expires

SHELLY HORA  
Notary Public  
State of Wisconsin

Proposal Number	Proposal Name	
647-21	Emergency Alert and Voice Broadcast Communications Systems	✓
648-21	Law Enforcement Body Cameras, Supplies and Equipment	✓
649-21	Custodial Supplies and Equipment	✓
650-21	Ambulances	✓
651-21	Fire Service Apparatus Vehicles	✓
652-21	Vehicle Fleet Leasing and Management Services	✓
653-21	Instructional Materials and Classroom Teaching Supplies and Equipment	✓
654-21	Fire and Security Systems and Monitoring Services	✓
655-21	Stage and Theater Curtains, Lighting, Sound Systems and Supplies	✓
656-21	Office Supplies and Equipment	✓
657-21	Building Maintenance, Repair and Operations Supplies and Equipment	✓
658-21	Boats, Trailers, Marine and Waterway Equipment	✓
659-21	Low-Speed Electric Vehicles	✓
660-21	Regional Statewide Job Order Contracting (Gordian eziQC®)	✓
661-22	Technology Equipment, Products, Services and Software	✓

"Sealed proposals will be received by the Local Government Purchasing Department, Austin, TX 78759:

NOTE: Proposal Invitations will be available at [www.vendor.buy](http://www.vendor.buy) or all bids and to waive any formalities in bidding except time of f

Publication Cost: \$1,753.24  
Ad No: 0004572923  
Customer No: 1238067  
PO #: Bids  
# of Affidavits 1  
**This is not an invoice**

Proposal Number	Proposal Name	Proposal Deadline	Contract Effective Date	Contract Expiration Date
647-21	Emergency Alert and Voice Broadcast Communications Systems	3/11/2021 4:00 PM	10/1/2021	9/30/2024
648-21	Law Enforcement Body Cameras, Supplies and Equipment	3/25/2021 4:00 PM	10/1/2021	9/30/2024
649-21	Custodial Supplies and Equipment	4/8/2021 4:00 PM	10/1/2021	9/30/2024
650-21	Ambulances	4/22/2021 4:00 PM	10/1/2021	9/30/2024
651-21	Fire Service Apparatus Vehicles	4/22/2021 4:00 PM	10/1/2021	9/30/2024
652-21	Vehicle Fleet Leasing and Management Services	4/29/2021 4:00 PM	10/1/2021	9/30/2024
653-21	Instructional Materials and Classroom Teaching Supplies and Equipment	5/13/2021 4:00 PM	11/1/2021	10/31/2024
654-21	Fire and Security Systems and Monitoring Services	5/20/2021 4:00 PM	12/1/2021	11/30/2024
655-21	Stage and Theater Curtains, Lighting, Sound Systems and Supplies	5/27/2021 4:00 PM	12/1/2021	11/30/2024
656-21	Office Supplies and Equipment	6/10/2021 4:00 PM	12/1/2021	11/30/2024
657-21	Building Maintenance, Repair and Operations Supplies and Equipmen	6/17/2021 4:00 PM	12/1/2021	11/30/2024
658-21	Boats, Trailers, Marine and Waterway Equipment	6/24/2021 4:00 PM	12/1/2021	11/30/2024
659-21	Low-Speed Electric Vehicles	7/1/2021 4:00 PM	12/1/2021	11/30/2024
660-21	Regional Statewide Job Order Contracting (Gordian eziQC®)	7/15/2021 4:00 PM	12/1/2021	11/30/2026
661-22	Technology Equipment, Products, Services and Software	7/22/2021 4:00 PM	1/1/2022	12/31/2024

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at [www.vendor.buyboard.com](http://www.vendor.buyboard.com). The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

# Abilene Reporter-News

PART OF THE USA TODAY NETWORK

Item 20.

Certificate of  
Publication

TEXAS ASSOC OF SCHOOL BOARDS  
12007 RESEARCH BLVD

AUSTIN, TX 78759

STATE OF WISCONSIN )  
COUNTY OF BROWN )

Before me, the undersigned authority, on this day personally appeared representing the Abilene Reporter-News being duly sworn deposes and says that the following notice(s) published in said newspaper generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas by:

TEXAS ASSOC OF SCHOOL BOARDS

On the following date(s) to wit:

01/27/2021, 02/03/2021

  
Legal Notice Clerk

On this February 3, 2021, I certify that the attached document is a true and exact copy made by the publisher.:

  
Notary Public, State of Wisconsin, County of Brown

5.15.23

My Commission Expires

Publication Cost: \$1,557.00

Ad No: 0004572187

Customer No: 1225040

PO #:

# of Affidavits 1

This is not an invoice

NANCY HEYRMAN  
Notary Public  
State of Wisconsin

Proposal Number	Proposal Name
647-21	Emergency Alert and Voice Broadcast Communications Systems
648-21	Law Enforcement Body Cameras, Supplies and Equipment
649-21	Custodial Supplies and Equipment
650-21	Ambulances
651-21	Fire Service Apparatus Vehicles
652-21	Vehicle Fleet Leasing and Management Services
653-21	Instructional Materials and Classroom Teaching Supplies and Equipment
654-21	Fire and Security Systems and Monitoring Services
655-21	Stage and Theater Curtains, Lighting, Sound Systems and Supplies
656-21	Office Supplies and Equipment
657-21	Building Maintenance, Repair and Operations Supplies and Equipment
658-21	Boats, Trailers, Marine and Waterway Equipment
659-21	Low-Speed Electric Vehicles
660-21	Regional Statewide Job Order Contracting (Gordian ezit
661-22	Technology Equipment, Products, Services and Software

"Sealed proposals will be received by the Local Government Purchasing Department, 12007 Research Blvd., Austin, TX 78759:  
NOTE: Proposal Invitations will be available at www.vendor.buytexas.gov and to waive any formalities in bidding except as noted above."



# El Paso Times

PART OF THE USA TODAY NETWORK

## Affidavit of Publication

Ad # 0004572378

This is not an invoice

**TEXAS ASSOCIATION OF SCHOOL BO**  
12007 RESEARCH BLVD

**AUSTIN, TX 78759-2429**

Proposal Number	Proposal Name	Proposal Deadline	
647-21	Emergency Alert and Voice Broadcast Communications Systems	3/11/2021	4:00 I
648-21	Law Enforcement Body Cameras, Supplies and Equipment	3/25/2021	4:00 I
649-21	Custodial Supplies and Equipment	4/8/2021	4:00 I
650-21	Ambulances	4/22/2021	4:00 I
651-21	Fire Service Apparatus Vehicles	4/22/2021	4:00 I
652-21	Vehicle Fleet Leasing and Management Services	4/29/2021	4:00 I
653-21	Instructional Materials and Classroom Teaching Supplies and Equipment	5/13/2021	4:00 I
654-21	Fire and Security Systems and Monitoring Services	5/20/2021	4:00 I
655-21	Stage and Theater Curtains, Lighting, Sound Systems and Supplies	5/27/2021	4:00 I
656-21	Office Supplies and Equipment	6/10/2021	4:00 I
657-21	Building Maintenance, Repair and Operations Supplies and Equipment	6/17/2021	4:00 I
658-21	Boats, Trailers, Marine and Waterway Equipment	6/24/2021	4:00 I
659-21	Low-Speed Electric Vehicles	7/1/2021	4:00 I
660-21	Regional Statewide Job Order Contracting (Gordian eZQC@)	7/15/2021	4:00 I
661-22	Technology Equipment, Products, Services and Software	7/22/2021	4:00 I

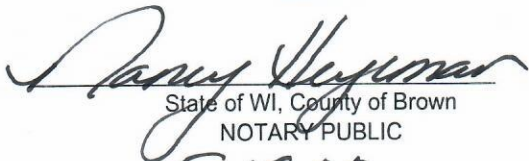
I, being duly sworn say: **El Paso Times**, a daily newspaper of general circulation published in the City and County El Paso, State of Texas, which is a newspaper of general circulation and which has been continuously and regularly published for the period of not less than one year in the said County of El Paso, and that he/she was upon the dates herein mentioned in the EL PASO TIMES.

That the LEGAL copy was published in the EL PASO TIMES for the date(s) of such follows DAY(s) to wit

01/27/2021, 02/03/2021

  
Legal Clerk

Subscribed and sworn before me this February 3, 2021:

  
State of WI, County of Brown  
NOTARY PUBLIC  
5.15.23  
My commission expires

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Coo Austin, TX 78759:

NOTE: Proposal Invitations will be available at [www.vendor.buyboard.com](http://www.vendor.buyboard.com). The Cooperativ waive any formalities in bidding except time of filing.

Ad # 0004572378  
PO #:  
# of Affidavits 1

This is not an invoice

NANCY HEYRMAN  
Notary Public  
State of Wisconsin

# HEARST

Item 20.

## MEDIA SOLUTIONS

San Antonio Express News | ExpressNews.com | mySA.com

### SAN ANTONIO EXPRESS - NEWS AFFIDAVIT OF PUBLICATION

#### STATE OF TEXAS: COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Geena Garza, who after being duly sworn, says that she is the Bookkeeper of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS - NEWS, a newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

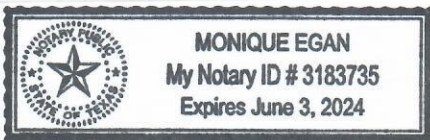
Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34089548	SAE Express-News	01/27/21
			SAE Express-News	02/03/21

*Geena Garza*  
\_\_\_\_\_  
Geena Garza  
Bookkeeper

Sworn and subscribed to before me, this 3rd day of Feb. A.D. 2021

Notary public in and for the State of Texas

*Monique Egan*



**REQUEST FOR PROPOSALS**

647-21 Emergency Alert and Voice Broadcast Communications Systems 3/11/2021 4:00 PM 10/1/2021/30/2024

648-21 Law Enforcement Body Cameras, Supplies and Equipment 3/25/2021 4:00 PM 10/1/2021 9/30/2024

649-21 Custodial Supplies and Equipment 4/8/2021 4:00 PM 10/1/2021 9/30/2024

650-21 Ambulances 4/22/2021 4:00 PM 10/1/2021 9/30/2024

651-21 Fire Service Apparatus Vehicles 4/22/2021 4:00 PM 10/1/2021/30/2024

652-21 Vehicle Fleet Leasing and Management Services 4/29/2021 4:00 PM 10/1/2021 9/30/2024

653-21 Instructional Materials and Classroom Teaching Supplies and Equipment 5/13/2021 4:00 PM 11/1/2021 10/31/2024

654-21 Fire and Security Systems and Monitoring Services 5/20/2021 4:00 PM 12/1/2021 11/30/2024

655-21 Stage and Theater Curtains, Lighting, Sound Systems and Supplies 5/27/2021 4:00 PM 12/1/2021/30/2024

656-21 Office Supplies and Equipment 6/10/2021 4:00 PM 12/1/2021 11/30/2024

657-21 Building Maintenance, Repair and Operations Supplies and Equipment 6/17/2021 4:00 PM 12/1/2021 11/30/2024

658-21 Boats, Trailers, Marine and Waterway Equipment 6/24/2021 4:00 PM 12/1/2021 11/30/2024

659-21 Low-Speed Electric Vehicles 7/1/2021 4:00 PM 12/1/2021 11/30/2024

660-21 Regional Statewide Job Order Contracting (Gordian eziQC®) 7/15/2021 4:00 PM 12/1/2021 11/30/2024

661-22 Technology Equipment, Products, Services and Software 7/22/2021 4:00 PM 1/1/2022 12/31/2024

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759: NOTE: Proposal Invitations will be available at [www.vendor.buyboard.com](http://www.vendor.buyboard.com). The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.



# Standard-Times

PART OF THE USA TODAY NETWORK

PROOF OF PUBLICATION

TEXAS ASSOCIATION OF SCHOOL BOARDS  
P O BOX 400

AUSTIN, TX 78767

State of Wisconsin, County of Brown

On February 3, 2021, personally appeared before me the undersigned, a Notary Public in and for said county and state, legal clerk of the **SAN ANGELO STANDARD-TIMES**, a daily newspaper published in San Angelo, County of TOM GREEN, State of Texas and of general circulation in the following counties: **Tom Green, Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton.** The attached advertisement, a true copy of which is hereto annexed, was published in said newspaper in its issues thereof the following dates:

01/29/2021, 02/03/2021

Subscribed and sworn to before me on February 3, 2021

Legal Clerk

Notary Public, State of WI, County of Brown

8-25-23

My commission expires

SHELLY HORA  
Notary Public  
State of Wisconsin

Publication Cost: \$836.48  
Ad No: 0004577141  
Customer No: 1244504  
PO #:  
# of Affidavits 1

This is not an invoice

Proposal Number Proposal Name Proposal Deadline Contract Effective Date Contract Expiration Date

- 647-21 Emergency Alert and Voice Broadcast Communications Systems 3/11/2021 4:00 PM 10/1/2021 9/30/2024
- 648-21 Law Enforcement Body Cameras, Supplies and Equipment 3/25/2021 4:00 PM 10/1/2021 9/30/2024
- 649-21 Custodial Supplies and Equipment 4/8/2021 4:00 PM 10/1/2021 9/30/2024
- 650-21 Ambulances 4/22/2021 4:00 PM 10/1/2021 9/30/2024
- 651-21 Fire Service Apparatus Vehicles 4/22/2021 4:00 PM 10/1/2021 9/30/2024
- 652-21 Vehicle Fleet Leasing and Management Services 4/29/2021 4:00 PM 10/1/2021 9/30/2024
- 653-21 Instructional Materials and Classroom Teaching Supplies and Equipment 5/13/2021 4:00 PM 11/1/2021 10/31/2024
- 654-21 Fire and Security Systems and Monitoring Services 5/20/2021 4:00 PM 12/1/2021 11/30/2024
- 655-21 Stage and Theater Curtains, Lighting, Sound Systems and Supplies 5/27/2021 4:00 PM 12/1/2021 11/30/2024
- 656-21 Office Supplies and Equipment 6/10/2021 4:00 PM 12/1/2021 11/30/2024
- 657-21 Building Maintenance, Repair and Operations Supplies and Equipment 6/17/2021 4:00 PM 12/1/2021 11/30/2024
- 658-21 Boats, Trailers, Marine and Waterway Equipment 6/24/2021 4:00 PM 12/1/2021 11/30/2024
- 659-21 Low-Speed Electric Vehicles 7/1/2021 4:00 PM 12/1/2021 11/30/2024
- 660-21 Regional Statewide Job Order Contracting (Gordian ezIQC@) 7/15/2021 4:00 PM 12/1/2021 11/30/2026
- 661-22 Technology Equipment, Products, Services and Software 7/22/2021 4:00 PM 1/1/2022 12/31/2024

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:  
NOTE: Proposal Invitations will be available at [www.vendor.buyboard.com](http://www.vendor.buyboard.com). The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.



12007 Research Boulevard · Austin, Texas 78759-2439  
PH: 800-695-2919 · FAX: 800-211-5454 · www.vendor.buyboard.com

### **Bonding Regulatory Notice**

BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 [www.buyboard.com](http://www.buyboard.com)

## **BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS**

**Why make purchases using BuyBoard?** Purchasing through a cooperative or “interlocal contract” satisfies the Texas law requirement of local governments to seek competitive procurement for the purchase of goods or services.<sup>1</sup> Therefore, you may purchase goods and services from a vendor under Texas law through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard contract, such as a Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

**What is BuyBoard’s Procurement Process?** The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

**How does BuyBoard award a contract to a vendor?** As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard’s proposal invitation (or specifications), the vendor’s proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor’s proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract’s general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

**How does a BuyBoard member make purchases through the BuyBoard contract?** You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

### **How do I know that my entity has made a purchase through the BuyBoard?**

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to [www.buyboard.com](http://www.buyboard.com) using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

**What should BuyBoard members consider when using BuyBoard for construction-related purchases?** While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 [www.buyboard.com](http://www.buyboard.com)

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.<sup>ii</sup> This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.<sup>iii</sup>
  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.<sup>iv</sup> (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
  - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.<sup>v</sup> The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.<sup>vi</sup>
  - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
  - **Written Certification.** A local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.<sup>vii</sup>



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 [www.buyboard.com](http://www.buyboard.com)

- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project. <sup>viii</sup> Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. If federal funds are involved, additional requirements may apply. (See the Purchasing with Federal Funds BuyBoard Advisory available on the BuyBoard® website for additional information on purchases with federal funds.) By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

**This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.**

For more information about BuyBoard, contact us at 800-695-2919.

- 
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
  - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
  - iii. Tex. Gov't Code §2254.004 and §791.011(h)
  - iv. Tex. Occ. Code §1051.703
  - v. Tex. Occ. Code §1001.0031(c)
  - vi. Tex. Occ. Code §1001.053
  - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
  - viii. Tex. Gov't Code §2253.021(a)



October 11, 2021

Sent Via Email: pneyman@waypointsolutions.com

Paul Neyman  
Waypoint Business Solutions, LLC.  
118 Vintage Park Blvd., W414  
Houston, TX 77070

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation  
No. 661-22, Technology Equipment, Products, Services and Software

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 January 1, 2022 through December 31, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 661-22 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).

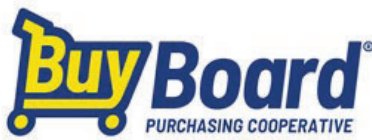
A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

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:** Technology Equipment, Products, Services and Software

**Proposal Due Date/Opening Date and Time:** July 22, 2021 at 4:00 PM

**Proposal Invitation Number:** 661-22

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

**Contract Term:** January 1, 2022 through December 31, 2022 with two possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:** October 2021

*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.*

Waypoint Business Solutions, LLC

Name of Proposing Company

July 15th, 2021

Date

118 Vintage Park Blvd., W414

Street Address

Paul Neyman

Digitally signed by Paul Neyman  
Date: 2021.07.15 16:31:21  
-05'00'

Signature of Authorized Company Official

Houston, TX 77070

City, State, Zip

Paul Neyman

Printed Name of Authorized Company Official

281-797-2464

Telephone Number of Authorized Company Official

President

Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

76-0550365

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 Israel Boycott Certification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

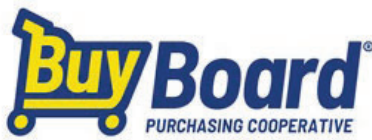
**An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.**

### **PROPOSAL ACKNOWLEDGEMENTS**

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

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

Initial: 



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

### **FELONY CONVICTION DISCLOSURE**

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


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

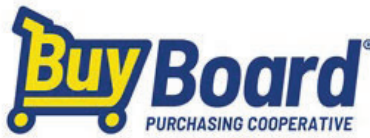
Please check (✓) one of the following:

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

Initial:   
1009



## **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: 

1010

## **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.

## **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:** \_\_\_\_\_

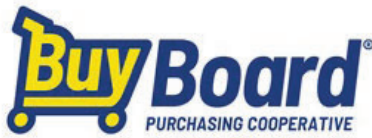
**Name of Certifying Agency:** \_\_\_\_\_

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

Initial: 

1011





## **ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS**

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

---

---

---

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

## **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.

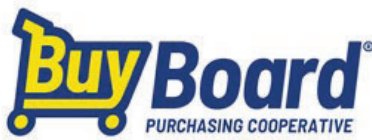
A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory (“Advisory”), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation 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 or other agreement for construction-related goods or services.

Initial:   
1012







## **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.**

Initial: 

## CONFIDENTIAL / PROPRIETARY INFORMATION

### A. Public Disclosure Laws

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

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

Please check (✓) one of the following:

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

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

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

Confidential / Proprietary Information:

---

---

---

---

---

---

*(Attach additional sheets if needed.)*

Initial: 

1015

**B. Copyright Information**

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

Please check (✓) one of the following:

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

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

Copyright Information: \_\_\_\_\_

\_\_\_\_\_

*(Attach additional sheets if needed.)*

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

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

**D. Consent to Release Proposal Tabulation**

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

Initial: 

1016

## **EDGAR VENDOR CERTIFICATION**

**(2 CFR Part 200 and Appendix II)**

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

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

### **1. Vendor Violation or Breach of Contract Terms:**

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

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

**YES**, I agree.

**NO**, I do not agree.

### **2. Termination for Cause or Convenience:**

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

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

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

**YES**, I agree.

**NO**, I do not agree.

Initial



1017

**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.

Initial:   
1018



**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: 

1019



**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:**

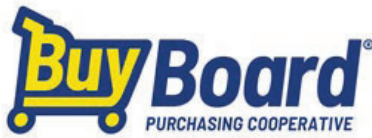
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative 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: 

1020



## **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 Israel Boycott Certification
- 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

**Waypoint Business Solutions, LLC**

Company Name

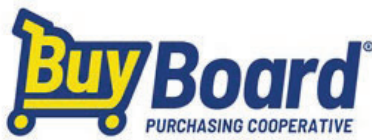
Signature of Authorized Company Official

**Paul Neyman, President**

Printed Name and Title

**July 15th, 2021**

Date



## **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:** Waypoint Business Solutions, LLC

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

Please check (✓) one of the following:

**Type of Business:**     Individual/Sole Proprietor     Corporation     Limited Liability Company     Partnership  
 Other (Specify: \_\_\_\_\_)

**State of Incorporation** (if applicable): Texas

**Federal Employer Identification Number:** 76-05503658  
*(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

Item 20.

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
 Waypoint Business Solutions, LLC

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
 118 Vintage Park Blvd., W414

**6** City, state, and ZIP code  
 Houston, TX 77070

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

**or**

**Employer identification number**

7	6	-	0	5	5	0	3	6	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.

