MINUTES

WALLER COUNTY COMMISSIONERS COURT
REGULAR SESSION
WEDNESDAY – AUGUST 7, 2024

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 7th day of August 2024 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

CALL TO ORDER

The meeting was called to order by Waller County Judge Trey Duhon at 9:07 a.m. with the following members of the Court present to-wit:

Carbett "Trey" J. Duhon III, County Judge
John A. Amsler, Commissioner Precinct 1
Walter Smith, Commissioner Precinct 2
Kendric D. Jones, Commissioner Precinct 3
Justin Beckendorff, Commissioner Precinct 4
Debbie Hollan, County Clerk

Delivery of Invocation by: Commissioner Amsler
Pledge to the American Flag and Texas Flag led by: Commissioner Beckendorff

Commissioner Smith made motion to approve agenda, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

PUBLIC COMMENT

1. Brian Cantrell – Fire Marshal

CONSENT AGENDA

Items identified within the Consent Agenda are of a routine nature and will be passed with one vote without being discussed separately. If a member of the court or public requests that a particular item be discussed, that agenda item will be pulled from the Consent Agenda and discussed as part of the regular agenda at the appropriate time. One vote will approve the remaining items on the Consent Agenda.

2. Approval of Minutes – July 24, 2024 Regular Session

3. Request by County Treasurer for approval of Payroll disbursements.

4. Request by County Auditor to approve 2024 budget adjustments and departmental line-item transfers.

5. Request by County Tax Assessor-Collector to approve refunds in excess of $500.00 in accordance with Article 31.11 State Property Tax Code.

6. Request to approve payments on the following:
   $7,500.00 for Invoice # 08883 to Brazos Valley Council of Governments from line item #125-525-546900 [BVCOG].

7. $69,076.25 for Invoice #100-24-020 to DRC Emergency Services from line Item #110-530-569311 [DR-4781] for County debris removal associated with Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding (DR-4781).

8. Request by County Auditor to Approve and / or Ratify Accounts Payable.

9. Request by County Engineer for approval of a Permit to Construct Utility in Waller County Right of Way of Rock Island Rd. for a guy wire 4' on county right of way.

10. Request by County Engineer to approve the application for Replat of Katy ISD Elementary No. 48 to revise Crystal Vista Drive south extension, Sunterra Shores Drive Street Dedication Section 2, by Katy Elementary School District. The revision will abandon the south extension of Crystal Vista Drive to allow the Katy Independent School District Elementary School No. 48 main entrance and exit driveway direct access to Sunterra Shores Drive and authorize the Road and Bridge Department to issue a public notice in the Katy Times, for three consecutive weeks, establishing a public hearing during the regular session of Commissioners' Court on September 4, 2024.

11. Request by County Engineer to approve a Permit to Construct Utility in the right of way of Jordan Ranch Blvd by CenterPoint Energy Gas for a 2" Main and a 2" SVC.

12. Request by County Engineer to approve a Permit to Construct Utility in the right of way of Wilson Rd by Comcast of Houston for a 40' Aerial Fiber Cable.

13. Request by County Engineer to use the online auctioning service of GovDeals.com to sell the surplus, used equipment, and miscellaneous supplies for the Road and Bridge Department.

14. Request by County Engineer to approve Final Acceptance of Sunterra Section 50 and accept the roads for County Maintenance.

Motion to approve Consent Agenda made by Commissioner Jones, seconded by Commissioner Smith.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

Advanced to Agenda item #16

COUNTY JUDGE

16. Accept the Certification of the 2024 Waller County Appraisal Roll as required under Property Tax Code 26.04(b).

    Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

AUDITOR

17. **Presentation** by Lewis Crain from the audit firm of Rutledge, Crain & Company, PC of the fiscal year 2023 Waller County Financial Audit Report.
    No action required.

18. Approve the fiscal year 2023 Waller County Financial Audit Report.

    Motion made by Commissioner Jones, seconded by Commissioner Smith.
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

19. Approve the following debt payments due August 15, 2024:
    (a) WC General Obligation Bonds, Series 2017 totaling $108,700.00, to Amegy Bank.
    (b) WC General Obligation Bonds, Series 2018 totaling $433,378.00, payable to Amegy Bank.
    (c) WC Tax Notes, Series 2020 totaling $710,114.00, payable to JP Morgan Chase.
    (d) WC Tax Notes, Series 2022 totaling $65,794.00, payable to Regions Equipment Finance Corp.
    (e) WC Certificates of Obligation, Series 2022 totaling $74,350.00, payable to Amegy Bank.
    (f) WC Certificates of Obligation, Series 2023 totaling $610,500.00, payable to Amegy Bank.
    Total of $2,002,836.00 to be paid from the following budget line items:
    $695,000.00 from 515-635-575000 (Principal)
    $1,307,836.00 from 515-635-576000 (Interest)

    Motion made by Commissioner Smith, seconded by Commissioner Jones.
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

JUSTICE OF THE PEACE, PRECINCT 2

20. **Spread** upon the minutes for Judge Woolley being honored with the Judge of the Year award by the Justices of the Peace and Constables Association of Texas at the annual conference in Fort Worth. *No action required.*

21. **Spread** upon the minutes for the installation of Judge Woolley as the Second Vice-President of the Justices of the Peace and Constables Association of Texas at the annual conference in Fort Worth. *No action required.*

COUNTY ENGINEER

22. Approve Advertisement of RFQ for Engineering and Design Professional Services to be published in the Waller County Express relative to the 2023 Mobility Bond. Funds to be paid from line item 125-401-544100 [Bid Notices and Printing].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

SHERIFF

23. **Award** bid for Sheriff's Office fleet vehicle associated with Resolicited RFP #240626-30.

Brooke presented recommendation to Court to accept Sames Auto Group for the amount of $50,500.00. Court took a vote but no motion had been made. (Action for this item is ratified on the 8/21/2024 Commissioners Court) 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

EXTENSION OFFICE

24. Approve Lease Agreement with Xerox for one (1) C8145H2 Copier. Funds to be paid from line item 125-540-581813 [Copier/Printer].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

IT

25. Approve Agreement pursuant to Texas DIR Contract DIR-CPO-5092 with Designs That Compute d/b/a Visionality for Courtroom Audio Services at the Joe Kuciemba Annex.Total Cost of $45,629.23 to be paid from line item 125-600-583500 [Capital Outlay - Computers, Software, Equipment].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

GRANT MANAGER

26. Approve purchase of two (2) 2024 Chevrolet Tahoe PPV 2WD vehicles for Constable, Precinct 3 from Caldwell Country Chevrolet pursuant to BuyBoard Contract No. 724-23. Funding to be paid from line item 241-595-561209 [ARPA Miscellaneous].
(no backup submitted)

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Commissioner Beckendorff made motion to approve purchase of two (2) 2024 Chevrolet Tahoe PPV 2WD vehicles in the amount of $104,700.00 for Constable, Precinct 3 from Caldwell Country Chevrolet pursuant to BuyBoard Contract No. 724-23. Funding to be paid from line item 241-595-561209 [ARPA Miscellaneous], seconded by Commissioner Jones.
Amendment carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

Amended Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

27. Approve purchase of one (1) 2024 Chevrolet Tahoe PPV 2WD vehicle in the amount of $52,800 for Constable, Precinct 4 from Caldwell Country Chevrolet pursuant to BuyBoard Contract No. 724-23. Funding to be paid from line item 241-595-561209 [ARPA Miscellaneous].

    Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

28. Approve purchase of one (1) 2024 Ford F-150 Crew 4X4 in the amount of $46,872.75 for Constable, Precinct 4 from Silsbee Ford pursuant to TIPS USA Contract No. 210907 Automobiles. Funding to be paid from line item 241-595-561209 [ARPA Miscellaneous].

    Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

29. ~~Approve advertisement of RFP for fleet vehicles for Constables, Precinct 3 and 4 to be published in the Waller County Express. Funds to be paid from line item 125-401-544100 [Bid Notices and Printing]~~. **Item WITHDRAWN.**

30. Approve advertisement of RFP for fleet vehicle upfitting and installation for Constables, Precinct 3 and 4 to be published in the Waller County Express. Funds to be paid from line item 125-401- 544100 [Bid Notices and Printing].

    Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

31. Approve subrecipient agreement between the County and the Houston-Galveston Area Council (H-GAC) relative to the H-GAC Solid Waste Management Grant. Total grant award is $97,364.00.

    Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

FIRE MARSHAL

32. Approve purchase and agreement with ESO Software. Funds to be paid from line item 132-509-568400 [Miscellaneous].

    Motion made by Commissioner Jones, seconded by Commissioner Beckendorff
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

COMMISSIONER, PRECINCT 3

33. Discuss the creation of a Tax Increment Reinvestment Zone in Precinct 3.
    No action required.

34. Discuss proposed site development of county land in Sunterra.
No action required.

TREASURER

35. Approve 2024.10 Salary Order amendment effective 08/18/24.

Motion made by Commissioner Smith, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

DIRECTOR OF FACILITIES

36. **Update** on Courthouse Project. *No action required.*

37. Approve Payment of $1,223,950.99 for Application #21 to Sedalco, Inc. to be paid from the following line items:
$33,026.91 - 604-604-545045 [Professional Services].
$1,190,924.08 - 604-604-581000 [Bldg. Purch, Const, or Improv].

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

38. **Update** on Annex and Justice Center Modular Buildings. *No action required.*

39. Approve payment of $17,823.63 for Invoice #5 to Sedalco. Funds to be paid from line item 125-600-581620 [Justice Center Modular Building Design Fees].

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

MISCELLANEOUS

40. Approve the Waller County 2025 Holiday Schedule.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

41. Approve Texas Department of Motor Vehicles Imposition of Optional Fees for Calendar Year (CY) 2025 for Waller County.

Motion made by Commissioner Smith, seconded by Commissioner Jones.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

42. Ratify submission to the Texas Comptroller of Public Accounts for the Unclaimed Property Capital Credits.

Motion made by Commissioner Smith, seconded by Commissioner Jones.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

Returned to Agenda Item #15

COUNTY JUDGE

15. Approve an Order to authorize the issuance and sale of "Waller County, Texas General Obligation Bonds, Series 2024"; levying a tax in payment thereof; approving an official statement and the execution of a purchase contract; and enacting other provisions relating to the issuance of said bonds, with such terms of financing as presented by the County's financial advisor.

    Commissioner Beckendorff moved to award the bonds to BOK Financials Securities, Inc. per the terms discussed, seconded by Commissioner Smith.
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

Advanced to Agenda Items #45 - #50

45. Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to the purchase, exchange, lease, or value of real properties would have a detrimental effect on the position of the County in negotiations with third persons.

    Motion made by Commissioner Jones, seconded by Commissioner Beckendorff
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

46. Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to contract negotiations for it would have a detrimental effect on the position of the County in negotiations with third persons.

    Motion made by Commissioner Jones, seconded by Commissioner Beckendorff
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

EXECUTIVE SESSION

47. Consultation with District Attorney and outside counsel, including consultation with outside counsel regarding procurement and ethics compliance pursuant to Government Code Section 551.071.
48. Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725.
49. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.

    Court convened to Executive Session at 11:03 a.m.
    Court reconvened from Executive Session at 1:12 p.m.

50. Reconvene in Open Session to take any action necessary on matters discussed in Executive Session.

Returned to Agenda Items #43 and #44

43. Approve Real Estate Contract for the purchase of property in Hempstead, Texas (property ID 7628) and authorize County Judge to sign closing documents.
~~(no backup submitted)~~

Judge Duhon made motion to approve the Real Estate Contract for the purchase of property in Hempstead, Texas (property ID 7628) with Jason and Heather McCue as the sellers as heirs of the Estate and/or Administrators and authorize the County Judge to sign closing documents, seconded by Commissioner Beckendorff
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

44. ~~Discuss and take action to acquire certain land along Adams Flat Road in Precinct 3~~.
Item WITHDRAWN.

ADJOURN MEETING

Motion to **adjourn** meeting by Commissioner Amsler, seconded by Commissioner Jones.
Motion carried by 4-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Absent*	*Commissioner Beckendorff*	*– Yes*

Meeting was **ADJOURNED** at 1:14 p.m.

I **ATTEST** that the above proceedings are the true and correct minutes taken in my capacity as Ex-Officio for the Commissioners' Court of Waller County.

Debbie Hollan
Waller County Clerk

APPROVED this the 21st day of August 2024.

Carbett "Trey" J. Duhon, III
County Judge

Public Comment Sign In Sheet
Commissioners Court
August 7, 2024 9:00 a.m.

3 Minute Limit

Name

1. Ennissa Wright w/D
2. Xxavier Watson w/D
3. Denise Pichardo MD w/D
4. Brian Cantrell - FEMA Assistance
5.
6.
7.
8.
9.
10.