**Sign Here**    Signature of U.S. person ▶    Date ▶ July 14, 2020

## 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).

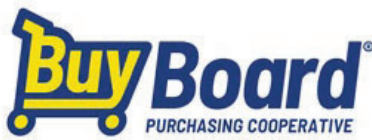
## Purpose of Form

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: \$ \$5,000,000. (The period of the 12-month period is July 15th 2020 / July 15th 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	N		
4. Sourcwell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N	Y - 2018 to 2021	Technology
8. The Interlocal Purchasing System (TIPS)	Y		Technology
9. Other	Y		Technology

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

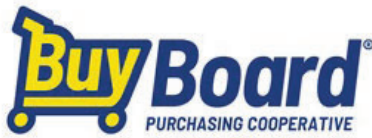
### CURRENT BUYBOARD VENDORS

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

**Current Discount (%):** 5%

**Proposed Discount (%):** 5%

**Explanation:** No difference



### 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.

	<u>Entity Name</u>	<u>Contact</u>	<u>Phone#</u>	<u>Email Address</u>	<u>Discount</u>	<u>Quantity/ Volume</u>
1.	Marshall ISD	Ron Lehr	903-927-8714	lehrr@marshallisd.com		
2.	Edgewood ISD	Robert Stubbs	210-444-7970 x2322	robert.stubbs@eisd.net		
3.	Dripping Springs ISD	Kevin Haney	512-858-3039	kevin.haney@dsisdtx.us		
4.	Harris County Clerks Office	David Escamilla	713-274-8641	Descamilla@cco.hctx.net		
5.	City of Temple	Kellie Brown	254-298-5200	kjbrown@templetx.gov		

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### COMPANY PROFILE

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



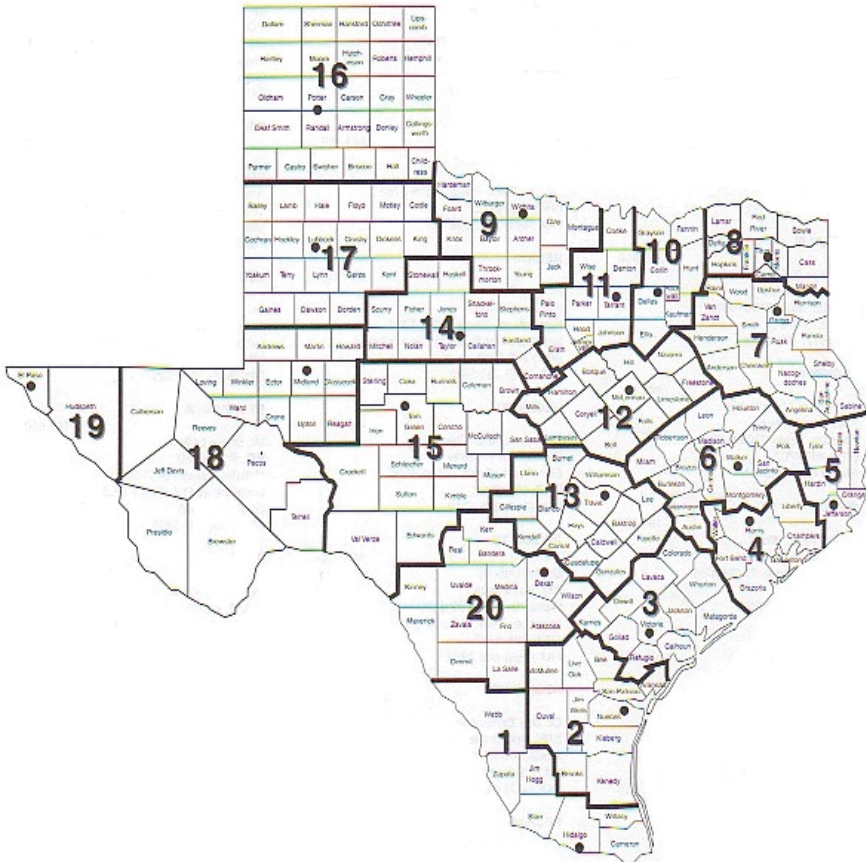
## TEXAS REGIONAL SERVICE DESIGNATION

*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.

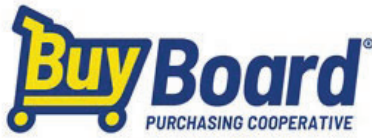
### Regional Education Service Centers

#### 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).***

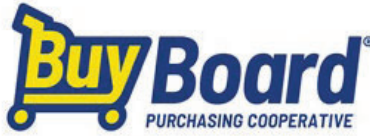
As set forth in the Proposal Invitation, it is the Cooperative’s intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National 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 form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(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

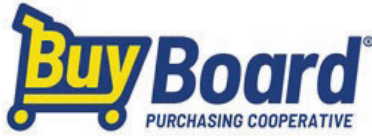


## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

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.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)

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.

Waypoint Business Solutions, LLC

661-22

Name of Vendor

Proposal Invitation Number

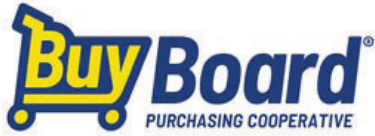
Paul Neyman

Signature of Authorized Company Official

Printed Name of Authorized Company Official

July 15th, 2021

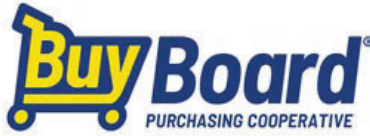
Date



**LOCATION / AUTHORIZED SELLER LISTINGS**

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

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



## 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.

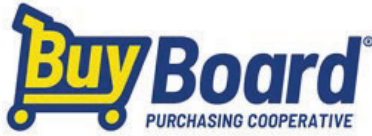
\_\_\_\_\_  
Designated Dealer Name Designated Dealer Contact Person

\_\_\_\_\_  
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.

24 years

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

Waypoint structure consists of outside sales teams consisting of an Account Executive and Sales Engineer in each territory covered.

The Account Executive provide relationship and opportunity management while the Sales Engineer provides the technical expertise around solutions offered.

The outside team is supported by an inside Account Manager. The Account Manager provides quotes, process orders and returns, and tracks shipping and fulfillment.

Implementation and ongoing support is provided by the post sales Engineers. Each Engineer is trained and certified on the products and solutions sold and works with the clients to offer any implementation services required or product support not provided by the manufacture.

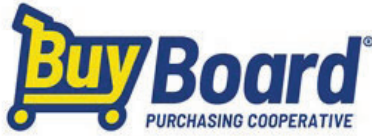
- 3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue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

Waypoint uses an overall marketing strategy consisting of email marketing campaigns, web presence, social media, and events.

Waypoint uses an integrated marketing tool that coordinates the message and design for consistency across all platforms.

In addition, our sales executives would personally meet with their account set, review the contract, and answer any questions.

Finally, from an ongoing perspective, Waypoint would continue the discussion with our clients on their initiatives and assist with planning through the use of the contract.



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

Waypoint is in good financial standing with strong lines of credit from our manufactures and distributors.

Our insurance coverage of general liability is \$2MM general aggregate, our auto is \$1MM, and our umbrella is \$1MM

None of the firms owners have been a debtor party to a bankruptcy, receivership, or insolvency.

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

No outstanding judgments or defaults

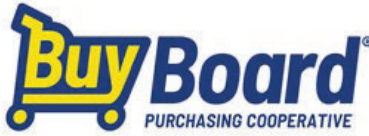
- 6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances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

None

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

None





## **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:** Waypoint Business Solutions, LLC

**Signature of Vendor Authorized Representative**

**Printed Name:** Paul Neyman

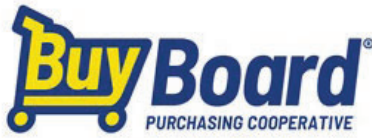
**Title:** President

**Date:** July 15th, 2021

*(For Cooperative Administrator Use Only)*

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

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



## REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

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

### PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

### PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

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

## **PROPOSAL SPECIFICATION SUMMARY**

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

**NOTE 1:** Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor must list one specific percentage discount for each manufacturer listed.

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

1. Discount (%) off catalog/pricelist for **Computer Hardware and Equipment** (desktops, laptops, tablets, equipment, supplies, and related products).
2. Discount (%) off catalog/pricelist for **Printers, Scanners, Digital Press and Related Products.**
3. Discount (%) off catalog/pricelist for **Smart Boards, Projectors, Document Cameras and Related Products.**
4. Discount (%) off catalog/pricelist for **Network Hardware and Related Products** (servers, routers, switches, equipment, supplies, and related products).
5. Discount (%) off catalog/pricelist for **Cabling and Related Products** (equipment, supplies, and related products).
6. Discount (%) off catalog/pricelist for **Digital Signage and Related Products** (equipment, supplies, and related products).
7. Discount (%) off catalog/pricelist for **Technology Supplies and Related Products.**
8. Discount (%) off catalog/pricelist for **Technology Repair Parts.**
9. Discount (%) off catalog/pricelist for **All Other Technology Related Products and Services.**
10. Discount (%) off catalog/pricelist for **Electronic Asset Recovery and Disposal Services.**
11. Discount (%) off catalog/pricelist for **Technology Related Maintenance Agreements.**

**NOTE 2:** Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription basis and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Content Accessibility Guidelines and applicable state, local, and/or federal law.

### **Section II: Software as a Product (SaaP) and Services**

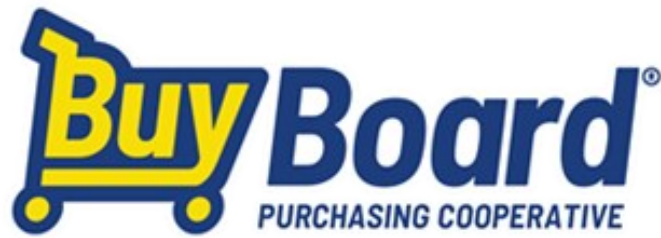
12. Discount (%) off catalog/pricelist for **Admission Ticket Tracking Software.**
13. Discount (%) off catalog/pricelist for **Bill Pay Software and Technology.**
14. Discount (%) off catalog/pricelist for **Business/Office Software.**
15. Discount (%) off catalog/pricelist for **Desktop/Web Publishing Software.**
16. Discount (%) off catalog/pricelist for **Instructional Software.**
17. Discount (%) off catalog/pricelist for **Specialty Software Products** (school transportation routing software, and related products).
18. Discount (%) off catalog/pricelist for **Imaging and Deployment Software Services.**
19. Discount (%) off catalog/pricelist for **Cloud Storage, Hosting and Related Software Services.**
20. Discount (%) off catalog/pricelist for **Archive, Email, Data Migration and Related Services.**
21. Discount (%) off catalog/pricelist for **Software Support Maintenance Agreements.**

**Section III: Telecommunication Products and Supplies**

22. Discount (%) off catalog/pricelist for **Telecommunication Products (PURCHASE)** (phone systems, VOIP, smartphones/mobile phones, intercom systems, and related products).
23. Discount (%) off catalog/pricelist for **Telecommunication Products (LEASE)** (phone systems, VOIP, smartphones/mobile phones, intercom systems, and related products).
24. Discount (%) off catalog/pricelist for **Telecommunication Services** (broadband data plans; internet service, mobile cell booster and related services).
25. Discount (%) off catalog/pricelist for **Telecommunication Repair Parts.**
26. Discount (%) off catalog/pricelist for **Telecommunication Related Maintenance and/or Service Agreements.**

**Section IV: Training, Installation and Repair Service**

27. Discount (%) off catalog/pricelist for **Hourly Labor Rate for Technology Staff Development and Training of Equipment, Software, and Products - not to exceed** hourly labor rate for Technology Staff Development and Training of Equipment, Software, and Products.
28. Discount (%) off catalog/pricelist for **Hourly Labor Rate for Installation/Repair Service of Technology Equipment and Related Products - not to exceed** hourly labor rate for Technology Equipment and Related Products.
29. Discount (%) off catalog/pricelist for **Hourly Labor Rate for Installation/Repair Service of Software Products - not to exceed** hourly labor rate for Software Products.
30. Discount (%) off catalog/pricelist for **Hourly Labor Rate for Installation/Repair Service of Telecommunication Products and Supplies - not to exceed** hourly labor rate for Telecommunication Products and Supplies.
31. **Hourly Labor Rate for Website Design and Programming - not to exceed** hourly labor rate for Website Design and Programming.
32. **Hourly Labor Rate for All Types of IT Position(s)** (Manager, Supervisor and Service Technician) - **not to exceed** hourly labor rate for All Types of IT Position(s).



## 661-22

# Waypoint Business Solutions Supplier Response

### Event Information

Number: 661-22  
 Title: Technology Equipment, Products, Services and Software  
 Type: Request for Proposal  
 Issue Date: 5/24/2021  
 Deadline: 7/22/2021 04:00 PM (CT)  
 Notes:



The Local Government Purchasing Cooperative (BuyBoard)

**Proposal Invitation No. 661-22**

**Technology Equipment, Products, Services and Software**

**Proposal Due Date and Time: July 22, 2021 at 4:00 PM**

Responding to this and future proposals online is easy with our **online submission system**.

#### 1. View and download the forms.

- **DO NOT log in to view and download the documents.**
- Visit [vendor.buyboard.com](https://vendor.buyboard.com) and click on the "Current Proposal Invitations" button shown below to view and download the forms for this proposal.

Current Proposal Invitations ►

## 2. To submit completed proposal.

- Visit [vendor.buyboard.com](https://vendor.buyboard.com) and click "Register/Login/Submit Proposal" button shown below to submit your proposal online.

Register/Login/Submit Proposal ►

- For additional assistance click this link [View our Proposal Submission Instructions.](#)

**New Vendor?** Visit [vendor.buyboard.com](https://vendor.buyboard.com) and click "Register/Login/Submit Proposal."  
Click [Register now](#) as a new supplier/vendor, so you don't miss future proposal opportunities.

Any Addenda issued with this proposal will also be placed on the website, and it will be the vendor's responsibility to obtain the information.

## Waypoint Business Solutions Information

Item 20.

Contact: Paul Neyman  
Address: 118 Vintage Park Blvd  
W414  
Houston, TX 77070  
Phone: (832) 479-8540  
Email: pneyman@waypointsolutions.com  
Web Address: www.waypointsolutions.com

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

Paul Neyman

Signature

Submitted at 7/21/2021 10:17:04 AM

pneyman@waypointsolutions.com

Email

## Requested Attachments

### BuyBoard Proposal Invitation No. 661-22 for Technology Equipment, Products, Services and Software

Waypoint Response - Proposal-no-661-22.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

### Catalog/Pricelist

Waypoint Buyboard Pricelist.xlsx

REQUIRED-In PDF format, upload catalog/pricelist in proposal invitation instructions. File size must not exceed 100MB.(Please DO NOT password protect uploaded files.)

### Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed *No response*

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

### Company Profile

Company Profile.docx

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

### IRS Form W-9 Request for Taxpayer Identification Number and Certification

IRS Form W-9 - 2020 - Signed.pdf

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

## Bid Attributes

1	<b>HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification</b> HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification
---	---



**2 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.

**3 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.

**4 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)*

**5 Minority Owned Business**

Minority Owned Business

*Minority Owned Business (Yes)*

**6 Women Owned Business**

Women Owned Business

*Women Owned Business (Yes)*

**7 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)*

8	<b>Certification Number</b> Certification Number <input type="text" value="No response"/>	Item 20.
9	<b>Name of Certifying Agency</b> Certifying Agency <input type="text" value="No response"/>	
10	<b>Non-MWBE/HUB</b> My company has NOT been certified as a MWBE/HUB <input type="checkbox"/> Non-HUB (Yes)	
11	<b>Vendor General Contact Information</b> Proposal/Contract General Contact Information	
12	<b>Vendor Proposal/Contract Contact Name</b> Vendor Proposal/Contract Contact Name <input type="text" value="Paul Neyman"/>	
13	<b>Vendor Proposal/Contract Contact E-mail Address</b> Vendor Proposal/Contract Contact E-mail Address <input type="text" value="pneyman@waypointsolutions.com"/>	
14	<b>Vendor Proposal/Contract Mailing Address</b> Vendor Proposal/Contract Mailing Address <input type="text" value="118 Vintage Park Blvd, W414"/>	
15	<b>Vendor Proposal/Contract Mailing Address - City</b> Vendor Proposal/Contract Mailing Address - City <input type="text" value="Houston"/>	
16	<b>Vendor Proposal/Contract Mailing Address - State</b> Vendor Proposal/Contract Mailing Address - State (Abbreviate State Name) <input type="text" value="TX"/>	
17	<b>Vendor Proposal/Contract Mailing Address - Zip Code</b> Vendor Proposal/Contract Mailing Address - Zip Code <input type="text" value="77070"/>	
18	<b>Vendor Proposal/Contract Phone Number</b> Vendor Proposal/Contract Phone Number (xxx-xxx-xxxx) <input type="text" value="281-797-2464"/>	
19	<b>Vendor Proposal/Contract Extension Number</b> Vendor Proposal/Contract Extension Number <input type="text" value="No response"/>	

2 0	<b>Company Website</b>	Item 20.
	Company Website (www.XXXXX.com) <input type="text" value="www.waypointsolutions.com"/>	

2 1	<b>Purchase Orders Contact Information</b>
	<p>All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.</p> <p><b>Please select options below for receipt of Purchase Orders and provide the requested information:</b></p> <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 2	<b>Purchase Order E-mail Address</b>
	Purchase Order E-mail Address <input type="text" value="sales@waypointsolutions.com"/>

2 3	<b>Purchase Order Contact Name</b>
	Purchase Order Contact Name <input type="text" value="Braxton Hickman"/>

2 4	<b>Purchase Order Contact Phone Number</b>
	Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="281-881-0659"/>

2 5	<b>Purchase Order Contact Extension Number</b>
	Purchase Order Contact Extension Number <input type="text" value="No response"/>

2 6	<b>Alternate Purchase Order E-mail Address</b>
	Alternate Purchase Order E-mail Address <input type="text" value="No response"/>

2 7	<b>Alternate Purchase Order Contact Name</b>
	Alternate Purchase Order Contact Name <input type="text" value="No response"/>

2 8	<b>Alternate Purchase Order Contact Phone Number</b>
	Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="No response"/>

2 9	<b>Alternate Purchase Order Contact Extension Number</b>
	Alternate Purchase Order Contact Extension Number <input type="text" value="No response"/>

3  
0

**Purchase Orders Contact Information**

Item 20.

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  
1

**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  
2

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

Request for Quote (RFQ) E-mail Address

pneyman@waypointsolutions.com

3  
3

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

Request for Quote (RFQ) Contact Name

Paul Neyman

3  
4

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

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

281-797-2464

3  
5

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

Request for Quote (RFQ) Contact Extension Number

No response

3  
6

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

Alternate Request for Quote (RFQ) E-mail Address

No response

3  
7

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

Alternate Request for Quote (RFQ) Contact Name

No response

3  
8

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

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

No response

3  
9

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

Alternate Request for Quote (RFQ) Contact Extension Number

No response

4  
0

**Invoices**

Item 20.

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  
1

**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  
2

**Invoice Company Name**

Invoice Company Name

Waypoint Business Solutions

4  
3

**Invoice Company Department Name**

Invoice Company Department Name

Accounts Payable

4  
4

**Invoice Contact Name**

Invoice Contact Name

Travis Pulliam

4  
5

**Invoice Mailing Address**

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

118 Vintage Park Blvd., W414

4  
6

**Invoice Mailing Address - City**

Invoice Mailing Address - City

Houston

4  
7

**Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

4  
8

**Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

77070

<b>4</b> <b>9</b>	<b>Invoice Contact Phone Number</b> Invoice Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="832-479-8540"/>	<i>Item 20.</i>
<b>5</b> <b>0</b>	<b>Invoice Contact Extension Number</b> Invoice Contact Extension Number <input type="text" value="No response"/>	
<b>5</b> <b>1</b>	<b>Invoice Contact Fax Number</b> Invoice Contact Fax Number (xxx-xxx-xxxx) <input type="text" value="No response"/>	
<b>5</b> <b>2</b>	<b>Invoice Contact E-mail Address</b> Invoice Contact E-mail <input type="text" value="tpulliam@waypointsolutions.com"/>	
<b>5</b> <b>3</b>	<b>Invoice Contact Alternate E-mail Address</b> Invoice Contact Alternate E-mail Address <input type="text" value="No response"/>	
<b>5</b> <b>4</b>	<b>Billing Agent Company Name</b> Billing Agent Company Name <input type="text" value="No response"/>	
<b>5</b> <b>5</b>	<b>Billing Agent Department Name</b> Billing Agent Department Name <input type="text" value="No response"/>	
<b>5</b> <b>6</b>	<b>Billing Agent Contact Name</b> Billing Agent Contact Name <input type="text" value="No response"/>	
<b>5</b> <b>7</b>	<b>Billing Agent Mailing Address</b> Billing Agent Mailing Address (P.O. Box or Street Address) <input type="text" value="No response"/>	
<b>5</b> <b>8</b>	<b>Billing Agent Mailing Address - City</b> Billing Agent Mailing Address - City <input type="text" value="No response"/>	
<b>5</b> <b>9</b>	<b>Billing Agent Mailing Address - State</b> Billing Agent Mailing Address - State (Abbreviate State Name) <input type="text" value="No response"/>	
<b>6</b> <b>0</b>	<b>Billing Agent Mailing Address - Zip Code</b> Billing Agent Mailing Address - Zip Code <input type="text" value="No response"/>	

6 1	<b>Billing Agent Contact Phone Number</b> Billing Agent Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="No response"/>	Item 20.
6 2	<b>Billing Agent Contact Extension Number</b> Billing Agent Contact Extension Number <input type="text" value="No response"/>	
6 3	<b>Billing Agent Fax Number</b> Billing Agent Fax Number <input type="text" value="No response"/>	
6 4	<b>Billing Agent Contact E-mail Address</b> Billing Agent Contact E-mail Address <input type="text" value="No response"/>	
6 5	<b>Billing Agent Alternative E-mail Address</b> Billing Agent Alternative E-mail Address <input type="text" value="No response"/>	
6 6	<b>Shipping Via</b> Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other <input type="text" value="Common Carrier"/>	
6 7	<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 8	<b>Vendor's Internal/Assigned Reference/Quote Number</b> Vendor's Internal/Assigned Reference/Quote Number <input type="text" value="No response"/>	
6 9	<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="Waypoint's return policy can be found online at: https://www.waypointsolutions.com/return-policy"/>	
7 0	<b>Electronic Payments</b> Are electronic payments acceptable to your company? <input type="text" value="No"/>	
7 1	<b>Credit Card Payments</b> Are credit card payments acceptable to your company? <input type="text" value="Yes"/>	



7  
2

**Texas Regional Service Designation**

Item 20.

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

7  
3

**Company Name**

Company Name

Waypoint Business Solutions

7  
4

**Texas Regional Service Designation**

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

All Regions

7  
5

**Region 1**

Region 1 - Edinburg

Region 1 (1)

7  
6

**Region 2**

Region 2 - Corpus Christi

Region 2 (2)

7  
7

**Region 3**

Region 3 - Victoria

Region 3 (3)

7  
8

**Region 4**

Region 4 - Houston

Region 4 (4)

7  
9

**Region 5**

Region 5 - Beaumont

Region 5 (5)

8  
0

**Region 6**

Region 6 - Huntsville

Region 6 (6)

8  
1

**Region 7**

Region 7 - Kilgore

Region 7 (7)

Item 20.

8  
2

**Region 8**

Region 8 - Mount Pleasant

Region 8 (8)

8  
3

**Region 9**

Region 9 - Wichita Falls

Region 9 (9)

8  
4

**Region 10**

Region 10 - Richardson

Region 10 (10)

8  
5

**Region 11**

Region 11 - Fort Worth

Region 11 (11)

8  
6

**Region 12**

Region 12 - Waco

Region 12 (12)

8  
7

**Region 13**

Region 13 - Austin

Region 13 (13)

8  
8

**Region 14**

Region 14 - Abilene

Region 14 (14)

8  
9

**Region 15**

Region 15 - San Angelo

Region 15 (15)

9  
0

**Region 16**

Region 16 - Amarillo

Region 16 (16)

9  
1

**Region 17**

Region 17 - Lubbock

Region 17 (17)

9  
2

**Region 18**

Region 18 - Midland

Region 18 (18)

<b>9 3</b>	<b>Region 19</b> Region 19 - El Paso <input type="checkbox"/> <i>Region 19 (19)</i>	<i>Item 20.</i>
----------------	---	-----------------

<b>9 4</b>	<b>Region 20</b> Region 20 - San Antonio <input type="checkbox"/> <i>Region 20 (20)</i>
----------------	---

<b>9 5</b>	<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 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 form.  If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. (Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.
----------------	---

<b>9 6</b>	<b>Company Name</b> Company Name <input style="width: 80%; border: 1px solid black;" type="text" value="Waypoint Business Solutions"/>
----------------	--

<b>9 7</b>	<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: 100%; border: 1px solid black;" type="text" value="All States"/>
----------------	---

<b>9 8</b>	<b>Alabama</b> Alabama <input type="checkbox"/> <i>Alabama (AL)</i>
----------------	---

<b>9 9</b>	<b>Alaska</b> Alaska <input type="checkbox"/> <i>Alaska (AK)</i>
----------------	--

<b>1 0 0</b>	<b>Arizona</b> Arizona <input type="checkbox"/> <i>Arizona (AZ)</i>
----------------------	---

1 0 1	<b>Arkansas</b> Arkansas <input type="checkbox"/> <i>Arkansas (AR)</i>	Item 20.
1 0 2	<b>California</b> California (Public Contract Code 20118 & 20652) <input type="checkbox"/> <i>California (CA)</i>	
1 0 3	<b>Colorado</b> Colorado <input type="checkbox"/> <i>Colorado (CO)</i>	
1 0 4	<b>Connecticut</b> Connecticut <input type="checkbox"/> <i>Connecticut (CT)</i>	
1 0 5	<b>Delaware</b> Delaware <input type="checkbox"/> <i>Delaware (DE)</i>	
1 0 6	<b>District of Columbia</b> District of Columbia <input type="checkbox"/> <i>District of Columbia (DC)</i>	
1 0 7	<b>Florida</b> Florida <input type="checkbox"/> <i>Florida (FL)</i>	
1 0 8	<b>Georgia</b> Georgia <input type="checkbox"/> <i>Georgia (GA)</i>	
1 0 9	<b>Idaho</b> Idaho <input type="checkbox"/> <i>Idaho (ID)</i>	
1 1 0	<b>Illinois</b> Illinois <input type="checkbox"/> <i>Illinois (IL)</i>	
1 1 1	<b>Indiana</b> Indiana <input type="checkbox"/> <i>Indiana (IN)</i>	
1 1 2	<b>Iowa</b> Iowa <input type="checkbox"/> <i>Iowa (IA)</i>	

1 1 3	<b>Kansas</b> Kansas <input type="checkbox"/> <i>Kansas (KS)</i>	Item 20.
1 1 4	<b>Kentucky</b> Kentucky <input type="checkbox"/> <i>Kentucky (KY)</i>	
1 1 5	<b>Louisiana</b> Louisiana <input type="checkbox"/> <i>Louisiana (LA)</i>	
1 1 6	<b>Maine</b> Maine <input type="checkbox"/> <i>Maine (ME)</i>	
1 1 7	<b>Maryland</b> Maryland <input type="checkbox"/> <i>Maryland (ME)</i>	
1 1 8	<b>Massachusetts</b> Massachusetts <input type="checkbox"/> <i>Massachusetts (MA)</i>	
1 1 9	<b>Michigan</b> Michigan <input type="checkbox"/> <i>Michigan (MI)</i>	
1 2 0	<b>Minnesota</b> Minnesota <input type="checkbox"/> <i>Minnesota (MN)</i>	
1 2 1	<b>Mississippi</b> Mississippi <input type="checkbox"/> <i>Mississippi (MS)</i>	
1 2 2	<b>Missouri</b> Missouri <input type="checkbox"/> <i>Missouri (MO)</i>	
1 2 3	<b>Montana</b> Montana <input type="checkbox"/> <i>Montana (MT)</i>	
1 2 4	<b>Nebraska</b> Nebraska <input type="checkbox"/> <i>Nebraska (NE)</i>	

1 2 5	<b>Nevada</b> Nevada <input type="checkbox"/> <i>Nevada (NV)</i>	Item 20.
1 2 6	<b>New Hampshire</b> New Hampshire <input type="checkbox"/> <i>New Hampshire (NH)</i>	
1 2 7	<b>New Jersey</b> New Jersey <input type="checkbox"/> <i>New Jersey (NJ)</i>	
1 2 8	<b>New Mexico</b> New Mexico <input type="checkbox"/> <i>New Mexico (NM)</i>	
1 2 9	<b>New York</b> New York <input type="checkbox"/> <i>New York (NY)</i>	
1 3 0	<b>North Carolina</b> North Carolina <input type="checkbox"/> <i>North Carolina (NC)</i>	
1 3 1	<b>North Dakota</b> North Dakota <input type="checkbox"/> <i>North Dakota (ND)</i>	
1 3 2	<b>Ohio</b> Ohio <input type="checkbox"/> <i>Ohio (OH)</i>	
1 3 3	<b>Oklahoma</b> Oklahoma <input type="checkbox"/> <i>Oklahoma (OK)</i>	
1 3 4	<b>Oregon</b> Oregon <input type="checkbox"/> <i>Oregon (OR)</i>	
1 3 5	<b>Pennsylvania</b> Pennsylvania <input type="checkbox"/> <i>Pennsylvania (PA)</i>	
1 3 6	<b>Rhode Island</b> Rhode Island <input type="checkbox"/> <i>Rhode Island (RI)</i>	

1 3 7	<b>South Carolina</b> South Carolina <input type="checkbox"/> <i>South Carolina (SC)</i>	Item 20.
1 3 8	<b>South Dakota</b> South Dakota <input type="checkbox"/> <i>South Dakota (SD)</i>	
1 3 9	<b>Tennessee</b> Tennessee <input type="checkbox"/> <i>Tennessee (TN)</i>	
1 4 0	<b>Texas</b> Texas <input type="checkbox"/> <i>Texas (TX)</i>	
1 4 1	<b>Utah</b> Utah <input type="checkbox"/> <i>Utah (UT)</i>	
1 4 2	<b>Vermont</b> Vermont <input type="checkbox"/> <i>Vermont (VT)</i>	
1 4 3	<b>Virginia</b> Virginia <input type="checkbox"/> <i>Virginia (VA)</i>	
1 4 4	<b>Washington</b> Washington <input type="checkbox"/> <i>Washington (WA)</i>	
1 4 5	<b>West Virginia</b> West Virginia <input type="checkbox"/> <i>West Virginia (WV)</i>	
1 4 6	<b>Wisconsin</b> Wisconsin <input type="checkbox"/> <i>Wisconsin (WI)</i>	
1 4 7	<b>Wyoming</b> Wyoming <input type="checkbox"/> <i>Wyoming (WY)</i>	

## Bid Lines

---



**1 Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Computer Hardware and Equipment** (desktops, laptops, tablets, equipment, supplies, and related products). Catalog/Pricelist Item 20. must be included or proposal will not be considered.

Total:

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

**2 Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Printers, Scanners, Digital Press and Related Products**. Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

**3 Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Smart Boards, Projectors, Document Cameras and Related Products**. Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

**Item Attributes**

Item 20.

**1. State Name of Catalog/Pricelist**

Waypoint Buyboard Pricelist

**4 Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for Network Hardware and Related Products (servers, routers, switches, equipment, supplies, and related products).**

Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

Waypoint Buyboard Pricelist

**5 Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for Cabling and Related Products (equipment, supplies, and related products).** Catalog/Pricelist MUST be included or proposal will not be considered.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

No response

**6 Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Digital Signage Related Products (equipment, supplies, and related products)**. Catalog/Pricelist MUST be included or proposal will not be considered. Item 20.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

*No response*

**7 Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Technology Supplies and Related Products**. Catalog/Pricelist MUST be included or proposal will not be considered.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

*No response*

**8 Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Technology Repair Parts**. Catalog/Pricelist MUST be included or proposal will not be considered.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

**Item Attributes**

Item 20.

**1. State Name of Catalog/Pricelist**

No response

9

**Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for All Other Technology Related Products and Services.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 10%

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

Waypoint Buyboard Pricelist

10

**Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for Electronic Asset Recovery and Disposal Services.** Catalog/Pricelist MUST be included or proposal will not be considered.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

No response

**1** **Section I: Equipment, Products, and Supplies-** Discount (%) off catalog/pricelist for **Technology Re** Item 20.  
**1** **Maintenance Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 3%

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

Waypoint Buyboard Pricelist

**1** **Section II: Software as a Product (SaaP) and Services -** Discount (%) off catalog/pricelist for **Admission**  
**2** **Ticket Tracking Software.** Catalog/Pricelist MUST be included or proposal will not be considered.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Contact Accessibility Guidelines and applicable state, local, and/or federal law.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

No response

**Section II: Software as a Product (SaaP) and Services** - Discount (%) off catalog/pricelist for **Bill Pa**  
**Software and Technology.** Catalog/Pricelist MUST be included or proposal will not be considered.

Item 20.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Contact Accessibility Guidelines and applicable state, local, and/or federal law.

### Item Attributes

#### 1. State Name of Catalog/Pricelist

No response

1  
4

**Section II: Software as a Product (SaaP) and Services** - Discount (%) off catalog/pricelist for **Business/Office Software**. Catalog/Pricelist MUST be included or proposal will not be considered.

Item 20.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Contact Accessibility Guidelines and applicable state, local, and/or federal law.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

No response

1  
5

**Section II: Software as a Product (SaaP) and Services** - Discount (%) off catalog/pricelist for **Desktop/Web Publishing Software**. Catalog/Pricelist MUST be included or proposal will not be considered.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Contact Accessibility Guidelines and applicable state, local, and/or federal law.



**Item Attributes**

Item 20.

**1. State Name of Catalog/Pricelist**

No response

1  
6

**Section II: Software as a Product (SaaP) and Services** - Discount (%) off catalog/pricelist for **Instructional Software**. Catalog/Pricelist MUST be included or proposal will not be considered.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Contact Accessibility Guidelines and applicable state, local, and/or federal law.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

No response

**Section II: Software as a Product (SaaP) and Services - Discount (%) off catalog/pricelist for Special Software Products (school transportation routing software, and related products).** Catalog/Price MUST be included or proposal will not be considered. Item 20.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Content Accessibility Guidelines and applicable state, local, and/or federal law.

### Item Attributes

#### 1. State Name of Catalog/Pricelist

*No response*

**Section II: Software as a Product (SaaP) and Services - Discount (%) off catalog/pricelist for Imagir  
Deployment Software Services.** Catalog/Pricelist MUST be included or proposal will not be considered

Item 20.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Content Accessibility Guidelines and applicable state, local, and/or federal law.

**Item Attributes****1. State Name of Catalog/Pricelist***No response*

**Section II: Software as a Product (SaaP) and Services** - Discount (%) off catalog/pricelist for **Cloud Storage, Hosting and Related Software Services**. Catalog/Pricelist MUST be included or proposal will not be considered. Item 20.

Total: 3%

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Content Accessibility Guidelines and applicable state, local, and/or federal law.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

Waypoint Buyboard Pricelist

**Section II: Software as a Product (SaaP) and Services - Discount (%) off catalog/pricelist for Archiving and Data Migration and Related Services.** Catalog/Pricelist MUST be included or proposal will not be considered. Item 20.

Total: 3%

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Content Accessibility Guidelines and applicable state, local, and/or federal law.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

Waypoint Buyboard Pricelist

2  
1

**Section II: Software as a Product (SaaP) and Services** - Discount (%) off catalog/pricelist for **Software Support Maintenance Agreements**. Catalog/Pricelist MUST be included or proposal will not be considered. Item 20.

Total: 3%

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

Software or Software as a Product (SaaP) as used herein shall mean software products for which the purchaser purchases a license for software to be hosted on the client's computer. (Vendor shall not include in its Proposal any Software as a Service (SaaS) products where software is licensed on a subscription bases and is centrally hosted by the software provider. Such items are included in a separate BuyBoard contract.)

It is expected that software and/or hardware proposed will conform to applicable accessibility requirements and guidelines for governmental entities including any applicable World Wide Web Consortium Web Contact Accessibility Guidelines and applicable state, local, and/or federal law.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

Waypoint Buyboard Pricelist

2  
2

**Section III: Telecommunication Products and Supplies** - Discount (%) off catalog/pricelist for **Telecommunication Products (PURCHASE) (phone systems, VOIP, smartphones/mobile phones, intercom systems, and related products)**. Catalog/Pricelist MUST be included or proposal will not be considered.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

No response

2  
3

**Section III: Telecommunication Products and Supplies** - Discount (%) off catalog/pricelist for **Telecommunication Products (LEASE)** (phone systems, VOIP, smartphones/mobile phones, inter systems, and related products).Catalog/Pricelist MUST be included or proposal will not be considered.

Item 20.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

No response

2  
4

**Section III: Telecommunication Products and Supplies** - Discount (%) off catalog/pricelist for **Telecommunication Services** (broadband data plans; internet service, mobile cell booster and related services).Catalog/Pricelist MUST be included or proposal will not be considered.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

No response

2  
5

**Section III: Telecommunication Products and Supplies** - Discount (%) off catalog/pricelist for **Telecommunication Repair Parts**. Catalog/Pricelist MUST be included or proposal will not be considered.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.



**Item Attributes**

Item 20.

**1. State Name of Catalog/Pricelist**

No response

2  
6

**Section III: Telecommunication Products and Supplies** - Discount (%) off catalog/pricelist for **Telecommunication Related Maintenance and/or Service Agreements**. Catalog/Pricelist MUST be included or proposal will not be considered.

**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

**Item Attributes**

**1. State Name of Catalog/Pricelist**

No response

2  
7

**Section IV: Training, Installation and Repair Service - Hourly Labor Rate for Technology Staff Development and Training of Equipment, Software, and Products** -- **Not to Exceed** hourly labor rate for Technology Staff Development and Training of Equipment, Software, and Products.

**No Bid**

Quantity:   1   UOM: Hourly Labor Rate

2  
8

**Section IV: Training, Installation and Repair Service - Hourly Labor Rate for Installation/Repair Service of Technology Equipment and Related Products** -- **Not to Exceed** hourly labor rate for Technology Equipment and Related Products.

Quantity:   1   UOM: Hourly Labor Rate Price:  Total:

2  
9

**Section IV: Training, Installation and Repair Service - Hourly Labor Rate for Installation/Repair Service of Software Products** -- **Not to Exceed** hourly labor rate for Software Products.

Quantity:   1   UOM: Hourly Labor Rate Price:  Total:

3  
0

**Section IV: Training, Installation and Repair Service - Hourly Labor Rate for Installation/Repair Service of Telecommunication Products and Supplies** -- **Not to Exceed** hourly labor rate for Telecommunication Products and Supplies.

**No Bid**

Quantity:   1   UOM: Hourly Labor Rate

3  
1

**Section IV: Training, Installation and Repair Service - Hourly Labor Rate for Website Design and Programming** -- **Not to Exceed** hourly labor rate for Website Design and Programming.

**No Bid**

Quantity:   1   UOM: Hourly Labor Rate

3  
2

**Section IV: Training, Installation and Repair Service - Hourly Labor Rate for All Types of IT Position(s)** (Manager, Supervisor and Service Technician) -- Not to Exceed hourly labor rate for All Types of IT Position(s). Item 20.

Quantity:   1   UOM: Hourly Labor Rate Price: \$250.00 Total: \$250.00

**Response Total: \$750.00**

November 18, 2022

**Sent via email to: [sales@waypointsolutions.com](mailto:sales@waypointsolutions.com)**

Braxton Hickman  
Waypoint Business Solutions, LLC.  
118 Vintage Park Blvd, W414  
Houston TX 77070

Re: Technology Equipment, Products, Services and Software  
BuyBoard Contract 661-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Technology Equipment, Products, Services and Software, Contract 661-22 effective January 1, 2022 through December 31, 2022, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through December 31, 2023.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is **nothing you need to do**. However, if you do not agree to this renewal, you must notify me via email at [melonie.perry@tasb.org](mailto:melonie.perry@tasb.org) prior to the start of the renewal term.

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

If you have questions or comments concerning this renewal, please contact me as soon as possible at [melonie.perry@tasb.org](mailto:melonie.perry@tasb.org). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,



Melonie Perry  
Contract Administrator

1<sup>st</sup> renewal v.02.13.2020

November 15, 2023

**Sent via email to: [bhickman@waypointsolutions.com](mailto:bhickman@waypointsolutions.com)**

Braxton Hickman  
Waypoint Business Solutions  
118 Vintage Park Blvd, W414  
Houston, TX 77070

Re: Technology Equipment, Products, Services and Software  
BuyBoard Contract 661-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Technology Equipment, Products, Services and Software, Contract 661-22, for which the current term is set to expire December 31, 2023. At this time, the BuyBoard is renewing your contract through December 31, 2024. This will be the final renewal of this contract.

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

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

Sincerely,

*Jim Tulberg*

Jim Tulberg  
Contract Administrator

final renewal v.02.13.2020

118 Vintage Park Blvd, W414, Houston, TX 77070  
 Phone: 832-479-8540

**Number** AAAQ21415

**Date** Oct 21, 2024

**Bill To**

New Braunfels Utilities  
 Bill Ryan  
 263 MAIN PLZ  
 NEW BRAUNFELS, TX 78130-5135  
 USA  
  
 Phone 830-629-8400  
 Email billryan@nbutexas.com

**Ship To**

New Braunfels Utilities  
 Bill Ryan  
 263 MAIN PLZ  
 NEW BRAUNFELS, TX 78130-5135  
 USA  
  
 Phone 830-629-8400  
 Email billryan@nbutexas.com

**Account Manager**



Becky Reinis  
 469-964-6283  
 breinis@waypointsolutions.com

**Contract**

Buyboard - NASB  
 661-22

**Notes:**

Quote exp. 11/21/2024

Line	Qty	Description	Unit Price	Ext. Price
1	6	PowerEdge R660 Server Trusted Platform Module 2.0 V3 2.5" Chassis with up to 10 Hard Drives (SAS/SATA), 2CPU, PERC11 Intel Xeon Gold 6526Y 2.8G, 16C/32T, 20GT/s, 37.5M Cache, Turbo, HT (195W) DDR5-5200 Intel Xeon Gold 6526Y 2.8G, 16C/32T, 20GT/s, 37.5M Cache, Turbo, HT (195W) DDR5-5200 Additional Processor Selected No HBM Performance Heatsink for 2 CPU configuration (CPU less than 250W) Performance Optimized 5600MT/s RDIMMs RAID 1 PERC H355 Controller Front Front PERC Mechanical Parts, rear load Performance BIOS Settings 4 Very High Performance Fans for 2 CPU Dual, Hot Plug, Power Supply, Redundant (1+1) 1400W (100-240Vac) Riser Config 1, Low Profile, 3x16 LP Slots (Gen4) Motherboard MLK supports ONLY CPUs below 250W. Cannot upgrade to CPUs 250W and above OpenManage Enterprise Advanced iDRAC9, Datacenter 16G OpenManage Integration with MS Windows Admin Center Premium License for PowerEdge, Perpetual Broadcom 57504 Quad Port 10/25GbE,SFP28, OCP NIC 3.0 LOM Blank PowerEdge 1U LCD Bezel Dell Luggage Tag BOSS Blank	\$24,806.86	\$148,841.16

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT <https://www.waypointsolutions.com/return-policy>. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

Line	Qty	Description	Unit Price	Ext. Price
		No Quick Sync iDRAC9 Factory Generated Password for OCP cards iDRAC Service Module (ISM), NOT Installed iDRAC Group Manager, Disabled No Operating System No Media Required Cable Management Arm ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar No Systems Documentation, No OpenManage DVD Kit PowerEdge R660 Shipping PowerEdge R660 Shipping Material, 10x2.5", 8x2.5" Smart Flow or 16xEDSFF PowerEdge R660 No CCC, No CE Marking ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Years ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended Dell Hardware Limited Warranty Plus On-Site Service Dell Limited Hardware Warranty Plus Service, Extended Year(s) 64GB RDIMM, 5600MT/s, Dual Rank -QTY. 16/ea. 480GB SSD SATA Mix Use 6Gbps 5 12 2.5in Hot-plug AG Drive, 3 DWPD -QTY. 2/ea. C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America -QTY. 2/ea. Dell EMC PowerEdge SFP+ SR Optic 10GbE 850nm -QTY. 2/ea. Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 3 Meter -QTY. 2/ea.		Item 20.
2	4	Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, PSU to IO air, 2x PSU Dell EMC S52XX-ON Series User Guide OS10 Enterprise, S5224F-ON Dell Hardware Limited Warranty 1 Year ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,1 Year ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 5 Years ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Years Extended Dell Limited Hardware Warranty Extended Year(s) Info 3rd Party Software Warranty provided by Vendor 5 Years ProSupport Plus OS10 Enterprise Software Support-Maintenance Dell Networking Cable 100GbE, QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 1 Meter Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US	\$16,082.45	\$64,329.80
3	2	PowerStore 1200T Dell Customer Racked 384GB Appliance DIMM 192GB Per Node PowerStore NVRAM FIPS QTY 2 PowerStore Base SW 25GBE OPTICAL 4 PORT CARD PAIR 1800 WATT POWER SUPPLY PAIR L9 PowerStore Base Enclosure Install Kit ISG Product (info) Dell Hardware Limited Warranty Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 5 Years Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years	\$322,066.95	\$644,133.90

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT <https://www.waypointsolutions.com/return-policy>. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

Line	Qty	Description	Unit Price	Ext. Price
		P1 NVME SED NON-FIPS SSD 15.36TB - QTY. 8/ea. 2M PASSIVE 25G TWINAX CABLE QTY 2 ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site High Capacity SSD Add-On, 5 Years-QTY. 8/ea.		
4	1	Waypoint Installation Services (See SOW)	\$26,000.00	\$26,000.00

Item 20.