Waller County, TX

Detail Register
Payroll Summary

Packet: PYPKT03585 - 08/09/24 PR
Payroll Set: 01 - Waller County, TX

Pay Period: 07/21/2024 - 08/03/2024

Total Direct Deposits:	606,544.78
Total Check Amounts:	2,730.81

Males Paid:	218
Females Paid:	164
Total Employees:	382

EARNINGS

Pay Code	Units	Pay Amount
Cell	0.00	465.00
Cert Pay Bilingual	0.00	18.75
Comp Time Taken	207.88	5,516.31
H	24,070.50	632,057.08
Hol	811.75	21,176.02
Inclement Weather	205.90	5,381.57
Leave W/O Pay	36.61	0.00
PT-H	525.50	9,912.16
Reimb	0.00	78.65
Sal	325.00	92,540.23
Sal - No UI Tax	2.50	1,607.60
Sal - Sup	1.00	10,657.59
Sal-Other	4.00	4,396.01
Sick	858.05	22,646.49
STEP CMV	31.00	1,580.34
STEP Comp	28.50	1,394.01
Straight Time Taken	42.00	1,126.92
Task Force OT Hours	10.00	410.78
Travel	1.00	2,608.36
Vac	876.81	21,885.27
Total:	28,038.00	835,459.14

BENEFITS

Pay Code	Units	Pay
Comp Earned	246.01	
GTL Taxable Benefit	0.00	880.11
Straight Earned	164.75	0.00
Vehicle Taxable	210.50	601.50
Total:	621.26	1,481.61

TAXES

Code	Subject To	Employee	Employer
Fed W/H	740,482.77	59,335.30	0.00
FICA	803,496.57	49,816.74	49,816.74
Medicare	803,496.57	11,650.80	11,650.80
Unemployment	757,260.71	0.00	1,211.49
Total:		120,802.84	62,679.03

DEDUCTIONS

Code	Subject To	Employee	Employer
Ch 13 Wage Ded 1	0.00	540.00	0.00
Ch 13 Wage Ded 2	0.00	902.31	0.00
Child Support 1	0.00	3,964.54	0.00
Child Support 2	0.00	923.30	0.00
Child Support 4	0.00	36.92	0.00
Child Support MI SDU	0.00	132.18	0.00
Child Support MS DHS	0.00	200.78	0.00
Dental CAF-125-685	0.00	49.10	183.00
Dental Ins After Tax	0.00	122.75	488.00
Dental-CAF	0.00	2,896.90	9,638.00
Dental-Grant 228	0.00	0.00	30.50
Dental-Grant 318-578	0.00	24.55	30.50
Dental-Grant 318-592	0.00	0.00	30.50
Health CAF 125-685	0.00	351.08	6,598.88
Health Ins After Tax	0.00	1,038.26	17,521.12
Health-CAF	0.00	26,141.40	365,394.16
Health-Grant 228	0.00	37.54	1,044.50
Health-Grant 318-578	0.00	142.74	1,554.02
Health-Grant 318-592	0.00	37.54	1,044.50
Life	0.00	158.40	889.00
Life-125-685	0.00	1.10	15.24
Life-Grant 228	0.00	0.00	2.54
Life-Grant 318-578	0.00	1.10	2.54
Life-Grant 318-592	0.00	0.00	2.54
MASA	0.00	853.75	0.00
MRP	0.00	2,982.00	0.00
Ret-GTL	830,209.38	0.00	1,992.43
Retirement	830,209.38	58,114.80	91,738.30
Valic	0.00	4,899.00	0.00
Vision CAF 125-685	0.00	2.29	0.00
Vision Ins After Tax	0.00	47.34	0.00
Vision-CAF	0.00	769.87	0.00
Vision-Grant 228	0.00	2.29	0.00
Vision-Grant 318-578	0.00	4.59	0.00
Vision-Grant 318-592	0.00	2.29	0.00
Total:	105,380.71	498,200.27	

RECAP 01 - Waller County, TX

Earnings:	835,459.14	Benefits:	1,481.61	Deductions:	105,380.71	Taxes:	120,802.84	Net Pay:	609,275.59

Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT06450 - PYPKT03585 - 08/09/24 PR

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 17844 - DAVID G. PEAKE, TRUSTEE									**Vendor Total:**	**540.00**
INV0008538 Chapter 13 Payment	Invoice APBNK - APBNK	8/9/2024	8/9/2024	8/9/2024	8/9/2024 No	540.00	0.00	0.00	0.00	540.00

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Chapter 13 Payment	N/A	0.00	0.00	540.00	0.00	0.00	0.00	540.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		540.00	0%

Vendor: 13586 - MEDICAL AIR SERVICES ASSOCIATION, INC.									**Vendor Total:**	**853.75**
INV0008561 Payroll Deduction	Invoice APBNK - APBNK	8/9/2024	8/9/2024	8/31/2024	8/9/2024 No	853.75	0.00	0.00	0.00	853.75

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	N/A	0.00	0.00	853.75	0.00	0.00	0.00	853.75

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111450	MASA		853.75	0%

Vendor: 17861 - MICHIGAN STATE DISBURSEMENT UNIT									**Vendor Total:**	**132.18**
INV0008571 Remit ID 912598339 / Order ID 2010248223	Invoice APBNK - APBNK	8/9/2024	8/9/2024	8/9/2024	8/9/2024 No	132.18	0.00	0.00	0.00	132.18

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child support - Payroll Deduction	N/A	0.00	0.00	132.18	0.00	0.00	0.00	132.18

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		132.18	0%

Vendor: 17845 - MISSISSIPPI DEPARTMENT OF HUMAN SERVICES									**Vendor Total:**	**200.78**
INV0008543 Case No. 616715054	Invoice APBNK - APBNK	8/9/2024	8/9/2024	8/9/2024	8/9/2024 No	200.78	0.00	0.00	0.00	200.78

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child support - Payroll Deduction	N/A	0.00	0.00	200.78	0.00	0.00	0.00	200.78

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		200.78	0%

Vendor: 07548 - TAC HEBP									**Vendor Total:**	**436,300.67**
INV0008544 BCBS Invoice	Invoice APBNK - APBNK	8/9/2024	8/9/2024	8/31/2024	8/9/2024 No	232.10	0.00	0.00	0.00	232.10

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	232.10	0.00	0.00	0.00	232.10

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		232.10	0%

INV0008545 BCBS invoice	Invoice APBNK - APBNK	8/9/2024	8/9/2024	8/31/2024	8/9/2024 No	610.75	0.00	0.00	0.00	610.75

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	610.75	0.00	0.00	0.00	610.75

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		610.75	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008546	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	12,534.90	0.00	0.00	0.00	12,534.90
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	12,534.90	0.00	0.00	0.00	12,534.90

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		12,534.90	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008547	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	30.50	0.00	0.00	0.00	30.50
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	30.50	0.00	0.00	0.00	30.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		30.50	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008548	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	55.05	0.00	0.00	0.00	55.05
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	55.05	0.00	0.00	0.00	55.05

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		55.05	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008549	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	30.50	0.00	0.00	0.00	30.50
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	30.50	0.00	0.00	0.00	30.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		30.50	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008550	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	6,949.96	0.00	0.00	0.00	6,949.96
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	6,949.96	0.00	0.00	0.00	6,949.96

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		6,949.96	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008551	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	18,559.38	0.00	0.00	0.00	18,559.38
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	18,559.38	0.00	0.00	0.00	18,559.38

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		18,559.38	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008552	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	391,535.56	0.00	0.00	0.00	391,535.56
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	391,535.56	0.00	0.00	0.00	391,535.56

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		391,535.56	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008553	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	1,082.04	0.00	0.00	0.00	1,082.04
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	1,082.04	0.00	0.00	0.00	1,082.04

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		1,082.04	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008554	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	1,696.76	0.00	0.00	0.00	1,696.76
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	1,696.76	0.00	0.00	0.00	1,696.76

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		1,696.76	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008555	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	1,082.04	0.00	0.00	0.00	1,082.04
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	1,082.04	0.00	0.00	0.00	1,082.04

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		1,082.04	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008556	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	1,047.40	0.00	0.00	0.00	1,047.40
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	1,047.40	0.00	0.00	0.00	1,047.40

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		1,047.40	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008557	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	16.34	0.00	0.00	0.00	16.34
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	16.34	0.00	0.00	0.00	16.34

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		16.34	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008558	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	2.54	0.00	0.00	0.00	2.54
BCBS Invoice	APBNK - APBNK				No					

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.54	0.00	0.00	0.00	2.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		2.54	0%

INV0008559 | Invoice | 8/9/2024 | 8/9/2024 | 8/31/2024 | 8/9/2024 | 3.64 | 0.00 | 0.00 | 0.00 | 3.64
BCBS Invoice | APBNK - APBNK | On Hold: No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	3.64	0.00	0.00	0.00	3.64

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		3.64	0%

INV0008560 | Invoice | 8/9/2024 | 8/9/2024 | 8/31/2024 | 8/9/2024 | 2.54 | 0.00 | 0.00 | 0.00 | 2.54
BCBS Invoice | APBNK - APBNK | On Hold: No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.54	0.00	0.00	0.00	2.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		2.54	0%