<b>SubTotal</b>	\$883,304.86
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$883,304.86</b>

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT <https://www.waypointsolutions.com/return-policy>. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.



## Participation and Purchase Agreement under

### Buyboard 661-22

between

**Waypoint Business Solutions**  
 (“Waypoint” and “Vendor”)

118 Vintage Park Blvd. #W414  
 Houston, TX 77070

and

**New Braunfels Utilities**  
 (“Customer”)

263 Main Plaza  
 New Braunfels, Texas 78130

Effective as of the date of the last signature below (the “Effective Date”), this Agreement includes the following Buyboard Contract for cooperative purchases for any solutions from Waypoint, The Buyboard contract Waypoint Business Solutions, 661-22; [“Buyboard Contract”]. This Buyboard Contract is incorporated by reference into and made part of this Participation and Purchase Agreement (the “Agreement”). The terms and conditions of the Buyboard Contracts, as applicable, will govern the purchases and orders and each statement of work (SOW) that are provided to the **New Braunfels Utilities** (“NBU” and “Customer”) from Waypoint Business Solutions (“Waypoint” and “Vendor”) that are made during the term of Buyboard Contract with Vendor of computer hardware and related products. The Customer is an eligible purchaser of the offerings under the Buyboard Contract, which is publicly available on the Buyboard website at:

[Waypoint Business Solutions | Details | Vendors | Shop | BuyBoard](#)

The NBU agrees to pay Vendor for delivered goods and services based upon the Vendor’s Quote(s) and SOW(s) set forth in Vendors’ Response to NBU Request for Proposal(s)/Quote(s). Any additional Quotes or SOWs under this Agreement, must be approved in writing by the NBU, which may be approved by a purchase order from the NBU.

Per the Buyboard Contracts, Vendors will secure and maintain the minimum of insurance coverage specified in the Buyboard Contract and, upon request from the NBU, provide proof of such insurance coverage to NBU listed as additional insured. The required coverage must remain in effect throughout the term of the Agreement between Vendor and NBU.

This Agreement and all of the rights and obligations of the parties shall be governed by and enforced under the laws of the State of Texas and the United States, as applicable. In the unlikely event any such situation may be necessary, the venue for any mediation and litigation under this Agreement shall be in Comal County, Texas. The parties agree to communicate and cooperate to resolve any concerns prior to starting any formal dispute resolution.

NBU and Vendors agree to reference the applicable current Buyboard Contract for quotations, purchase orders, and SOWs that are for offerings available from Vendors under the Buyboard Contracts. The parties also agree to cooperate to resolve any administrative issues for proper processing of orders and billing related to this Agreement. This Agreement is entered into on behalf of the parties by their below authorized representatives:

<b>Waypoint Business Solutions</b>
Signature:
Name: Braxton Hickman
Position:
Date:

<b>New Braunfels Utilities</b>
Signature:
Name:
Position:
Date:

Cumulative purchases under this agreement shall not exceed \$ 883,304.86.



**Meeting Date:** December 12, 2024      **Agenda Type:** Action Item

**From:** Kimberly Huffman      **Reviewed by:** John Warren  
 Accounting Manager      Director of Finance

**Submitted by:** Dawn Schriever      **Approved by:** Ryan Kelso  
 Chief Executive Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Discuss and Consider Approval of the NBU Annual Comprehensive Financial Report and Red Flag and Cybersecurity Incidents Report

## **BACKGROUND**

Moss Adams conducted an audit of the fiscal year 2024 financial results and issued an unqualified opinion, otherwise known as a “clean” opinion. The auditor performed preliminary fieldwork from July 15-19, 2024, which included testing of internal controls and procedures. Final fieldwork was conducted from October 14-18, 2024, which included detailed examination and testing of financial records for accuracy. The majority of the audit testing was completed during this time, but additional testing occurred after these dates through December 2, 2024.

The following reports will be presented to the Board for consideration at the Board meeting:

- a. Report from Auditor, Keith Simovic of Moss Adams; and
- b. Report from NBU Audit Committee.

## **FINANCIAL IMPACT**

None

## **LINK TO STRATEGIC PLAN**

**Recognized as a Trusted Community Partner Dedicated to Excellence in Service**

**Maintain a Competitive Bond Rating**

## **EXHIBITS**

1. Fiscal Year 2024 Annual Comprehensive Financial Report
2. Red Flag and Cybersecurity Incident Report-2024

**To:** NBU Audit Committee of the Board of Trustees

**From:** Greg Brown, Chief Technology and Security Officer

**Date:** December 3, 2024

**Subject:** Red Flag Report for 2024

---

The Fair and Accurate Credit Transactions Act of 2003 (FACTA) required reasonable procedures to identify “Red Flags,” defined by the Federal Trade Commission as “a pattern, practice, or specific activity that indicates the possible existence of identity theft.” In response to the FACTA of 2003, New Braunfels Utilities (NBU) has adopted the Identity Theft Prevention Policy to mitigate potential threats via proactive measures and reporting. NBU implemented the Identity Theft Prevention Program to manage the following activities for “Red Flag” identification:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the program;
2. Incorporate Red Flags already identified in existing NBU Policy into the program;
3. Describe and establish appropriate responses to any Red Flags as detected to prevent and mitigate identity theft and
4. Update the Program periodically to assess changes in customer risk incidents, risk identification or classification methods, supervisory oversight requirements, and training needs.

#### Incidents:

For the 2024 calendar year, there have been no red-flag incidents.

#### Accomplishments

In 2024, the Cybersecurity Team successfully launched a comprehensive Vulnerability Management Program and enhanced the Security Information and Event Management (SIEM) platform. These initiatives significantly strengthened the organization’s in-depth defenses against cyber threats. The Vulnerability Management Program helps identify and address security weaknesses in the enterprise systems. The SIEM program continuously monitors the network for suspicious activities and potential security breaches. The SIEM provides proactive responses to possible threats in a rapid and effective manner. These programs are two additional elements in a cybersecurity portfolio that protect classified and sensitive data and ensure regulatory compliance.

In 2024, the Physical Security Team successfully implemented several critical security initiatives. A new Key Management System is in the process of being deployed. The system ensures that only authorized personnel have access to sensitive areas. A new Visitor Management System is also in the process of being deployed at the Customer Solution Center. This system will track and monitor all visitors in the facility, ensuring an awareness of persons in our facilities at all times. Additionally, the installation of a fail-safe button on all magnetically locked doors at the Service Center is complete. The button ensures the doors will be opened during outages that affect the magnetic locks. Finally, a comprehensive security evaluation of all NBU sites has been completed. The evaluation will result in a gap analysis and prioritization of projects to strengthen our security posture.

Per Texas House Bill 3834, our Cybersecurity and Learning & Development teams provided the following training required by the State of Texas:

#### Texas Cybersecurity Awareness Training 2024

- Topic Included:
  - Information Security Habits
  - Procedures that protect Information Resources
  - Best practices for detecting, assessing, reporting, and addressing Information Security Risks

A total of 437 employees completed the training by July 2024, a 100% completion rate.

#### **In Summary:**

The existing Identity Theft, Red Flag, and Suspicious Activity detection methods, as described in the NBU Identity Theft Prevention Policy, remain reasonable, appropriate, and sufficient to mitigate risks to NBU and its customers.

Per Texas House Bill 3834, cybersecurity training and proof of compliance will be required annually. All NBU employees will be required to complete the training. The Cybersecurity and Learning & Development teams will continue implementing and deploying the training program.



# New Braunfels Utilities December 12, 2024

---

2024 AUDIT RESULTS

# Agenda

---

1. Engagement Team
2. Nature of Services Provided
3. Auditor Opinions / Reports
4. Required Communications





# YOUR DEDICATED TEAM



**KEITH SIMOVIC**

Engagement Reviewer  
And Partner

**JULIE DESIMONE**

Concurring Reviewer  
and Partner

**LAUREL BRASCHAYKO**

Audit Senior Manager

**AYDE ALVARADO**

Audit Manager



# Nature of Services Provided

---

**1** Independent Auditors' Report on the financial statements of New Braunfels Utilities

**2** Assistance with, and technical review of the ACFR for compliance with GAAP as well as GFOA Certificate of Excellence requirements

**3** Report of Independent Auditors' on Internal Control Over Financial Reporting and on Compliance in Accordance with *Government Auditing Standards*

**4** Communication to Those Charged with Governance





# Audit Opinion/Reports

Financial  
Statements

Government  
Auditing  
Standards  
Report

Communication  
to Those  
Charged with  
Governance

Unmodified  
(clean) opinion  
on financial  
statements

No reportable  
findings

No material  
weaknesses



# Required Communication

- Auditor's responsibility under auditing standards
- Significant accounting policies
- Management judgments & accounting estimates
- **Audit adjustments** – (none in current year)
- Management's consultation with other accountants
- No disagreements with management
- No difficulties in performing the audit
- **Audit observations and recommendations** – discussed with audit committee



# Financial highlights

---

- **Healthy net income before capital contributions of \$30.3 million and \$14.7 million the past two years – rates are set adequately to recoup operating costs**
- **Positive cash flows from operations at \$81.8 million and \$67.1 million the past two years**
- **Continued investment in plant assets – increasing balance from July 2023 to July 2024 - \$910.9 million in 2023 vs. \$1.06 billion in 2024**
- **Consistent cash balances - \$146.7 million in 2024 compared to \$154.3 million in 2023. Covers approximately 60.5% in 2024 and 65.8% 2023 of operating expenses**
- **Exceeding debt service coverage ratios required by bond agreements**

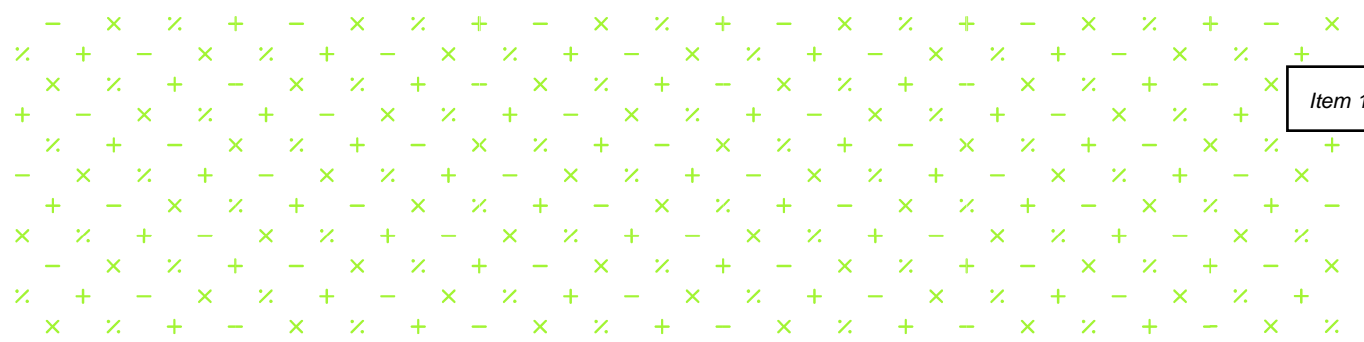


# Acknowledgements

Thank you Dawn Schriewer, Kimberly Huffman, and their staff for their excellent facilitation of the audit process.

- The audit progressed on time and in an orderly fashion; all requested schedules were received on a timely basis
- All personnel across all departments were courteous, responsive, and fulfilled all our requests in a timely manner
- ‘Tone at the Top’ and attitude from management was one of helpfulness, candor, and openness in response to audit requests and discussion points





# Thank You

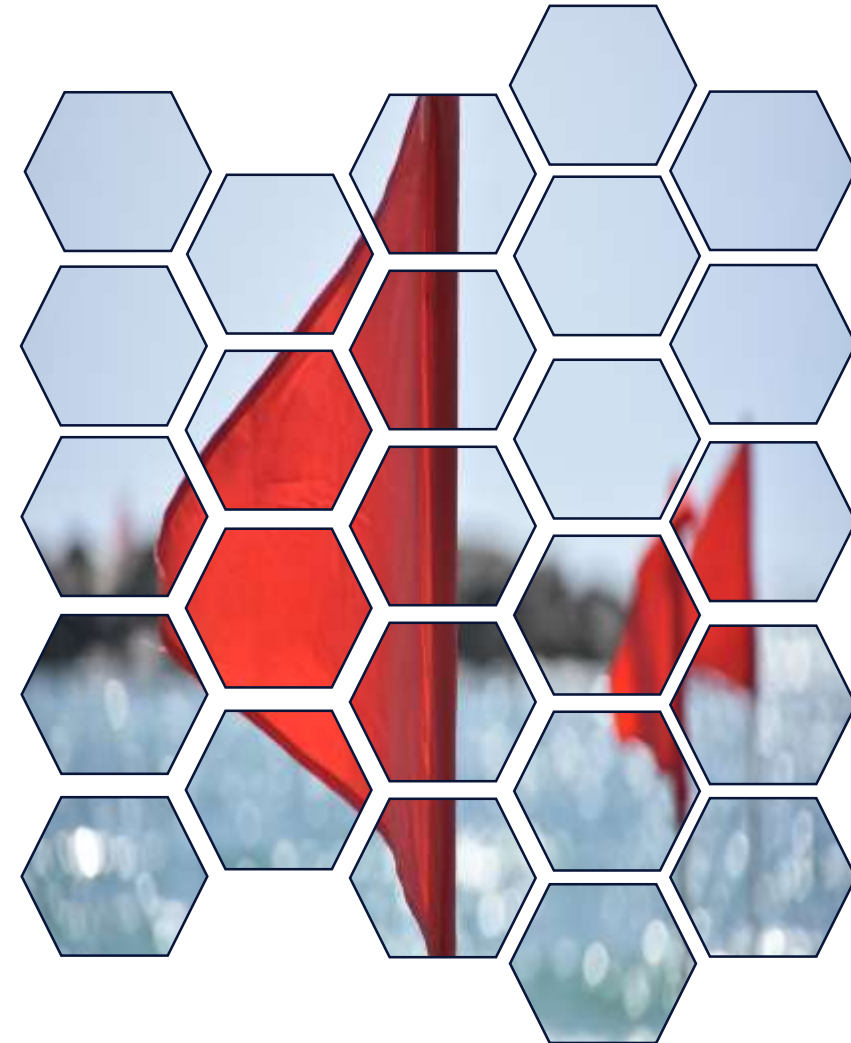
---



## What is the Red Flag Report

---

Fair and Accurate Credit Transactions Act of 2003 (FACTA) required reasonable procedures to identify “Red Flags” defined by the Federal Trade Commission as “a pattern, practice, or specific activity that indicates the possible existence of identity theft.”



# Red Flag Reporting

Item 1.

- Red flag reporting is a system used to **detect** and **prevent identity theft** in financial services.
- Identifying **suspicious patterns** or **activities**, known as "red flags," that may indicate potential **identity theft**.
- Help financial institutions and creditors spot these **warning signs** in their day-to-day operations and take appropriate actions to **prevent** and **mitigate** the damage caused by **identity theft**.



## Mission

Strengthening our community by providing resilient essential services

+

## Vision

Be a trusted community partner dedicated to excellence in service

+

## Core Values

Safety, Team, Integrity, Culture, and Stewardship

**NBU** NEW BRAUNFELS  
UTILITIES

1091

2

NBU implemented the Identity Theft Prevention Program to manage the following activities for “Red Flag” identification:

- 1** Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the program;
- 2** Incorporate Red Flags already identified in existing NBU Policy into the program;
- 3** Describe and establish appropriate responses to any Red Flags as detected to prevent and mitigate identity theft; and
- 4** Update the Program periodically to assess changes in customer risk incidents, methods of risk identification or classification, supervisory oversight requirements, and training needs.



# Cybersecurity Incident Reporting

Item 1.

The National Institute of Standards and Technology (**NIST**) defines a cybersecurity incident as an event that:

- Jeopardizes the **confidentiality, integrity, or availability** of information systems or the information they process, store, or transmit.
- Violates security policies, acceptable use policies, or standard security practices.



## Mission

Strengthening our community by providing resilient essential services



## Vision

Be a trusted community partner dedicated to excellence in service



## Core Values

Safety, Team, Integrity, Culture, and Stewardship

For the calendar year 2024, there were

- No Red Flag incidents
- No Cybersecurity incidents



# Integrated Resource Plan (IRP)

**NBU Board Presentation**



- December 12, 2024



The optimal long-term resource strategy is a diversified portfolio

- Natural gas-fired generation by 2028
- Battery storage by 2030
- Wind generation by 2033
- Solar and additional storage beginning in the mid 2030s
- Bilateral forward energy market purchases

Ownership structure will align with financial strategy and objectives

Scenarios primarily reliant on power purchases result in the highest expected LCOE

Current hedging strategy significantly reduces risk and is an effective component of NBU's overall risk management process



# Recommended Action Plan

Continue to use energy hedges while transitioning to a more self-reliant generation portfolio

## Issue Request for Proposals:

- For up to 240 MW of natural gas-fired RICE and CT generation by 2028 or as soon as practical
- For up to 100 MW of battery storage by 2030 and up to 30 MW of wind by 2033

Monitor Texas Energy Fund developments for future natural gas-fired generation opportunities

## Mission

Strengthening our community by providing resilient essential services



## Vision

Be a trusted community partner dedicated to excellence in service



## Core Values

Safety, Team, Integrity, Culture, and Stewardship



# What's Next?



## RFP for Consulting Services

- Planned release in Q1 of 2025
- Issuing an RFP to retain services to help create and manage the thermal generation RFP

## RFP for Thermal Resources

- Planned release in 2025
- Issuing an RFP to find most economic and reliable option for procuring thermal generation for NBU's portfolio



## RFP for Batteries

- Planned release in 2027
- Issuing an RFP for battery storage

## Board Acceptance of IRP Report

### Mission

Strengthening our community by providing resilient essential services



### Vision

Be a trusted community partner dedicated to excellence in service



### Core Values

Safety, Team, Integrity, Culture, and Stewardship



**Meeting Date:** December 12, 2024      **Agenda Type:** Action Items

**From:** John Warren      **Reviewed by:** Dawn Schriewer  
 Director of Finance      Chief Financial Officer

**Submitted by:** Dawn Schriewer      **Approved by:** Ryan Kelso  
 Chief Financial Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Discuss and Consider Approval of Guidelines for the Community Advisory Panel (the “CAP”) to Contemplate in Developing Recommendations for the Rate Plan Design Process for Water, Wastewater, and Electric Rates

## **BACKGROUND**

At the December 5, 2024 NBU Board Strategic Planning Workshop, the NBU Board was provided a presentation on the guidelines for the Community Advisory Panel (the “CAP”) to contemplate in developing recommendations for the FY26/27 Rate Plan Design process for water, wastewater, and electric rates. The NBU Board was asked to provide feedback on the discussion points planned for the CAP meetings, beginning January 14, 2025, for their role in developing recommendations for the rate design process.

NBU staff requests that the NBU Board approve the proposed discussion topics for the CAP rate design process.

## **FINANCIAL IMPACT**

None

## **LINK TO STRATEGIC PLAN**

**Financial Excellence**

## **EXHIBITS**

1. Presentation



# Community Advisory Panel (CAP)

## FY26/27 Rate Plan Design Discussion Topics

John Warren, Director of Finance





# Items Slated for CAP Feedback



## Meter Growth Forecast

- Is the growth rate projected reasonable based on the CAP members' knowledge of the community and experience?



## Impact Fees

- Should growth continue to pay for itself?



## Capital Improvement Projects

- Growth-related
- How quickly to anticipate and serve growth?
- Cash vs. Debt



# Items Slated for CAP Feedback



## Aging Infrastructure Methodology

- At what pace to rehabilitate systems?



## Rate Plan Scenarios and Proposals

- What are the best scenarios for adjusting rates?
- What percentage of revenue increases will be needed based on the forecast?



## Rate Design Options

- Conservation pricing signals to what degree?
- Essential use protection?

# Questions



## Mission

Strengthening our community by providing resilient essential services

+

## Vision

Be a trusted community partner dedicated to excellence in service

+

## Core Values

Safety, Team, Integrity, Culture, and Stewardship





**Meeting Date:** December 12, 2024      **Agenda Type:** Action Items

**From:** Jessica Coleman      **Reviewed by:** John Warren  
 Finance & Risk Manager      Director of Finance

**Submitted by:** Dawn Schriever      **Approved by:** Ryan Kelso  
 Chief Financial Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Discuss and Consider Adoption of Resolution #2024-191 Approving the First Amendment to Revolving Credit Agreement and the Second Amendment to Note Purchase Agreement with JPMorgan Chase Bank, National Association in Connection with the "City of New Braunfels, Texas Utility System Commercial Paper Notes, Series 2019A and Series 2019B," and Resolving Other Matters Incident and Related Thereto, Including the First Amendment to Fee Letter Related Thereto

---

**BACKGROUND**

On March 20, 2019, as a part of NBU’s plan to manage the issuance of debt efficiently, the NBU Board authorized the use of a commercial paper program, in the aggregate principal amount of not to exceed \$75 million, with an initial expiration date of May 29, 2022. The commercial paper program was subsequently approved by City Council on March 25, 2019. This program has allowed NBU to access funds at lower short-term interest repayment rates, remain flexible and liquid, and quickly access funds when needed.

On December 9, 2021, the NBU Board approved the extension of the commercial paper program with JPMorgan Chase Bank, National Association to May 29, 2025, pursuant to the terms contemplated in the Revolving Credit Agreement and the Note Purchase Agreement of the existing commercial paper program. This extension has continued to allow NBU to remain flexible in funding its capital program to meet continued growth at the most economical cost.

On June 29, 2023, the NBU Board approved the First Amendment to the Note Purchase Agreement of the existing commercial paper program to reflect changes from the London Interbank Offered Rate (LIBOR) Index to the Secured Overnight Financing Rate (SOFR) Index as the benchmark loan index associated with the Series 2019B Notes.

NBU staff requests that the Board approve Resolution #2024-191 to extend the commercial paper program with JPMorgan Chase Bank, National Association to May 29, 2028, pursuant to the terms contemplated in the Revolving Credit Agreement and the Note Purchase Agreement of the existing commercial paper program. This extension will allow NBU to remain flexible in funding its capital program to meet continued growth at the most economical cost.