INV0008565 | Invoice | 8/9/2024 | 8/9/2024 | 8/31/2024 | 8/9/2024 | 2.29 | 0.00 | 0.00 | 0.00 | 2.29
BCBS Invoice | APBNK - APBNK | On Hold: No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.29	0.00	0.00	0.00	2.29

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		2.29	0%

INV0008566 | Invoice | 8/9/2024 | 8/9/2024 | 8/31/2024 | 8/9/2024 | 47.34 | 0.00 | 0.00 | 0.00 | 47.34
BCBS Invoice | APBNK - APBNK | On Hold: No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	47.34	0.00	0.00	0.00	47.34

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		47.34	0%

INV0008567 | Invoice | 8/9/2024 | 8/9/2024 | 8/31/2024 | 8/9/2024 | 769.87 | 0.00 | 0.00 | 0.00 | 769.87
BCBS Invoice | APBNK - APBNK | On Hold: No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	769.87	0.00	0.00	0.00	769.87

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		769.87	0%

INV0008568 | Invoice | 8/9/2024 | 8/9/2024 | 8/31/2024 | 8/9/2024 | 2.29 | 0.00 | 0.00 | 0.00 | 2.29
BCBS Invoice | APBNK - APBNK | On Hold: No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.29	0.00	0.00	0.00	2.29

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		2.29	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008569	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	4.59	0.00	0.00	0.00	4.59
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	4.59	0.00	0.00	0.00	4.59

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		4.59	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008570	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	2.29	0.00	0.00	0.00	2.29
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.29	0.00	0.00	0.00	2.29

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		2.29	0%

Vendor: 07551 - TEXAS ASSOCIATION OF COUNTIES — **Vendor Total: 1,211.49**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008575	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	1,211.49	0.00	0.00	0.00	1,211.49
Quarterly unemployment	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Quarterly unemployment	N/A	0.00	0.00	1,211.49	0.00	0.00	0.00	1,211.49

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-200-112900	Accounts Payable		1,211.49	0%

Vendor: 12759 - WILLIAM E. HEITKAMP, CHAPTER 13 TRUSTEE — **Vendor Total: 902.31**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008539	Invoice	8/9/2024	8/9/2024	8/9/2024	8/9/2024	902.31	0.00	0.00	0.00	902.31
Chapter 13 Payment	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Chapter 13 Payment	N/A	0.00	0.00	902.31	0.00	0.00	0.00	902.31

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		902.31	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	29	440,141.18	0.00	0.00	0.00	440,141.18	0.00	440,141.18
	Grand Total:	**440,141.18**	**0.00**	**0.00**	**0.00**	**440,141.18**	**0.00**	**440,141.18**

Account Summary

Account	Name		Amount
999-200-112900	Accounts Payable		1,211.49
999-203-111200	Medical Insurance		20,289.93
999-203-111301	Medical Insurance/Cafeteria		416,010.74
999-203-111450	MASA		853.75
999-203-111500	Wage Garnishment		1,775.27
		Total:	**440,141.18**

Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT06451 - PYPKT03585 - 08/09/24 PR

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 01555 - INTERNAL REVENUE SERVICE									**Vendor Total:**	**182,270.38**
INV0008572	Invoice	8/9/2024	8/9/2024	8/9/2024	8/9/2024	23,301.60	0.00	0.00	0.00	23,301.60
941 Medicare Withholdings	APBNK - APBNK				No	**Payment Date:** 8/9/2024			**Bank Draft:**	DFT0004175

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Medicare Withholdings	N/A	0.00	0.00	23,301.60	0.00	0.00	0.00	23,301.60

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		23,301.60	0%

INV0008573	Invoice	8/9/2024	8/9/2024	8/9/2024	8/9/2024	99,633.48	0.00	0.00	0.00	99,633.48
941 Social Security Withhelds	APBNK - APBNK				No	**Payment Date:** 8/9/2024			**Bank Draft:**	DFT0004176

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Social Security Withhelds	N/A	0.00	0.00	99,633.48	0.00	0.00	0.00	99,633.48

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		99,633.48	0%

INV0008574	Invoice	8/9/2024	8/9/2024	8/9/2024	8/9/2024	59,335.30	0.00	0.00	0.00	59,335.30
941 Federal Withholding	APBNK - APBNK				No	**Payment Date:** 8/9/2024			**Bank Draft:**	DFT0004177

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Federal Withholding	N/A	0.00	0.00	59,335.30	0.00	0.00	0.00	59,335.30

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110200	FIT Payable		59,335.30	0%

Vendor: 07740 - TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM									**Vendor Total:**	**151,845.53**
INV0008562	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	1,992.43	0.00	0.00	0.00	1,992.43
Payroll Deduction/Contributions	APBNK - APBNK				No	**Payment Date:** 8/31/2024			**Bank Draft:**	DFT0004172

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction/Contributions	N/A	0.00	0.00	1,992.43	0.00	0.00	0.00	1,992.43

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111401	Retirement TCDRS		1,992.43	0%

INV0008563	Invoice	8/9/2024	8/9/2024	8/31/2024	8/9/2024	149,853.10	0.00	0.00	0.00	149,853.10
Payroll Deduction/Contributions	APBNK - APBNK				No	**Payment Date:** 8/31/2024			**Bank Draft:**	DFT0004173

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction/Contributions	N/A	0.00	0.00	149,853.10	0.00	0.00	0.00	149,853.10

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111401	Retirement TCDRS		149,853.10	0%

Vendor: 01484 - TEXAS STATE DISBURSEMENT UNIT									**Vendor Total:**	**4,924.76**
INV0008540	Invoice	8/9/2024	8/9/2024	8/9/2024	8/9/2024	3,964.54	0.00	0.00	0.00	3,964.54
Child support - Payroll Deduction	APBNK - APBNK				No	**Payment Date:** 8/9/2024			**Bank Draft:**	DFT0004169

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child support - Payroll Deduction	N/A	0.00	0.00	3,964.54	0.00	0.00	0.00	3,964.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		3,964.54	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008541	Invoice	8/9/2024	8/9/2024	8/9/2024	8/9/2024	923.30	0.00	0.00	0.00	923.30
Child Support - Payroll Deduction	APBNK - APBNK				No	Payment Date: 8/9/2024			Bank Draft:	DFT0004170

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support - Payroll Deduction	N/A	0.00	0.00	923.30	0.00	0.00	0.00	923.30

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		923.30	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008542	Invoice	8/9/2024	8/9/2024	8/9/2024	8/9/2024	36.92	0.00	0.00	0.00	36.92
Child Support - Payroll Deduction	APBNK - APBNK				No	Payment Date: 8/9/2024			Bank Draft:	DFT0004171

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support - Payroll Deduction	N/A	0.00	0.00	36.92	0.00	0.00	0.00	36.92

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		36.92	0%

Vendor: 08160 - VARIABLE ANNUITY LIFE INS. **Vendor Total: 4,899.00**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008564	Invoice	8/9/2024	8/9/2024	8/9/2024	8/9/2024	4,899.00	0.00	0.00	0.00	4,899.00
Payroll Deductions	APBNK - APBNK				No	Payment Date: 8/9/2024			Bank Draft:	DFT0004174

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deductions	N/A	0.00	0.00	4,899.00	0.00	0.00	0.00	4,899.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-112000	VALIC		4,899.00	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	9	343,939.67	0.00	0.00	0.00	343,939.67	343,939.67	0.00
	Grand Total:	**343,939.67**	**0.00**	**0.00**	**0.00**	**343,939.67**	**343,939.67**	**0.00**

Account Summary

Account	Name		Amount
999-203-110100	FICA Payable		122,935.08
999-203-110200	FIT Payable		59,335.30
999-203-111401	Retirement TCDRS		151,845.53
999-203-111500	Wage Garnishment		4,924.76
999-203-112000	VALIC		4,899.00
		Total:	**343,939.67**

Order to Amend 2024 Budget

Amendment # 2024-27
Date Approved 08-07-2024

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2024 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET AMENDMENTS:					
311-000-423824	Formula Grant	State Revenue	$ -	$ (45,868.00)	$ (45,868.00)
311-480-541000	Formula Grant	Attorney Ad Litem	$ -	$ 45,868.00	$ 45,868.00
		NET TOTAL BUDGET AMENDMENT:		$ -	

Purpose of budget amendment:

Certify the Formula Grant Program award of $45,868.00 and amend the 2024 budget.

Other notes:
Name of State Agency: Texas Indigent Defense Commission
Grant Period: 10-1-2023 to 09-30-2024
Project ID: 212-24-237

LGC : 111.0106 ***SPECIAL BUDGET FOR GRANT OR AID MONEY***

The county auditor shall certify to the commissioners court the receipt of revenue from all public grant or aid money that is available for disbursment in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the grant or aid money for its intended purposes.