**FINANCIAL IMPACT**

---

NBU's staff estimates liquidity costs of approximately \$4.3 million over the program term. Extending the commercial program allows NBU to remain flexible and liquid to allow quicker access to funds when needed for projects. It is projected that NBU will continue to benefit from access to funds at the normally lower short-term interest repayment rates associated with a commercial paper program.

**LINK TO STRATEGIC PLAN**

---

**Financial Excellence****EXHIBITS**

---

1. Resolution #2024-191

R-\_\_\_\_\_

A RESOLUTION APPROVING THE FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT AND THE SECOND AMENDMENT TO NOTE PURCHASE AGREEMENT WITH JPMORGAN CHASE BANK, NATIONAL ASSOCIATION IN CONNECTION WITH THE "CITY OF NEW BRAUNFELS, TEXAS UTILITY SYSTEM COMMERCIAL PAPER NOTES, SERIES 2019A AND SERIES 2019B," AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO, INCLUDING THE FIRST AMENDMENT TO FEE LETTER RELATED THERETO.

WHEREAS, the City of New Braunfels, Texas (the "City") has previously authorized the issuance of its commercial paper notes consisting of its Utility System Commercial Paper Notes, Series 2019A (the "Series 2019A Notes") and Series 2019B (the "Series 2019B Notes"); and

WHEREAS, the City has previously entered into a Revolving Credit Agreement dated as of March 25, 2019 (but effective as of May 29, 2019 (the "Revolving Credit Agreement")) with JPMorgan Chase Bank, National Association (the "Bank") related to the Series 2019A Notes; and

WHEREAS, the City has previously entered into a Note Purchase Agreement dated as of March 25, 2019 (but effective as of May 29, 2019), as amended by the First Amendment to Note Purchase Agreement dated as of June 29, 2023 (the "Note Purchase Agreement") with the Bank related to the Series 2019B Notes; and

WHEREAS, the City has previously entered into the Fee Letter with the Bank, effective May 29, 2019 (the "Original Fee Letter") related to the Series 2019A Notes and the Revolving Credit Agreement (together the "Credit Agreement") and the Note Purchase Agreement dated as of March 25, 2019 (but effective as of May 29, 2019), by and between the Bank and the City relating to the Series 2019B Notes, as amended by the First Amendment to Note Purchase Agreement dated as of June 29, 2023, (collectively, the "Note Purchase Agreement", and together with the Credit Agreement, the "Agreements").

WHEREAS, pursuant to the authority contained in Texas Government Code, Section 1502.051 et seq. and by the Charter of the City of New Braunfels, Texas (the "City"), the complete management and control of the City's Waterworks, Sanitary Sewer and Electric Light and Power Systems (the "Systems"), during such time as the net revenues of the Systems may be encumbered pursuant to the ordinances authorizing the issuance of the City's outstanding revenue obligations, are vested in the Board of Trustees of the Systems (the "Board of Trustees"); and

WHEREAS, the Bank has provided to the City, acting through the Board of Trustees, a First Amendment to Revolving Credit Agreement, dated as of \_\_\_\_\_, 2024, to the Credit Agreement and a Second Amendment to Note Purchase Agreement dated \_\_\_\_\_, 2024, to reflect and effect mutually agreed upon changes to the Agreements; and

WHEREAS, the Board of Trustees hereby finds and determines the best interest of the City and the Systems would be served by amending the Agreements as provided herein, substantially in the form and content as set forth in Exhibit A and Exhibit B hereto and the Original Fee Letter as provided in the First Amendment to Fee Letter, substantially in the form and content as set forth in Exhibit C hereto; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF NEW BRAUNFELS UTILITIES:

SECTION 1: The entering into the First Amendment to Revolving Credit Agreement substantially in the form and content set forth in Exhibit A hereto (the "Credit Agreement Amendment") and the Second Amendment to Note Purchase Agreement substantially in the form and content set forth in Exhibit B hereto (the "Note Purchase Agreement Amendment") is hereby authorized and approved.

SECTION 2: The entering into the First Amendment to Fee Letter substantially in the form and content set forth in Exhibit C hereto (the "Fee Letter Amendment") is hereby authorized and approved.

SECTION 3: The President of the Board of Trustees, Secretary to the Board of Trustees, the CEO, and the Chief Financial Officer, any one or more of said officials, are each hereby authorized and directed to execute and deliver to the Bank (i) the Credit Agreement Amendment in substantially the form and content set forth in Exhibit A hereto, (ii) the Note Purchase Agreement Amendment substantially in the form and content set forth in Exhibit B hereto and (iii) the Fee Letter Amendment in substantially the form and content set forth in Exhibit C hereto.

SECTION 4: It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at said meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 5: This Resolution shall be in force and effect from and after its passage on the date shown below.

PASSED AND ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

NEW BRAUNFELS UTILITIES

\_\_\_\_\_  
President of the Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary to Board of Trustees

(Board Seal)

EXHIBIT A  
FORM OF FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT

**FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT**

This First Amendment to Revolving Credit Agreement (this "Amendment") is dated as of \_\_\_\_\_, 2024 (the "Amendment Effective Date"), by and between the CITY OF NEW BRAUNFELS, TEXAS, acting by and through the New Braunfels Utilities (the "City") and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (together with its successors and assigns as such agent, the "Lender").

**WITNESSETH**

WHEREAS, the City and the Lender are parties to that certain Revolving Credit Agreement dated as of March 25, 2019, (but effective as of May 29, 2019), as to the City's Series 2019A Notes (as defined below) (the "Revolving Credit Agreement," and as amended the "Revolving Credit Agreement");

WHEREAS, the City has requested that the Bank to support certain of the City's Utility System Commercial Paper Notes, Series 2019A (the "Series 2019A Notes") issued from time to time as Program Notes under its Commercial Paper Program, in response to which the Lender has agreed (i) to make available the Revolving Credit Agreement initially aggregating \$75,000,000 in support of the Series 2019A Notes and (ii) to directly purchase when issued as Program Notes the City's Utility System Commercial Paper Notes, Series 2019B (the "Series 2019B Notes") in a principal amount up to of \$75,000,000 pursuant to a note purchase agreement (the "Note Purchase Agreement"); provided, however, that the combined support for both Series 2019A Notes and Series 2019B Notes shall not exceed \$75,000,000 in principal amount;

WHEREAS, the City and the Lender have agreed to amend certain terms of the Revolving Credit Agreement, subject to and upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto hereby agree as follows:

**ARTICLE 1**

**Amendments**

**1.1 Amendment to Definition of Expiration Date.**

The definition of Expiration Date is hereby deleted and replaced with the following:

"Expiration Date" means May 29, 2028, or such other date to which such day may be extended pursuant to Section 2.10 hereof.

## 1.2 Amendment to Section 7.03.

The Notice information regarding the Lender in Section 7.03 is hereby deleted and replaced with the following:

If to the Lender:

JPMorgan Chase Bank, National Association  
 JPM-Delaware Loan Operations  
 500 Stanton Christiana Road, NCC5, Floor 01  
 Newark, DE 19713-2107  
 Attention: PFG Servicing  
 Email/Fax: PFG\_Servicing@jpmorgan.com

JPMorgan Chase Bank, National Association  
 383 Madison Avenue, Floor 3  
 Mail Code: NY1-M301  
 New York, NY 10179  
 Attention: Public Finance, Justin Wahn  
 Telephone: (212) 270-3813  
 Facsimile: (917) 456-3564  
 E-mail: Justin.d.wahn@jpmorgan.com

**In each case, with a copy to:**

E-mail: [public.finance.notices@jpmorgan.com](mailto:public.finance.notices@jpmorgan.com)

## ARTICLE 2

### Conditions Precedent

#### 2.1 Conditions Precedent to Effectiveness.

The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

(a) The Lender shall have received such additional documents, instruments and information as the Lender or its legal counsel may reasonably request;

(b) The representations and warranties contained herein and in the Revolving Credit Agreement, as amended hereby, shall be true and correct as of the Amendment Effective Date as if made on the Amendment Effective Date;

(c) No Default or Event of Default shall have occurred and be continuing as of the Amendment Effective Date hereof;



(d) All proceedings taken in connection with the transactions contemplated by this Amendment and all documents, instruments, and other legal matters incident thereto shall be satisfactory to the Lender and its legal counsel; and

(e) The City shall have paid all fees of legal counsel to the Lender related to the preparation of this Amendment in the amount of \$ \_\_\_\_\_.

**ARTICLE 3**

**Ratifications, Representations and Warranties**

**3.1 Ratifications.**

The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Revolving Credit Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Revolving Credit Agreement are ratified and confirmed and shall continue in full force and effect. The Parties hereby agree that the Revolving Credit Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

**3.2 Representations and Warranties.**

The City hereby represents and warrants to the Lender that (i) the execution, delivery and performance of this Amendment have been authorized by all requisite action on the part of the City, (ii) the representations and warranties contained in the Revolving Credit Agreement are true and correct on and as of the date hereof as though made on and as of the date hereof, (iii) as of the Amendment Effective Date no Default or Event of Default has occurred and is continuing and no event or condition has occurred that with the giving of notice or lapse of time or both would be an Event of Default, and (iv) as of the Amendment Effective Date the City is in full compliance with all covenants and agreements contained in the Revolving Credit Agreement.

**ARTICLE 4**

**Lender Representations**

**4.1 Texas Government Code Section 2252.908(c)(4) Exemption.**

The Lender hereby certifies that as a publicly traded business entity or a wholly owned subsidiary of such an entity it is exempt under Section 2252.908(c)(4) of the Texas Government Code.

**4.2 Verifications of Statutory Representations and Covenants .**

The Lender makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Amendment. As used in such verifications,

“affiliate” means an entity that controls, is controlled by, or is under common control with the Lender within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of the Revolving Credit Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of the Revolving Credit Agreement, notwithstanding anything in this Amendment or the Revolving Credit Agreement to the contrary.

(a) Not a Sanctioned Company. The Lender represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Lender and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Lender hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of the Revolving Credit Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Lender hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Revolving Credit Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Lender hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of Revolving Credit Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

#### **4.3 Representation Regarding Texas Attorney General Standing Letter and Bringdown Verification.**

The Lender represents and verifies that it is aware of the Texas Office of the Attorney General’s (the “Texas Attorney General”) All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Attorney General at the following link: ([https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC\\_Letter-11-01-2023.pdf](https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC_Letter-11-01-2023.pdf)) and the Texas Attorney General’s supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General

at the following link: (<https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-06-2023.pdf>). The Lender represents and verifies that the Lender has (i) on file a standing letter (“Standing Letter”) acceptable to the Texas Attorney General addressing the representations and verifications in Section 4.2 (a) through (d) hereof, and (ii) will, upon request of the City or its Bond Counsel on behalf of the City, provide the City and Bond Counsel with a copy of its Standing Letter. The Lender further represents and verifies that its Standing Letter remains in effect as of the date of this Amendment and that the Texas Attorney General has not notified the Lender that a determination has been made that the Lender boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas. Upon request of the City or Bond Counsel on the City’s behalf, the Lender shall provide additional written certifications to the City and Bond Counsel (which may be by email) to the effect that the Texas Attorney General may continue to rely on the Standing Letter and the statutory representations and covenants contained in this Amendment through the date of the Amendment Effective Date (the “*Bringdown Verification*”). The City reserves the right, and the Lender hereby expressly authorize the City, to provide such Bringdown Verifications to the Texas Attorney General.

## ARTICLE 5

### Miscellaneous

#### 5.1 Survival of Representations and Warranties.

All representations and warranties made in this Amendment shall survive the execution and delivery of this Amendment, and no investigation by the Lender shall affect the representations and warranties or the right of the Lender to rely upon them.

#### 5.2 Counterparts/Electronic Signatures.

This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this Amendment. The parties agree that any electronically signed document (including this Amendment) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable

document format) or other replicating image attached to an e mail message; and “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

**5.3 Construction/Governing Law.**

This Amendment shall be governed by all of the provisions of the Revolving Credit Agreement, unless the context expressly requires otherwise, including the governing law provision set forth in Section 7.11 of the Revolving Credit Agreement.

**5.4 Entire Agreement.**

THIS AMENDMENT AND THE REVOLVING CREDIT AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers on the date and year first above written.

CITY OF NEW BRAUNFELS, TEXAS,  
ACTING BY AND THROUGH  
NEW BRAUNFELS UTILITIES

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

JPMORGAN CHASE BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: Justin Wahn  
Title: Executive Director

EXHIBIT B  
FORM OF SECOND AMENDMENT TO NOTE PURCHASE AGREEMENT

EXHIBIT B  
FORM OF SECOND AMENDMENT TO NOTE PURCHASE AGREEMENT



## SECOND AMENDMENT TO NOTE PURCHASE AGREEMENT

This Second Amendment to Note Purchase Agreement (this "Second Amendment") is dated as of \_\_\_\_\_, 2024 (the "Amendment Effective Date"), by and between the CITY OF NEW BRAUNFELS, TEXAS, acting by and through the New Braunfels Utilities (the "City") and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (together with its successors and assigns as such agent, the "Bank").

### WITNESSETH

WHEREAS, the City and the Bank are parties to that certain Note Purchase Agreement dated as of March 25, 2019, (but effective as of May 29, 2019), as amended by the First Amendment to Note Purchase Agreement dated as of June 29, 2023, and as further amended (the "Note Purchase Agreement");

WHEREAS, the City has requested the Bank to support certain of the City's Utility System Commercial Paper Notes, Series 2019B (the "Series 2019B Notes") issued from time to time under its Commercial Paper Program, in response to which the Bank has agreed (i) to directly purchase when and as issued Program Notes issued as "Series 2019B Notes" (the "Series 2019B Notes") pursuant to the terms of the Note Purchase Agreement initially aggregating \$75,000,000, and (ii) by making available a revolving line of credit (the "Revolving Credit Agreement") initially aggregating \$75,000,000 (of an amount supporting Program Notes issued as "Series 2019A" (the "Series 2019A Notes") in a principal amount up to of \$75,000,000 entered into by the parties thereto; provided, however, that the combined support for both Series 2019A Notes and Series 2019B Notes shall not exceed \$75,000,000 in principal amount;

WHEREAS, the City and the Bank have agreed to amend certain terms of the Note Purchase Agreement, subject to and upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto hereby agree as follows:

### **ARTICLE 1**

#### **Amendment**

#### **1.1 Amendment to Definition of Applicable Spread.**

The definition of "Applicable Spread" is hereby deleted and replaced with the following:

“*Applicable Spread*” means the amount shown in Schedule I below based on the Ratings (as defined below):

Schedule I

Level	Moody’s	S&P/Fitch	Applicable Spread
1	Aa2 or above	AA	1.25%
2	Aa3	AA-	1.40%
3	A1	A+	1.55%
4	A2	A	1.75%
5	A3 or below	A- Or below	1.95%

The Applicable Spread\* for any date shall be determined by reference to the Ratings in Schedule I above for such date. If Ratings are assigned by all three Rating Agencies, and two of such Ratings are equivalent, the Applicable Spread shall be based upon the Level in which the two equivalent Ratings appear; if Ratings are assigned by all three Ratings Agencies and no two such Ratings are equivalent, the Applicable Spread shall be based upon the Level in which the middle Rating appears; and if Ratings are assigned by only two Rating Agencies and such Ratings are not equivalent, the Applicable Spread shall be based upon the Level in which the lower of the two Ratings appears.

Upon the occurrence of any Event of Default, and for so long as said Event of Default has not been cured or waived by the Bank, the applicable interest rate on the Notes shall be the Default Rate.

Each change in the Applicable Spread resulting from a change in the Rating shall become effective on the date of the announcement or publication by the respective Rating Agency of a change in such rating or, in the absence of such announcement or publication, on the effective date of such changed Rating.

For purposes of this definition of Applicable Spread, “Ratings” shall mean the long-term credit rating assigned to the City’s Senior Lien Obligations (without regard to any bond insurance or other credit enhancement) by each of the Rating Agencies.

References to the Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect.

---

\* The City and the Bank agree that as of the Amendment Effective Date noted above the Applicable Spread is 1.40% based on Level 2 of Schedule I to the definition of Applicable Spread.

## **1.2 Amendment to Definition of Expiration Date.**

The definition of “Expiration Date” is hereby deleted and replaced with the following:

“*Expiration Date*” means May 29, 2028.

## **ARTICLE 2**

### **Conditions Precedent**

#### **2.1 Conditions Precedent to Effectiveness.**

The effectiveness of this Second Amendment is subject to the satisfaction of the following conditions precedent:

(a) The Bank shall have received such additional documents, instruments and information as the Bank or its legal counsel may reasonably request;

(b) The representations and warranties contained herein and in the Note Purchase Agreement, as amended hereby, shall be true and correct as of the Amendment Effective Date as if made on the Amendment Effective Date;

(c) No Default or Event of Default shall have occurred and be continuing as of the Amendment Effective Date hereof;

(d) All proceedings taken in connection with the transactions contemplated by this Second Amendment and all documents, instruments, and other legal matters incident thereto shall be satisfactory to the Bank and its legal counsel; and

(e) The City shall have paid all fees of legal counsel to the Bank related to the preparation of this Second Amendment in the amount of \$\_\_\_\_\_.

## **ARTICLE 3**

### **Ratifications, Representations and Warranties**

#### **3.1 Ratifications.**

The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Note Purchase Agreement and, except as expressly modified and superseded by this Second Amendment, the terms and provisions of the Note Purchase Agreement are ratified and confirmed and shall continue in full force and effect. The Parties hereby agree that the Note Purchase Agreement, as hereby amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

### **3.2 Representations and Warranties.**

The City hereby represents and warrants to the Bank that (i) the execution, delivery and performance of this Second Amendment have been authorized by all requisite action on the part of the City, (ii) the representations and warranties contained in the Note Purchase Agreement are true and correct on and as of the date hereof as though made on and as of the date hereof, (iii) as of the Amendment Effective Date hereof no Default or Event of Default has occurred and is continuing and no event or condition has occurred that with the giving of notice or lapse of time or both would be an Event of Default, and (iv) as of the Amendment Effective Date hereof the City is in full compliance with all covenants and agreements contained in the Note Purchase Agreement.

## **ARTICLE 4**

### **Bank Representations**

#### **4.1 Texas Government Code Section 2252.908(c)(4) Exemption.**

The Bank hereby certifies that as a publicly traded business entity or a wholly owned subsidiary of such an entity it is exempt under Section 2252.908(c)(4) of the Texas Government Code.

#### **4.2 Verifications of Statutory Representations and Covenants.**

The Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Second Amendment. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of the Note Purchase Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of the Note Purchase Agreement, notwithstanding anything in Note Purchase Agreement to the contrary.

(a) Not a Sanctioned Company. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of the Note Purchase

Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Note Purchase Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of Note Purchase Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

#### **4.3 Representation Regarding Texas Attorney General Standing Letter and Bringdown Verification.**

The Bank represents and verifies that it is aware of the Texas Office of the Attorney General’s (the “Texas Attorney General”) All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Attorney General at the following link: ([https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC Letter-11-01-2023.pdf](https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC%20Letter-11-01-2023.pdf)) and the Texas Attorney General’s supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General at the following link: ([https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance /ABC Letter-11-06-2023.pdf](https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC%20Letter-11-06-2023.pdf) ). The Bank represents and verifies that the Bank has (i) on file a standing letter (“Standing Letter”) acceptable to the Texas Attorney General addressing the representations and verifications in Section 4.2 (a) through (d) hereof, and (ii) will, upon request of the City or its Bond Counsel on behalf of the City, provide the City and Bond Counsel with a copy of its Standing Letter. The Bank further represents and verifies that its Standing Letter remains in effect as of the Amendment Effective Date and that the Texas Attorney General has not notified the Bank that a determination has been made that the Bank boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas. Upon request of the Issuer or Bond Counsel on the Issuer’s behalf, the Bank shall provide additional written certifications to the City and Bond Counsel (which may be by email) to the effect that the Texas Attorney General may continue to rely on the Standing Letter and the statutory representations and covenants contained in this Second Amendment through the date of the Amendment Effective Date (the “Bringdown Verification”). The City reserves the right, and the Bank hereby expressly authorize the City, to provide such Bringdown Verifications to the Texas Attorney General.

## ARTICLE 5

### Miscellaneous

#### **5.1 Survival of Representations and Warranties.**

All representations and warranties made in this Second Amendment shall survive the execution and delivery of this Second Amendment, and no investigation by the Bank shall affect the representations and warranties or the right of the Bank to rely upon them.

#### **5.2 Counterparts/Electronic Signatures.**

This Second Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Second Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this Second Amendment. The parties agree that any electronically signed document (including this Second Amendment) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an email message; and “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

#### **5.3 Construction/Governing Law.**

This Second Amendment shall be governed by all of the provisions of the Note Purchase Agreement, unless the context expressly requires otherwise, including the governing law provision set forth in Section 7.11 of the Note Purchase Agreement.

#### **5.4 Entire Agreement.**

THIS SECOND AMENDMENT AND THE NOTE PURCHASE AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

[Signature Pages to Follow]



IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed by their respective authorized officers on the date and year first above written.

CITY OF NEW BRAUNFELS, TEXAS,  
ACTING BY AND THROUGH  
NEW BRAUNFELS UTILITIES

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

JPMORGAN CHASE BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: Justin Wahn  
Title: Executive Director



EXHIBIT C  
FORM OF FIRST AMENDMENT TO FEE LETTER

## First Amendment to Fee Letter

This First Amendment to Fee Letter (the “First Amendment”) is effective as of December \_\_, 2024 (the “Effective Date”) between JPMorgan Chase Bank, National Association (the “Bank”) and City of New Braunfels, Texas (the “City”), acting by and through New Braunfels Utilities (“NBU”). This First Amendment amends the Fee Letter between the Bank and the City effective May 29, 2019 (the “Original Fee Letter”).

Reference is hereby made to (i) the Revolving Credit Agreement, dated as of March 25, 2019 (but effective as of May 29, 2019), by and between the Bank and the City relating to the City’s Utility System Commercial Paper Notes, Series 2019A, as amended by the First Amendment to Revolving Credit Agreement dated December \_\_, 2024 (together, the “Credit Agreement”) and (ii) the Note Purchase Agreement dated as of March 25, 2019 (but effective as of May 29, 2019), by and between the Bank and the City relating to the City’s Utility System Commercial Paper Notes, Series 2019B, as amended by the First Amendment to Note Purchase Agreement dated as of June 29, 2023, and the Second Amendment to Note Purchase Agreement dated December \_\_, 2024 (collectively, the “Note Purchase Agreement”, and together with the Credit Agreement, the “Agreements”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreements.

### Article I Amendment

#### *Section 1.1 Amendment.*

The Original Fee Letter, Section 2.1 “*Commitment Fee*” is hereby deleted and replaced with the following:

(a) *Commitment Fee.* The City hereby agrees to pay to the Bank on July 1, 2025 (for the period commencing on the May 29, 2025\* and ending on June 30, 2025), and on the first Business Day of each October, January, April and July to occur thereafter (each, a “Quarterly Payment Date”) to the Final Termination Date, and on the Final Termination Date, for each day during the immediately preceding fee period, a non-refundable commitment fee (the “Commitment Fee”), computed in arrears (on the basis of a 360 day year for the actual number of days elapsed per the applicable fee period) in an amount equal to the product of the Maximum Aggregate Available Commitment for each day during the related fee period and the rate per annum corresponding to the Rating set forth in the applicable Level in Schedule I below (the “Commitment Fee Rate”) from time to time in effect for each day during each related fee period:

## Schedule I

Level	Moody's	S&P/Fitch	Commitment Fee Rate (basis points)
1	Aa2 or above	AA	42.5
2	Aa3	AA-	47.5
3	A1	A+	57.5
4	A2	A	72.5
5	A3 or below	A- Or below	92.5

The term "Rating(s)" shall mean the long-term credit rating assigned to the City's Senior Lien Obligations (without regard to any bond insurance or other credit enhancement) by each of the Rating Agencies. If Ratings are assigned by all three Rating Agencies, and two of such Ratings are equivalent, the Commitment Fee shall be based upon the Level in which the two equivalent Ratings appear; if Ratings are assigned by all three Ratings Agencies and no two such Ratings are equivalent, the Commitment Fee shall be based upon the Level in which the middle Rating appears; and if Ratings are assigned by only two Rating Agencies and such Ratings are not equivalent, the Commitment Fee shall be based upon the Level in which the lower of the two Ratings appears. Any change in the Commitment Fee Rate resulting from a change in a Rating shall be and become effective as of and on the date of the public announcement of the change in such Rating.

References to the Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the applicable Rating in connection with the adoption of a "global" rating scale, the Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The City acknowledges, and the Bank agrees, that as of the date hereof the Commitment Fee Rate is that specified above for Level 2.

Upon the occurrence and during the continuance of an Event of Default or in the event that any Rating is suspended or withdrawn (but excluding any suspension or withdrawal to the extent that the applicable Rating Agency states that such action is for reasons that are not credit-related), the Commitment Fee Rate shall automatically, immediately and without notice be increased from the rate then in effect by an additional one and one-half percent (1.50%). Commitment Fees that are not paid when due shall accrue interest at the Default Rate from the date payment is due until such Commitment Fees are paid in full.

\*Commitment Fees accruing prior to May 29, 2025, shall accrue at the applicable rate set forth in Schedule I in the Original Fee Letter without giving effect to this First Amendment.

## **Article II. Miscellaneous.**

*Section 2.1. Legal Fees.* The fees of legal counsel to the Bank shall be paid pursuant to the Second Amendment to Note Purchase Agreement and the First Amendment to Credit Agreement.

*Section 2.2. Governing Law.* This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas; provided, however, that the Bank's obligations hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

*Section 2.3. Severability.* Any provision of this First Amendment which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

*Section 2.4. Counterparts/Electronic Signatures.* This First Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this First Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this First Amendment. The parties agree that any electronically signed document (including this First Amendment) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

## **Article III. Bank Representations**

### *Section 3.1. Verifications of Statutory Representations and Covenants.*

The Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this First Amendment. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Bank within the

meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of the Fee Letter shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of the Fee Letter, notwithstanding anything in Fee Letter to the contrary.

(a) Not a Sanctioned Company. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of the Fee Letter. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Fee Letter. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Fee Letter. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

*Section 3.2 Representation Regarding Texas Attorney General Standing Letter and Bringdown Verification.*

The Bank represents and verifies that it is aware of the Texas Office of the Attorney General’s (the “Texas Attorney General”) All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Attorney General at the following link: ([https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC\\_Letter-11-01-2023.pdf](https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC_Letter-11-01-2023.pdf)) and the Texas Attorney General’s supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General at the following link: ([https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC\\_Letter-11-06-2023.pdf](https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC_Letter-11-06-2023.pdf)). The Bank represents and verifies that the Bank has (i) on file a standing letter (“Standing Letter”) acceptable to the Texas Attorney General addressing



the representations and verifications in Section 3.1 (a) through (d) hereof, and (ii) will, upon request of the City or its Bond Counsel on behalf of the City, provide the City and Bond Counsel with a copy of its Standing Letter. The Bank further represents and verifies that its Standing Letter remains in effect as of the Effective Date and that the Texas Attorney General has not notified the Bank that a determination has been made that the Bank boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas. Upon request of the Issuer or Bond Counsel on the Issuer's behalf, the Bank shall provide additional written certifications to the City and Bond Counsel (which may be by email) to the effect that the Texas Attorney General may continue to rely on the Standing Letter and the statutory representations and covenants contained in this First Amendment through the date of the Effective Date (the "*Bringdown Verification*"). The City reserves the right, and the Bank hereby expressly authorize the City, to provide such Bringdown Verifications to the Texas Attorney General.

*Section 3.3 Texas Government Code Section 2252.908(c)(4) Exemption.* The Bank hereby certifies that as a publicly traded business entity or a wholly owned subsidiary of such an entity it is exempt under Section 2252.908(c)(4) of the Texas Government Code.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

CITY OF NEW BRAUNFELS, TEXAS,  
ACTING BY AND THROUGH  
NEW BRAUNFELS UTILITIES

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

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Name: Justin Wahn  
Title: Executive Director



**Meeting Date:** December 12, 2024      **Agenda Type:** Action Items

**From:** Jessica Coleman      **Reviewed by:** John Warren  
Finance & Risk Manager      Director of Finance

**Submitted by:** Dawn Schriewer      **Approved by:** Ryan Kelso  
Chief Financial Officer      Chief Executive Officer

**RECOMMENDED ACTION:** Discuss and Consider Adoption of Resolution #2024-192 Approving the Second Amendment to Note Purchase Agreement (Taxable Notes) With JPMorgan Chase Bank, National Association in Connection with the "City of New Braunfels, Texas Utility System Program Notes, Taxable Series 2021," and Resolving Other Matters Incident and Related Thereto, Including the First Amendment to Fee Letter Related Thereto

## **BACKGROUND**

On February 25, 2021, the NBU Board authorized the use of short-term obligations, in the aggregate principal amount of not to exceed \$100 million. The short-term obligations, in the form of taxable program notes, were subsequently approved by City Council on March 8, 2021. This financing mechanism provided NBU the additional liquidity needed to quickly respond to the financial impact of Winter Storm Uri and allowed NBU to remain flexible and liquid with quick access to funds when needed.

On January 26, 2023, the NBU Board approved the extension of the taxable note program with JPMorgan Chase Bank, National Association to March 17, 2025, pursuant to the terms contemplated in the Note Purchase Agreement of the existing taxable note program. This extension has continued to allow NBU to remain flexible and liquid with quick access to funds when needed.

NBU staff requests that the Board approve Resolution #2024-192 to extend the taxable note program with JPMorgan Chase Bank, National Association to March 17, 2028, amending certain terms of the Note Purchase Agreement including reducing the Commitment from \$100,000,000 to \$75,000,000. This extension will allow NBU to continue to remain flexible and liquid with quick access to funds when needed.

## **FINANCIAL IMPACT**

NBU's staff estimates liquidity costs of approximately \$1.4 million over the program term.

**LINK TO STRATEGIC PLAN**

---

**Financial Excellence**

**EXHIBITS**

---

1. Resolution #2024-192

R-\_\_\_\_\_

A RESOLUTION APPROVING THE SECOND AMENDMENT TO NOTE PURCHASE AGREEMENT (TAXABLE NOTES) WITH JPMORGAN CHASE BANK, NATIONAL ASSOCIATION IN CONNECTION WITH THE "CITY OF NEW BRAUNFELS, TEXAS UTILITY SYSTEM PROGRAM NOTES, TAXABLE SERIES 2021," AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO, INCLUDING THE FIRST AMENDMENT TO FEE LETTER RELATED THERETO.

WHEREAS, the City of New Braunfels, Texas (the "City") has previously authorized the issuance of program notes consisting of its Utility System Program Notes, Taxable Series 2021 (the "Series 2021 Taxable Notes"); and

WHEREAS, the City has previously entered into a Note Purchase Agreement (the "Note Purchase Agreement") with JP Morgan Chase Bank, National Association (the "Bank") related to the Series 2021 Taxable Notes, the Expiration Date of such Note Purchase Agreement having been extended pursuant to the request of the City acting by and through the Board of Trustees of New Braunfels Utilities (the "Board of Trustees") and the agreement of the Bank; and

WHEREAS, the City has previously entered into the Fee Letter with the Bank, effective March 18, 2021 (the "Original Fee Letter") related to the Series 2021 Taxable Notes; and

WHEREAS, pursuant to the authority contained in Texas Government Code, Section 1502.051 et seq. and by the Charter of the City of New Braunfels, Texas (the "City"), the complete management and control of the City's Waterworks, Sanitary Sewer and Electric Light and Power Systems (the "Systems"), during such time as the net revenues of the Systems may be encumbered pursuant to the ordinances authorizing the issuance of the City's outstanding revenue obligations, are vested in the Board of Trustees of the Systems (the "Board of Trustees"); and

WHEREAS, the Bank has provided to the City, acting through the Board of Trustees, a Second Amendment to Note Purchase Agreement (Taxable Notes) to reflect and effect mutually agreed upon changes to the Note Purchase Agreement; and

WHEREAS, the Board of Trustees hereby finds and determines the best interest of the City and the Systems would be served by amending the Note Purchase Agreement as provided in the Second Amendment to Note Purchase Agreement (Taxable Notes), substantially in the form and content as set forth in Exhibit A hereto and the Original Fee Letter as provided in the First Amendment to Fee Letter, substantially in the form and content as set forth in Exhibit B hereto; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF NEW BRAUNFELS UTILITIES:

SECTION 1: The entering into the Second Amendment to Note Purchase Agreement (Taxable Notes) substantially in the form and content set forth in Exhibit A hereto (the "Amendment") is hereby authorized and approved.

SECTION 2: The entering into the First Amendment to Fee Letter substantially in the form and content set forth in Exhibit B hereto (the "Fee Letter Amendment") is hereby authorized and approved.

SECTION 3: The President of the Board of Trustees, Secretary to the Board of Trustees, the CEO, and the Chief Financial Officer, any one or more of said officials, are each hereby authorized and directed to execute and deliver to the Bank the Amendment in substantially the form and content set forth in Exhibit A hereto, the Loan Note substantially in the form and content set forth in Appendix I to the Amendment and the Fee Letter Amendment in substantially the form and content set forth in Exhibit B hereto.

SECTION 4: It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at said meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 5: This Resolution shall be in force and effect from and after its passage on the date shown below.

PASSED AND ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

NEW BRAUNFELS UTILITIES

\_\_\_\_\_  
President of the Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary to Board of Trustees

(Board Seal)

EXHIBIT A

FORM OF SECOND AMENDMENT TO NOTE PURCHASE AGREEMENT (TAXABLE NOTES)



**SECOND AMENDMENT TO NOTE PURCHASE AGREEMENT (TAXABLE NOTES)**

This Second Amendment to Note Purchase Agreement (this "Second Amendment") is dated as of \_\_\_\_\_, 2024 (the "Amendment Effective Date"), by and between the CITY OF NEW BRAUNFELS, TEXAS, acting by and through the New Braunfels Utilities (the "City") and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (together with its successors and assigns as such agent, the "Bank").

**WITNESSETH**

WHEREAS, the City and the Bank are parties to that certain Note Purchase Agreement dated as of March 1, 2021, (but effective as of March 18, 2021), as amended by the Extension Letter Agreement dated February 2, 2023 which shall be deemed the First Amendment to Note Purchase Agreement, and as further amended (the "Note Purchase Agreement");

WHEREAS, the City has requested the Bank to support certain of the City's Program Notes from time to time in response to which the Bank has agreed to directly purchase when and as issued Program Notes issued as "Taxable Series 2021 Notes" (the "Taxable Series 2021 Notes") pursuant to the terms of the Note Purchase Agreement entered into by the parties hereto, in a principal amount originally up to \$100,000,000 entered into by the parties thereto;

WHEREAS, the City and the Bank have agreed to amend certain terms of the Note Purchase Agreement including reducing the Commitment to \$75,000,000 and extending the Expiration Date, subject to and upon the terms and conditions set forth herein; and

WHEREAS, City and the Bank agree that based on the current Ratings, the Applicable Spread is now 1.40% pursuant to Level 2 of the schedule included in the definition of "Applicable Spread" in the Note Purchase Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto hereby agree as follows:

**ARTICLE 1**

**Amendments**

**1.1 Amendment to Definition of Expiration Date**

The definition of "Expiration Date" is hereby deleted and replaced with the following:

"*Expiration Date*" means March 17, 2028.

**1.2 Amendment to Definition of Available Commitment**

The definition of "Available Commitment" is hereby deleted and replaced with the following:

“*Available Commitment*” shall mean, and in no event shall it exceed, \$75,000,000, such initial amount adjusted from time to time as follows: (a) downward in an amount equal to the principal amount of Notes purchased and held by the Bank pursuant to the terms hereof; (b) downward by the amount of any reduction pursuant to Section 2.10 or 6.02 hereof; and (c) so long as this Agreement has not terminated, upward in an amount equal to the principal amount of any Notes repaid hereunder. Any adjustments pursuant to clause (a), (b) or (c) above shall occur simultaneously with the event requiring such adjustment.

### **1.3 Amendment to Definition of Commitment**

The definition of “Commitment” is hereby deleted and replaced with the following:

“*Commitment*” shall mean \$75,000,000, as such amount may be terminated and/or reduced pursuant to Section 2.10 or 6.02 hereof.

### **1.4 Amendment to Exhibit E Form of Loan Note**

The Form of the Loan Note in Exhibit E is hereby deleted and replaced with the form of such Loan Note set forth in Appendix I attached hereto.

## **ARTICLE 2**

### **Conditions Precedent**

#### **2.1 Conditions Precedent to Effectiveness.**

The effectiveness of this Second Amendment is subject to the satisfaction of the following conditions precedent:

(a) The Bank shall have received such additional documents, instruments and information as the Bank or its legal counsel may reasonably request;

(b) The representations and warranties contained herein and in the Note Purchase Agreement, as amended hereby, shall be true and correct as of the Amendment Effective Date as if made on the Amendment Effective Date;

(c) No Default or Event of Default shall have occurred and be continuing as of the Amendment Effective Date hereof;

(d) All proceedings taken in connection with the transactions contemplated by this Second Amendment and all documents, instruments, and other legal matters incident thereto shall be satisfactory to the Bank and its legal counsel; and

(e) The City shall have paid all fees of legal counsel to the Bank related to the preparation of this Second Amendment in the amount of \$ \_\_\_\_\_.

## **ARTICLE 3**

## **Ratifications, Representations and Warranties**

### **3.1 Ratifications.**

The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Note Purchase Agreement and, except as expressly modified and superseded by this Second Amendment, the terms and provisions of the Note Purchase Agreement are ratified and confirmed and shall continue in full force and effect. The Parties hereby agree that the Note Purchase Agreement, as hereby amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

### **3.2 Representations and Warranties.**

The City hereby represents and warrants to the Bank that (i) the execution, delivery and performance of this Second Amendment have been authorized by all requisite action on the part of the City, (ii) the representations and warranties contained in the Note Purchase Agreement are true and correct on and as of the date hereof as though made on and as of the date hereof, (iii) as of the Amendment Effective Date hereof no Default or Event of Default has occurred and is continuing and no event or condition has occurred that with the giving of notice or lapse of time or both would be an Event of Default, and (iv) as of the Amendment Effective Date hereof the City is in full compliance with all covenants and agreements contained in the Note Purchase Agreement.

## **ARTICLE 4**

### **Bank Representations**

#### **4.1 Texas Government Code Section 2252.908(c)(4) Exemption.**

The Bank hereby certifies that as a publicly traded business entity or a wholly owned subsidiary of such an entity it is exempt under Section 2252.908(c)(4) of the Texas Government Code.

#### **4.2 Verifications of Statutory Representations and Covenants .**

The Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Second Amendment. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of the Note Purchase Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of the Note Purchase Agreement, notwithstanding anything in Note Purchase Agreement to the contrary.

(a) Not a Sanctioned Company. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of the Note Purchase Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Note Purchase Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of Note Purchase Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

#### **4.3 Representation Regarding Texas Attorney General Standing Letter and Bringdown Verification.**

The Bank represents and verifies that it is aware of the Texas Office of the Attorney General’s (the “Texas Attorney General”) All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Attorney General at the following link: ([https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC Letter-11-01-2023.pdf](https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC%20Letter-11-01-2023.pdf)) and the Texas Attorney General’s supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General at the following link: ([https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance /ABC Letter-11-06-2023.pdf](https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC%20Letter-11-06-2023.pdf)). The Bank represents and verifies that the Bank has (i) on file a standing letter (“Standing Letter”) acceptable to the Texas Attorney General addressing the representations and verifications in Section 4.2 (a) through (d) hereof, and (ii) will, upon request of the City or its Bond Counsel on behalf of the City, provide the City and Bond

Counsel with a copy of its Standing Letter. The Bank further represents and verifies that its Standing Letter remains in effect as of Amendment Effective Date and that the Texas Attorney General has not notified the Bank that a determination has been made that the Bank boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas. Upon request of the City or Bond Counsel on the City’s behalf, the Bank shall provide additional written certifications to the City and Bond Counsel (which may be by email) to the effect that the Texas Attorney General may continue to rely on the Standing Letter and the statutory representations and covenants contained in this Second Amendment through the date of the Amendment Effective Date (the “Bringdown Verification”). The City reserves the right, and the Bank hereby expressly authorize the City, to provide such Bringdown Verifications to the Texas Attorney General.

**ARTICLE 5**

**Miscellaneous**

**5.1 Survival of Representations and Warranties.**

All representations and warranties made in this Second Amendment shall survive the execution and delivery of this Second Amendment, and no investigation by the Bank shall affect the representations and warranties or the right of the Bank to rely upon them.

**5.2 Counterparts/Electronic Signatures.**

This Second Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Second Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this Second Amendment. The parties agree that any electronically signed document (including this Second Amendment) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an email message; and “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

**5.3 Construction/Governing Law.**

This Second Amendment shall be governed by all of the provisions of the Note Purchase Agreement, unless the context expressly requires otherwise, including the governing law provision set forth in Section 7.11 of the Note Purchase Agreement.

**5.4 Entire Agreement.**

THIS SECOND AMENDMENT AND THE NOTE PURCHASE AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed by their respective authorized officers on the date and year first above written.

CITY OF NEW BRAUNFELS, TEXAS,  
ACTING BY AND THROUGH  
NEW BRAUNFELS UTILITIES

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

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Name: Justin Wahn  
Title: Executive Director



APPENDIX IFORM OF LOAN  
NOTECity of New Braunfels, Texas Utility System Program Notes, Taxable Series 2021  
Note Purchase Agreement  
Loan Note

\$75,000,000

\_\_\_\_\_, 2024

For value received, the City of New Braunfels, Texas (the “City”), promises to pay, solely from the funds hereafter referred to, to the order of JPMorgan Chase Bank, National Association (the “Bank”), at the address provided in the Agreement (hereinafter defined), the aggregate unpaid principal amount of all Term Loans hereunder and under the Agreement, not to exceed Seventy Five Million Dollars (\$75,000,000.00) in principal amount at any one time outstanding, made by the Bank to the City hereunder, in lawful money of the United States of America, in federal or other immediately available funds, and to pay interest at the rates set forth in the Agreement on the actual unpaid principal amount hereof for each day outstanding from the date hereof until this Loan Note is paid in full, in like money and funds at such office. Interest shall be payable on the dates and manner set forth in the Agreement. Principal on this Loan Note shall be payable on the dates and manner set forth in the Agreement.

This Loan Note is subject to prepayment all pursuant to the terms and under the conditions of the Note Purchase Agreement, dated as of March 1, 2021 (but effective as of March 18, 2021), as amended, between the City and the Bank (the “Agreement”), the terms of which are hereby incorporated by reference in this Loan Note). All terms used herein and not defined shall have the same meaning as in the Agreement. Reference is also made to the Agreement for provisions providing for additional interest and other amounts to be payable under certain circumstances. If the Holder enforces this Loan Note upon Default or the occurrence of an Event of Default, the City shall reimburse the Holder for reasonable costs and expenses incurred by the Holder in collection, including attorneys' fees and expenses as set out in Section 7.05 of the Agreement. This Loan Note shall be construed under and governed by laws of the State of Texas but Chapter 346, Texas, Finance Code, as amended, shall not apply.

This Loan Note, including the interest hereon, is payable solely from and secured by a lien on and a pledge of the Collateral and certain other available funds and proceeds of the City, all as described in Section 2.14 of the Agreement and set out in the Ordinance (as defined in the Agreement). This Loan Note is payable from Net Revenues of the System. Further reference is made to the Agreement and the Ordinance for the provisions relating to the security of this Loan Note and the duties and obligations of the City.

Made and executed as of the date and year first above written.

CITY OF NEW BRAUNFELS, TEXAS,  
ACTING BY AND THROUGH  
NEW BRAUNFELS UTILITIES

By \_\_\_\_\_  
Chief Financial Officer



EXHIBIT B  
FORM OF FIRST AMENDMENT TO FEE LETTER

## First Amendment to Fee Letter

This First Amendment to Fee Letter (the “First Amendment”) is effective as of December \_\_, 2024 (the “Effective Date”) between JPMorgan Chase Bank, National Association (the “Bank”) and City of New Braunfels, Texas (the “City”), acting by and through New Braunfels Utilities (“NBU”). This First Amendment amends the Fee Letter between the Bank and the City effective March 18, 2021 (the “Original Fee Letter”).

Reference is hereby made to the Note Purchase Agreement dated as of March 1, 2021 (but effective as of March 18, 2021), by and between the Bank and the City relating to the City’s Utility System Program Notes, Taxable Series 2021, as amended by the Extension Letter Agreement dated February 2, 2023 which shall be deemed the First Amendment to Note Purchase Agreement, and the Second Amendment to Note Purchase Agreement dated December \_\_, 2024 (collectively, the “Note Purchase Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Note Purchase Agreement.

### Article I Amendment

#### *Section 1.1 Amendment.*

The Original Fee Letter, Section 1.1 “*Commitment Fee*” is hereby deleted and replaced with the following:

*Commitment Fee.* The City hereby agrees to pay to the Bank on July 1, 2025 (for the period commencing on the March 17, 2025\* and ending on June 30, 2025), and on the first Business Day of each October, January, April and July to occur thereafter (each, a “Quarterly Payment Date”) to the Commitment Termination Date, and on the Commitment Termination Date, for each day during the immediately preceding fee period, a non-refundable commitment fee (the “Commitment Fee”), computed in arrears (on the basis of a 360 day year for the actual number of days elapsed per the applicable fee period) in an amount equal to the product of the Available Commitment for each day during the related fee period and the rate per annum corresponding to the Rating set forth in the applicable Level in Schedule I below (the “Commitment Fee Rate”) from time to time in effect for each day during each related fee period:

## Schedule I

Level	Moody's	S&P/Fitch	Commitment Fee Rate (basis points)
1	Aa2 or above	AA	42.5
2	Aa3	AA-	47.5
3	A1	A+	57.5
4	A2	A	72.5
5	A3 or below	A- Or below	92.5

The term "Rating(s)" shall mean the long-term credit rating assigned to the City's Senior Lien Obligations (without regard to any bond insurance or other credit enhancement) by each of the Rating Agencies. If Ratings are assigned by all three Rating Agencies, and two of such Ratings are equivalent, the Commitment Fee shall be based upon the Level in which the two equivalent Ratings appear; if Ratings are assigned by all three Ratings Agencies and no two such Ratings are equivalent, the Commitment Fee shall be based upon the Level in which the middle Rating appears; and if Ratings are assigned by only two Rating Agencies and such Ratings are not equivalent, the Commitment Fee shall be based upon the Level in which the lower of the two Ratings appears. Any change in the Commitment Fee Rate resulting from a change in a Rating shall be and become effective as of and on the date of the public announcement of the change in such Rating.

References to the Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration of the applicable Rating in connection with the adoption of a "global" rating scale, the Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The City acknowledges, and the Bank agrees, that as of the date hereof the Commitment Fee Rate is that specified above for Level 2.

Upon the occurrence and during the continuance of an Event of Default or in the event that any Rating is suspended or withdrawn (but excluding any suspension or withdrawal to the extent that the applicable Rating Agency states that such action is for reasons that are not credit-related), the Commitment Fee Rate shall automatically, immediately and without notice be increased from the rate then in effect by an additional one and one-half percent (1.50%). Commitment Fees that are not paid when due shall accrue interest at the Default Rate from the date payment is due until such Commitment Fees are paid in full.

\*Commitment Fees accruing prior to March 17, 2025, shall accrue at the applicable rate set forth in Schedule I of the Original Fee Letter without giving effect to this First Amendment.

## Article II. Miscellaneous.

*Section 2.1. Legal Fees.* The fees of legal counsel to the Bank shall be paid pursuant to the Second Amendment to Note Purchase Agreement.

*Section 2.2. Governing Law.* This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas; provided, however, that the Bank's obligations hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

*Section 2.3. Severability.* Any provision of this First Amendment which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

*Section 2.4. Counterparts/Electronic Signatures.* This First Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this First Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this First Amendment. The parties agree that any electronically signed document (including this First Amendment) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

### **Article III. Bank Representations**

#### *Section 3.1. Verifications of Statutory Representations and Covenants.*

The Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this First Amendment. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of the Fee Letter shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of the Fee Letter, notwithstanding anything in Fee Letter to the contrary.



(a) Not a Sanctioned Company. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of the Fee Letter. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Fee Letter. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Fee Letter. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

*Section 3.2 Representation Regarding Texas Attorney General Standing Letter and Bringdown Verification.*

The Bank represents and verifies that it is aware of the Texas Office of the Attorney General’s (the “Texas Attorney General”) All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Attorney General at the following link: ([https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC Letter-11-01-2023.pdf](https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC%20Letter-11-01-2023.pdf)) and the Texas Attorney General’s supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General at the following link: ([https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC Letter-11-06-2023.pdf](https://texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC%20Letter-11-06-2023.pdf)). The Bank represents and verifies that the Bank has (i) on file a standing letter (“Standing Letter”) acceptable to the Texas Attorney General addressing the representations and verifications in Section 3.1 (a) through (d) hereof, and (ii) will, upon request of the City or its Bond Counsel on behalf of the City, provide the City and Bond Counsel with a copy of its Standing Letter. The Bank further represents and verifies that its Standing Letter remains in effect as of the Effective Date and that the Texas Attorney General has not notified the Bank that a determination has been made that the Bank boycotts energy

companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State of Texas. Upon request of the Issuer or Bond Counsel on the Issuer's behalf, the Bank shall provide additional written certifications to the City and Bond Counsel (which may be by email) to the effect that the Texas Attorney General may continue to rely on the Standing Letter and the statutory representations and covenants contained in this First Amendment through the date of the Effective Date (the "*Bringdown Verification*"). The City reserves the right, and the Bank hereby expressly authorize the City, to provide such Bringdown Verifications to the Texas Attorney General.

*Section 3.3 Texas Government Code Section 2252.908(c)(4) Exemption.* The Bank hereby certifies that as a publicly traded business entity or a wholly owned subsidiary of such an entity it is exempt under Section 2252.908(c)(4) of the Texas Government Code.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

CITY OF NEW BRAUNFELS, TEXAS,  
ACTING BY AND THROUGH  
NEW BRAUNFELS UTILITIES

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

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Name: Justin Wahn  
Title: Executive Director





**Meeting Date:** December 12, 2024      **Agenda Type:** Action Items

**From:** Jill Barney  
Project Manager      **Reviewed by:** Shawn Schorn  
Director of Business Planning

**Submitted by:** Mark Steelman  
Chief Operations Officer      **Approved by:** Ryan Kelso  
Chief Executive Officer

**RECOMMENDED ACTION:** Authorize the CEO or His Designee to Negotiate and Execute AIA Document A133—Guaranteed Maximum Price Amendment No. 1 with SpawGlass Contractors, Inc., for the New Braunfels Utilities Headquarters Facility Project Located on a 76-acre Tract of Property at the Intersection of Engel Road and IH-35

**BACKGROUND**

On March 28, 2024, the New Braunfels Utilities (“NBU”) Board of Trustees approved an AIA Agreement (the “Agreement”) with SpawGlass Contractors, Inc. (“SpawGlass”) for the NBU Headquarters Facility Project (the “Project”). The Project scope includes but is not limited to the construction of multiple buildings, including up to a 200,000-square-foot office building intended to house up to 725 full-time employees; a 20,000-square-foot climate-controlled warehouse facility with a dock area for fleet vehicle access and separate access for vendor delivery; a 30,000-square-foot equipment-building; a 20,000 square foot vehicle maintenance facility with vehicle lift capability, fluids distribution, overhead lift capabilities, and exhaust evacuation capabilities. The design will include surface parking for approximately 880 vehicles distributed throughout the site for visitor and contractor parking, employee parking, fleet parking, and short-term parking for deliveries.

To authorize SpawGlass to begin work on the Project, NBU and SpawGlass desire to amend the Agreement to include Guaranteed Maximum Price #1 (“GMP #1”) for completing preconstruction services for electrical design assist and plumbing & HVAC Design Assist (the “First Amendment”). The total amount of the First Amendment is \$716,968.00.

NBU staff plans to bring subsequent Guaranteed Maximum Price Amendments to the Board, as the project team receives pricing to complete the project.

NBU staff requests that the Board approve the First Amendment to the Agreement with SpawGlass for the Project.

This item is being presented to the Board because it modifies the Agreement beyond the parameters the Board previously approved.

## **FINANCIAL IMPACT**

---

The financial impact of the First Amendment to the Agreement is \$716,968.00. This is a portion of the total Board approved Project Budget of \$145,000,000.00. The Project is budgeted within the Fiscal Years 2024 through 2027 NBU Board approved Capital Improvement Projects Budget.

## **LINK TO STRATEGIC PLAN**

---

**Customers and Community**

**People and Culture**

**Safety and Security**

## **EXHIBITS**

---

1. A133 2019 – GMP #1 Amendment
2. Phased Cost Estimate Summary Sheet



# AIA Document A133<sup>®</sup> – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Guaranteed Maximum Price Amendment No. 1 dated the \_\_\_ day of December in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 19<sup>th</sup> day of April in the year 2024 (the “Agreement”)  
(*In words, indicate day, month, and year.*)

for the following **PROJECT:**  
(*Name and address or location*)

New Braunfels Utilities Headquarters  
New Braunfels, Texas

**THE OWNER:**  
(*Name, legal status, and address*)

New Braunfels Utilities  
263 E Main Plaza  
New Braunfels, Texas 78130  
830-629-8496

**THE CONSTRUCTION MANAGER:**  
(*Name, legal status, and address*)

SpawGlass Contractors, Inc.  
9331 Corporate Drive  
Selma, TX 78154

### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

### ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seven Thousand Sixteen Nine Hundred Sixty-Eight and no/100 Dollars (\$ 716,968.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
*(Provide itemized statement below or reference an attachment.)*

Itemized statement of the Guaranteed Maximum Price is included in TAB 05 of the Construction Manager’s GMP Proposal, and includes the following divisions.

Division 01 – Indirect Costs to include:

- Builder’s risk insurance
- General Liability and Workmen’s Compensation Insurance
- Contractor Controlled Insurance Program
- Payment and Performance Bonds
- Subcontractor default insurance
- Subcontractor Bonds
- Overhead not to exceed 5% and Profit not to exceed 5%

Division 22/23 – Plumbing and Mechanical to include Design Assist

Division 26 – Electrical to include Design Assist

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
None	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
None		

§ A.1.1.6 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
None		

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[ X ] Not later than Three Hundred Twenty-Two ( 322 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Pre-Construction – MEP Design Assist	322 days from this Amendment

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following from Construction Manager’s GMP Proposal:

- TAB 04 – List of Contract Documents
- TAB 03 – Assumptions and Clarifications
- TAB 06 – Project Schedule

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
N/A			

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
N/A		

**§ A.3.1.4** The Sustainability Plan, if any:  
*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title	Date	Pages
N/A		

Other identifying information:

**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:  
*(Identify each allowance.)*

Item	Price
N/A	

**§ A.3.1.6** Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
*(Identify each assumption and clarification.)*

TAB 03 – Assumptions and Clarifications from Construction Manager's GMP Proposal

**§ A.3.1.7** The Guaranteed Maximum Price is based upon the following other documents and information:  
*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:  
*(List name, discipline, address, and other information.)*

The Brandt Companies, LLC for electrical design assist scopes of work  
 Dynamic Systems, Inc. for mechanical and plumbing design assist scopes of work

This Amendment to the Agreement entered into as of the day and year first written above.

NEW BRAUNFELS UTILITIES

SPAWGLASS CONTRACTORS, INC

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

BY: .

BY: .

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)





# Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:37:07 CST on 12/06/2024.

## Changes to original AIA text

### PAGE 1

This Guaranteed Maximum Price Amendment ~~dated the day of No. 1~~ dated the \_\_\_ day of December in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 19<sup>th</sup> day of April in the year 2024 (the “Agreement”)

### PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(\$ Seven Thousand Sixteen Nine Hundred Sixty-Eight and no/100 Dollars~~ (\$ 716,968.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

- Builder’s risk insurance
- General Liability and Workmen’s Compensation Insurance
- Contractor Controlled Insurance Program
- Payment and Performance Bonds
- Subcontractor default insurance
- Subcontractor Bonds
- Overhead not to exceed 5% and Profit not to exceed 5%

Item  
None

**Price**

Item  
None

**Price**

**Conditions for  
Acceptance**

Item  
None

**Units and Limitations**

**Price per Unit (\$0.00)**

The date of execution of this Amendment.

Established as follows:

**PAGE 3**

Not later than ~~Three Hundred Twenty-Two~~ ( 322 ) calendar days from the date of commencement of the Work.

By the following date:

<b>Portion of Work</b>	<b>Substantial Completion Date</b>
<u>Pre-Construction – MEP Design Assist</u>	<u>322 days from this Amendment</u>

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following from Construction Manager’s GMP Proposal:

TAB 04 – List of Contract Documents

TAB 03 – Assumptions and Clarifications

TAB 06 – Project Schedule

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
<u>N/A</u>			

<b>Section</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
<u>N/A</u>			

**PAGE 4**

<b>Number</b>	<b>Title</b>	<b>Date</b>
<u>N/A</u>		

<b>Title</b>	<b>Date</b>	<b>Pages</b>
<u>N/A</u>		

<b>Item</b>	<b>Price</b>
<u>N/A</u>	

NEW BRAUNFELS UTILITIES

SPAWGLASS CONTRACTORS, INC

**Variable Information****PAGE 1**

This Guaranteed Maximum Price Amendment ~~dated the day of~~ No. 1 dated the \_\_\_ day of December in the year 2024, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 19<sup>th</sup> day of April in the year 2024 (the "Agreement")

New Braunfels Utilities Headquarters

New Braunfels, Texas

New Braunfels Utilities

263 E Main Plaza

New Braunfels, Texas 78130

830-629-8496

SpawGlass Contractors, Inc.

9331 Corporate Drive

Selma, TX 78154

**PAGE 2**

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(\$ Seven Thousand Sixteen Nine Hundred Sixty-Eight and no/100 Dollars (\$ 716,968.00 )~~, subject to additions and deductions by Change Order as provided in the Contract Documents.

Itemized statement of the Guaranteed Maximum Price is included in TAB 05 of the Construction Manager's GMP Proposal, and includes the following divisions.

Division 01 – Indirect Costs to include:

- Builder's risk insurance
- General Liability and Workmen's Compensation Insurance
- Contractor Controlled Insurance Program
- Payment and Performance Bonds
- Subcontractor default insurance
- Subcontractor Bonds
- Overhead not to exceed 5% and Profit not to exceed 5%

Division 22/23 – Plumbing and Mechanical to include Design Assist

Division 26 – Electrical to include Design Assist

**PAGE 3**

Additions and Deletions Report for AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:37:07 CST on 12/06/2024 under Subscription No.20240052651 which expires on 08/15/2025, is not for resale, is licensed for time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

**User Notes:**

(675328642e5a356f2ae57cc1)



Not later than ~~Three Hundred Twenty-Two ( 322 )~~ calendar days from the date of commencement of the Work.

**PAGE 4**

TAB 03 – Assumptions and Clarifications from Construction Manager’s GMP Proposal

The Brandt Companies, LLC for electrical design assist scopes of work

Dynamic Systems, Inc. for mechanical and plumbing design assist scopes of work

## **Certification of Document's Authenticity**

AIA® Document D401™ – 2003

I, Tiffany Leal, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:37:07 CST on 12/06/2024 under Order No. 20240052651 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

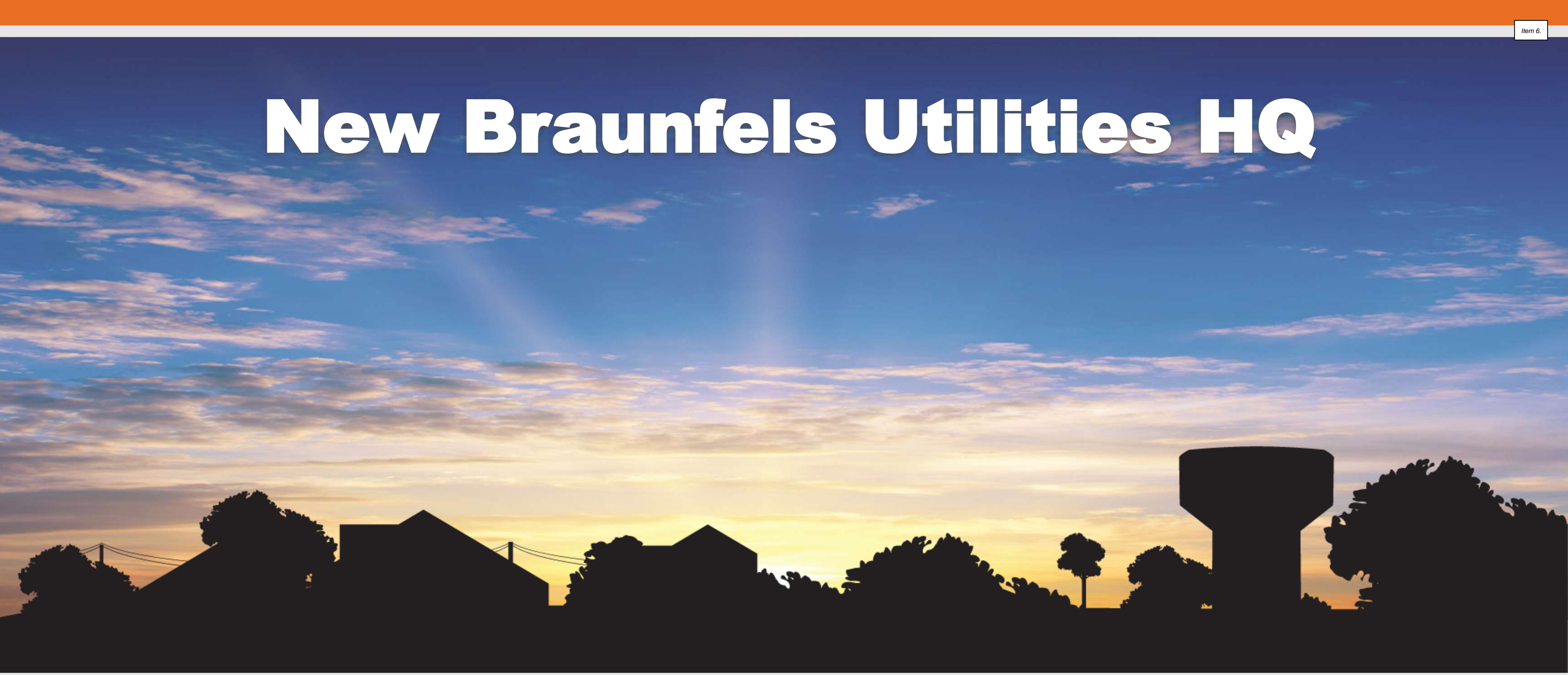
\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



# New Braunfels Utilities HQ



## Guaranteed Maximum Price #1

December 12, 2024



# Construction Manager at Risk

On March 28<sup>th</sup>, 2024 the Board of Trustees approved a CMAR contract with SpawGlass for a future Headquarters for New Braunfels Utilities for 725 employees.

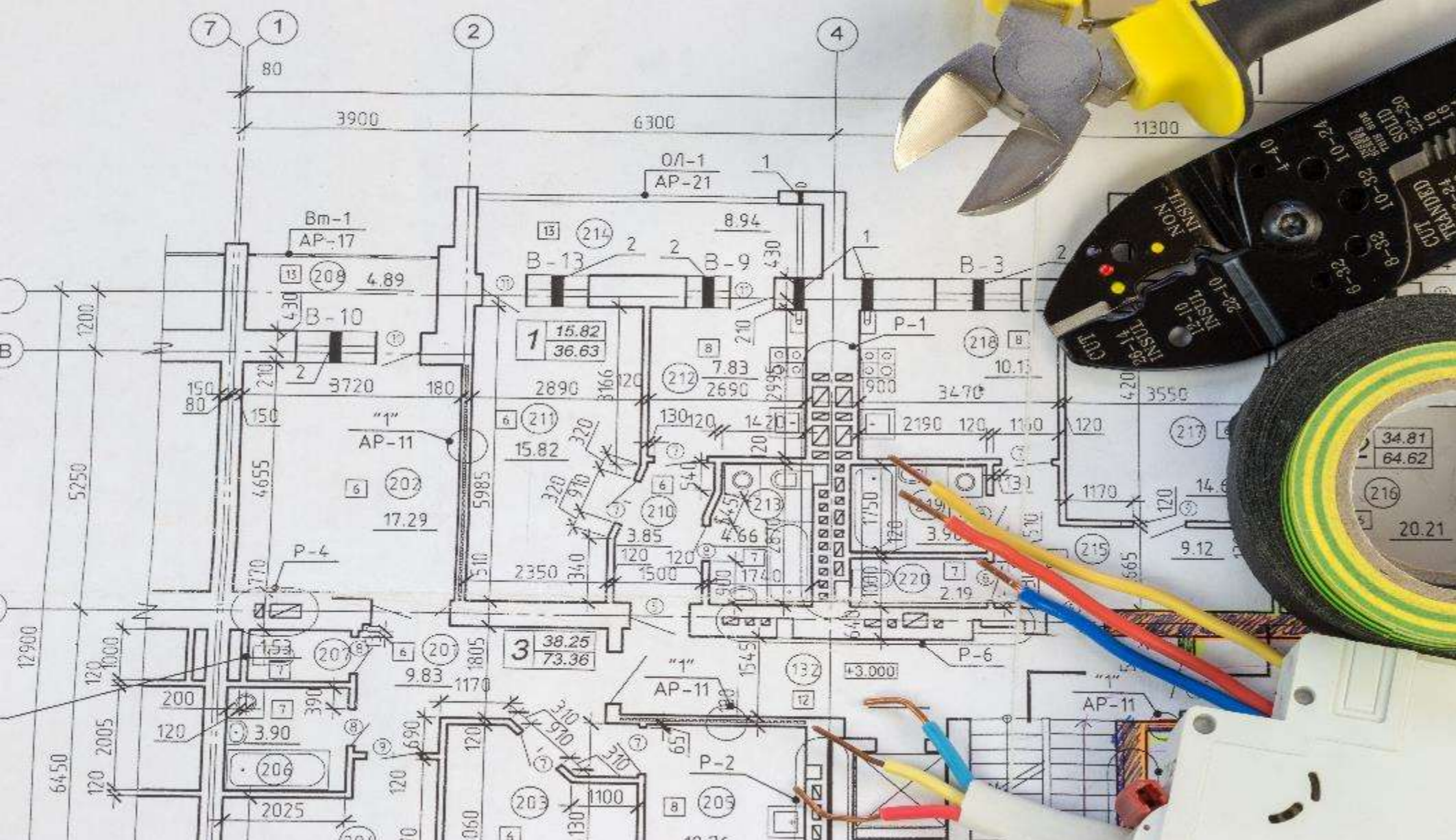






# Guaranteed Maximum Price #1

GMP #1 is for design assistance for preconstruction services for MEP trades.



**Mission**  
Strengthening our community by providing resilient essential services

**+ Vision**  
Be a trusted community partner dedicated to excellence in service

**+ Core Values**  
Safety, Team, Integrity, Culture, and Stewardship





# Progress Report and Next Steps

- GMP #2 & #3 expected to Board in January
- GMP #4 February Board
- FGMP to March Board
- Moving dirt in January
- Groundbreaking in February







**Mission**

Strengthening our community by providing resilient essential services



**Vision**

Be a trusted community partner dedicated to excellence in service



**Core Values**

Safety, Team, Integrity, Culture, and Stewardship





## Lobby Rendering



**MarmonMok**  
ARCHITECTURE

### Mission

Strengthening our community by providing resilient essential services

+

### Vision

Be a trusted community partner dedicated to excellence in service

+

### Core Values

Safety, Team, Integrity, Culture, and Stewardship







# Open Stair - Rendering



**MarmonMok**  
ARCHITECTURE

## Mission

Strengthening our community by providing resilient essential services

+

## Vision

Be a trusted community partner dedicated to excellence in service

+

## Core Values

Safety, Team, Integrity, Culture, and Stewardship







# Elevator Lobby



**MarmonMok**  
ARCHITECTURE

## Mission

Strengthening our community by providing resilient essential services

+

## Vision

Be a trusted community partner dedicated to excellence in service

+

## Core Values

Safety, Team, Integrity, Culture, and Stewardship







# Elevator Lobby



**MarmonMok**  
ARCHITECTURE

### Mission

Strengthening our community by providing resilient essential services

+

### Vision

Be a trusted community partner dedicated to excellence in service

+

### Core Values

Safety, Team, Integrity, Culture, and Stewardship







# Open Work Area/ Office



**Mission**  
Strengthening our community by providing resilient essential services

**+ Vision**  
Be a trusted community partner dedicated to excellence in service

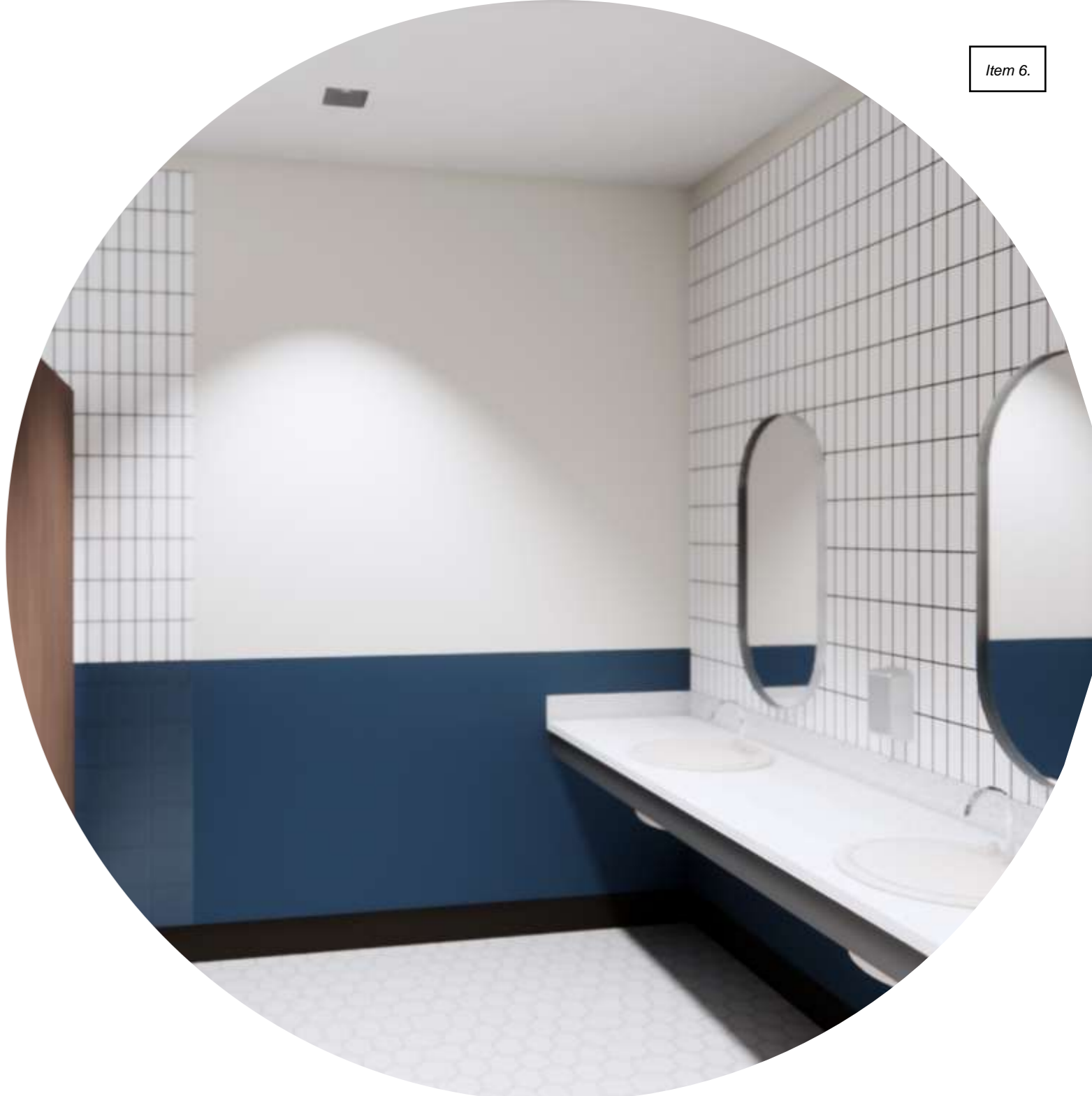
**+ Core Values**  
Safety, Team, Integrity, Culture, and Stewardship





# Recommendation

**NBU Staff recommends approval of GMP #1 for the design assist of MEP trades during preconstruction.**







**Mission**

Strengthening our community by providing resilient essential services

+

**Vision**

Be a trusted community partner dedicated to excellence in service

+

**Core Values**

Safety, Team, Integrity, Culture, and Stewardship







# AIA Document A133<sup>®</sup> – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Guaranteed Maximum Price Amendment No. 1 dated the \_\_\_ day of December in the year 2024, is incorporated into the accompanying AIA Document A133<sup>TM</sup>-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 19<sup>th</sup> day of April in the year 2024 (the "Agreement")

*(In words, indicate day, month, and year.)*

for the following **PROJECT:**

*(Name and address or location)*

New Braunfels Utilities Headquarters  
New Braunfels, Texas

**THE OWNER:**

*(Name, legal status, and address)*

New Braunfels Utilities  
263 E Main Plaza  
New Braunfels, Texas 78130  
830-629-8496

**THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

SpawGlass Contractors, Inc.  
9331 Corporate Drive  
Selma, TX 78154

**TABLE OF ARTICLES**

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

**ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

**§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

**ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>TM</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seven Thousand Sixteen Nine Hundred Sixty-Eight and no/100 Dollars (\$ 716,968.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
*(Provide itemized statement below or reference an attachment.)*

Itemized statement of the Guaranteed Maximum Price is included in TAB 05 of the Construction Manager’s GMP Proposal, and includes the following divisions.

Division 01 – Indirect Costs to include:

- Builder’s risk insurance
- General Liability and Workmen’s Compensation Insurance
- Contractor Controlled Insurance Program
- Payment and Performance Bonds
- Subcontractor default insurance
- Subcontractor Bonds
- Overhead not to exceed 5% and Profit not to exceed 5%

Division 22/23 – Plumbing and Mechanical to include Design Assist

Division 26 – Electrical to include Design Assist

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
None	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
None		

§ A.1.1.6 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
None		

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[ X ] Not later than Three Hundred Twenty-Two ( 322 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Pre-Construction – MEP Design Assist	322 days from this Amendment

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following from Construction Manager’s GMP Proposal:

- TAB 04 – List of Contract Documents
- TAB 03 – Assumptions and Clarifications
- TAB 06 – Project Schedule

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
N/A			

§ A.3.1.3 The following Drawings:



(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
N/A		

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
N/A	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

TAB 03 – Assumptions and Clarifications from Construction Manager's GMP Proposal

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

The Brandt Companies, LLC for electrical design assist scopes of work  
Dynamic Systems, Inc. for mechanical and plumbing design assist scopes of work

This Amendment to the Agreement entered into as of the day and year first written above.

NEW BRAUNFELS UTILITIES

SPAWGLASS CONTRACTORS, INC

\_\_\_\_\_  
OWNER (Signature)

  
\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

BY: .  
\_\_\_\_\_  
(Printed name and title)

BY: Jason Smith, President, San Antonio Division  
\_\_\_\_\_  
(Printed name and title)



# Customer Solution Center Update



- Construction Update and Move Information

- December 12, 2024



# Construction Team

On December 14, 2023 the Board of Trustees approved a Design Build contract with SpawGlass, Marmon Mok, and FNI as owner's representative.



**Mission**

Strengthening our community by providing resilient essential services



**Vision**

Be a trusted community partner dedicated to excellence in service



**Core Values**

Safety, Team, Integrity, Culture, and Stewardship





# Former Police Department



## Mission

Strengthening our community by providing resilient essential services



## Vision

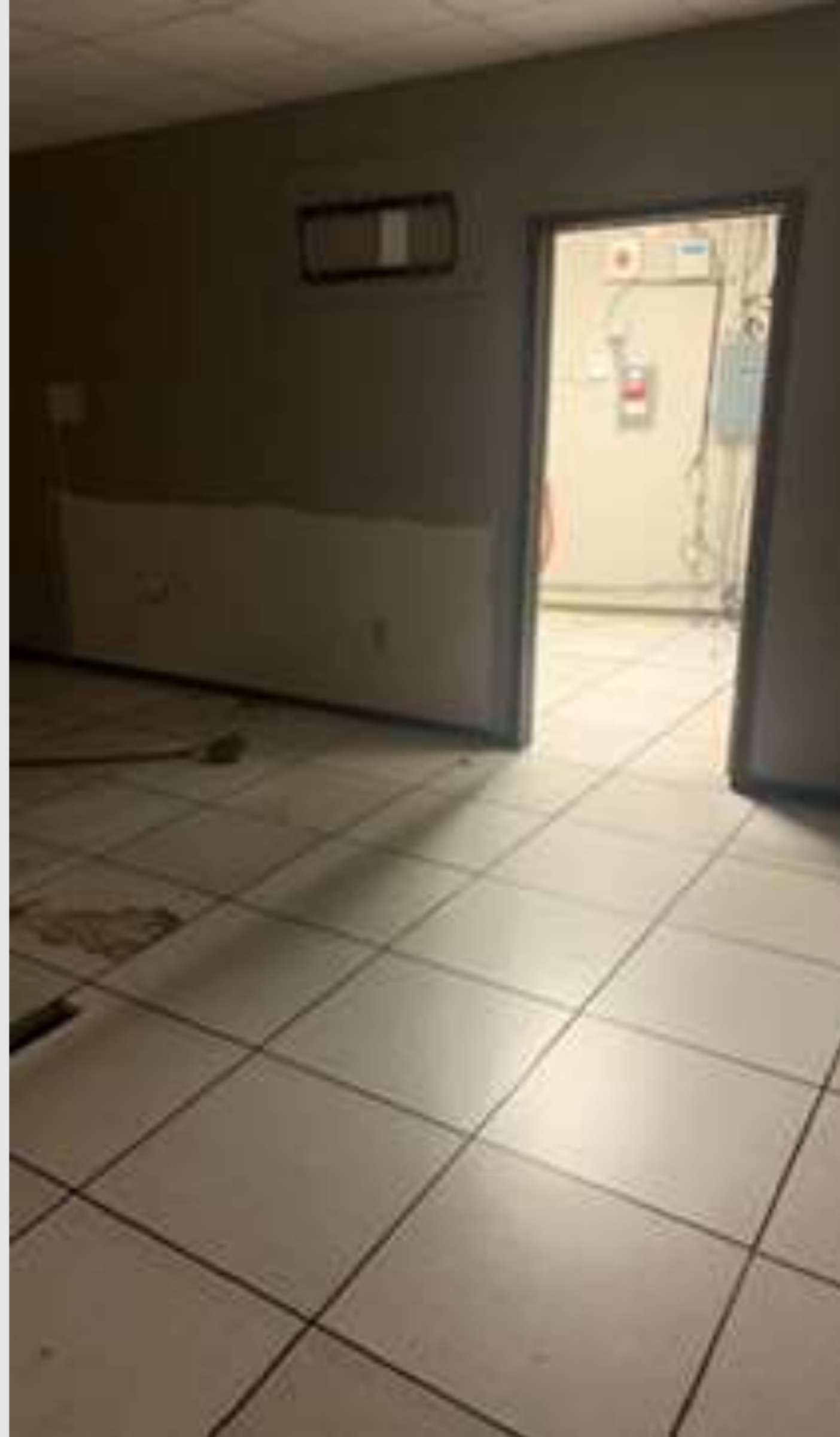
Be a trusted community partner dedicated to excellence in service



## Core Values

Safety, Team, Integrity, Culture, and Stewardship





Item 1.



**Mission**

Strengthening our community by providing resilient essential services

+

**Vision**

Be a trusted community partner dedicated to excellence in service

+

**Core Values**

Safety, Team, Integrity, Culture, and Stewardship





**Mission**  
Strengthening our community by providing resilient essential services

+ **Vision**  
Be a trusted community partner dedicated to excellence in service

+ **Core Values**  
Safety, Team, Integrity, Culture, and Stewardship







**Mission**

Strengthening our community by providing resilient essential services

+

**Vision**

Be a trusted community partner dedicated to excellence in service

+

**Core Values**

Safety, Team, Integrity, Culture, and Stewardship





Item 1.



## Mission

Strengthening our community by providing resilient essential services

+

## Vision

Be a trusted community partner dedicated to excellence in service

+

## Core Values

Safety, Team, Integrity, Culture, and Stewardship

**NBU** NEW BRAUNFELS  
UTILITIES



# Who is Moving and Where?



# The Move

- **Phase I**

- Occurred on November 23
- Personnel moved
  - HR
  - Learning & development
  - Accounting
  - Finance
  - Conservation Customer Solutions
  - Director of People and Culture
  - Physical Security Manager
  - IT
- Total = 36

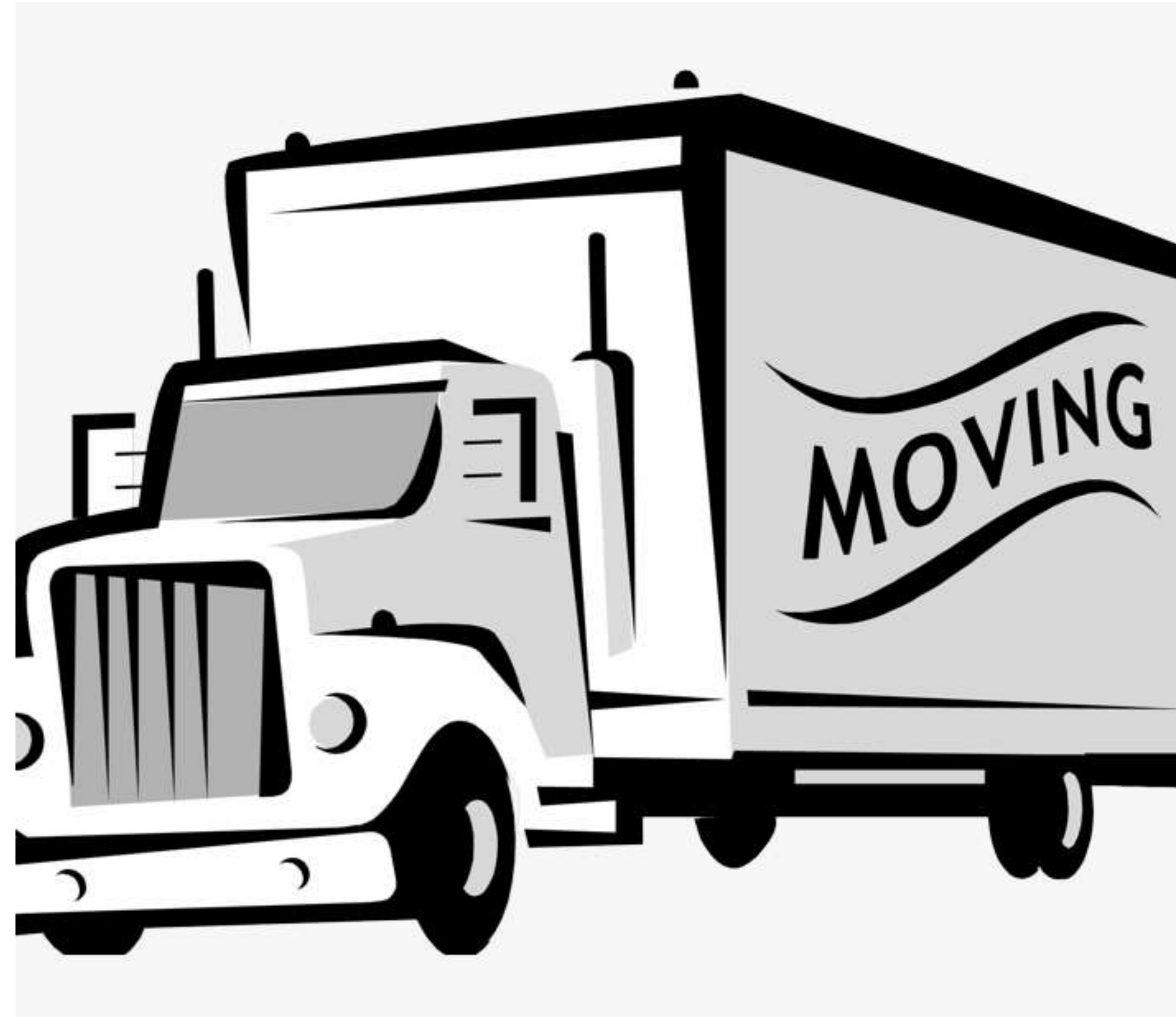




# The Move

- **Phase II**

- Scheduled for January 6, 2025
- Personnel Involved
  - Customer Service Officer (Annex)
  - Director of Customer Service (Annex)
  - Customer Service (Annex)
  - New Construction (Annex)
  - Billing (Annex)
  - Business Planning (Main Plaza)
  - Power Supply (Main Plaza)
- Total = 53



## Mission

Strengthening our community by providing resilient essential services



## Vision

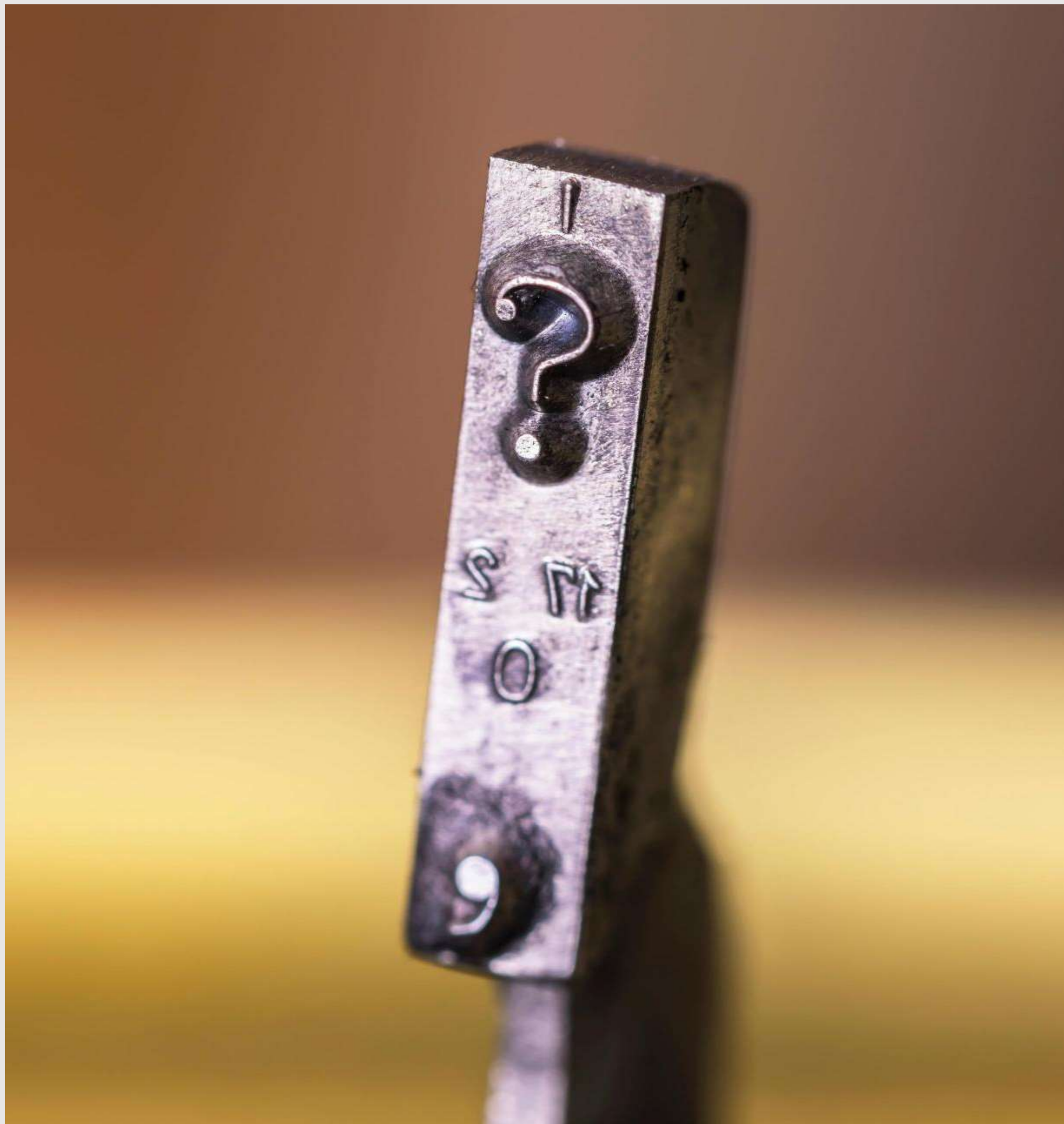
Be a trusted community partner dedicated to excellence in service



## Core Values

Safety, Team, Integrity, Culture, and Stewardship





Item 1.



**Mission**

Strengthening our community by providing resilient essential services

+

**Vision**

Be a trusted community partner dedicated to excellence in service

+

**Core Values**

Safety, Team, Integrity, Culture, and Stewardship