REVENUE CERTIFICATION

Alan Younts 8/6/2024

Alan Younts
Waller County Auditor
836 Austin Street , Suite 221
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE
Tax Assessor-Collector

(979) 826-7620
(979) 826-7619 Fax

730 9th Street
Hempstead, Texas 77445

July 25, 2024

Honorable Judge Trey Duhon
And
Honorable Commissioners' Court
Waller County
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed $500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
R19028	Villegas Irma De Jesus	HS	$ 866.69
R20320	Avila Ezequiel	HS	$1,162.73
R209393	Zelaya Nelson	HS	$ 594.91
R21057	Borders Johnathan	HS DV3	$ 702.60
R21139	Samfield Max M	HS OA	$3,972.23
R21266	Meyer Connor	HS	$1,174.52
R21908	Daloo Maher Al	HS	$1,392.71
R230025	Vences Paulina	HS	$2,561.77
R233525	Baker Cassandra	HS	$1,707.64
R29999	Richmond Charlotte	HS OA	$ 596.80
R338900	Heckeroth Robert E	HS	$ 627.99
R338988	Quinlan James	HS	$ 645.14
R357284	Ford Mattheau	Value	$ 511.63
R357411	Lenka Debashish	HS	$ 611.64
R357628	Santos Jericho	HS	$ 666.79
R364110	Gutierrez Carlos	HS	$1,507.39
R364252	Villegas Irma De Jesus	HS	$ 689.77
R364913	Nelson Sean	HS	$ 755.91
R365041	Peng Shengyu	HS	$ 892.45
R365191	Tucker Daniel	HS	$ 506.37
R365220	King Melody	HS	$ 555.16
R366353	Theiss Monty	HS	$ 673.10

R372362	Fagbola Victor	HS	$1,159.38
R372516	Martinez Luis	HS	$2,068.69
R379694	Harris Zachary	HS	$ 571.54
R379793	Wilder Joshua	HS	$4,481.35
R381497	Peterek Frank	HS	$1,663.94
R387420	Mirto Renan	HS	$ 660.59
R388124	Bartolini Ryan	HS	$1,589.26
R388613	McKenziee Ryan	HS	$ 518.66
R388928	Wall Mark	HS	$ 886.27
R390173	Pradhan Sadananda	HS	$ 575.11
R398525	Guido Alberto	HS	$ 801.58
R405159	Guido Alberto	HS	$ 601.91

Sincerely,

Ellen C. Shelburne
Waller County
Tax Assessor Collector

2023 #14

WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE
Tax Assessor-Collector

(979) 826-7620
(979) 826-7619 Fax

730 9th Street
Hempstead, Texas 77445

July 25, 2024

Honorable Judge Trey Duhon
And
Honorable Commissioners' Court
Waller County
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed $500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
R21008	Mazurkiewicz Jake & Shelly	HS	$ 652.67
R21139	Samfiel Max M	HS OA	$1,199.44
R23325	Baker Cassandra Jill	HS	$ 757.28
R338567	Flikkema Michael	HS	$ 613.14
R345769	Fazal Ezmin	HS OA	$ 618.45
R357411	Lenka Debashish	HS	$ 634.99
R357628	Santos Jericho	HS	$ 668.19
R372516	Martinez Luis	HS	$ 802.75
R379793	Wilder Joshua	HS	$3,103.58

Sincerely,

Ellen C. Shelburne
Waller County
Tax Assessor Collector

2022 #25

WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE
Tax Assessor-Collector

(979) 826-7620
(979) 826-7619 Fax

730 9th Street
Hempstead, Texas 77445

July 25, 2024

Honorable Judge Trey Duhon
And
Honorable Commissioners' Court
Waller County
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed $500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
R23358	Sahay Management Inc	Value	$ 597.78

Sincerely,

Ellen C. Shelburne
Waller County
Tax Assessor Collector

2019 #58

WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE
Tax Assessor-Collector

(979) 826-7620
(979) 826-7619 Fax

730 9th Street
Hempstead, Texas 77445

July 25, 2024

Honorable Judge Trey Duhon
And
Honorable Commissioners' Court
Waller County
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed $500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
R23358	Sahay Management Inc	Value	$ 557.92

Sincerely,

Ellen C. Shelburne
Waller County
Tax Assessor Collector

2020 #47

WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE
Tax Assessor-Collector

(979) 826-7620
(979) 826-7619 Fax

730 9th Street
Hempstead, Texas 77445

July 25, 2024

Honorable Judge Trey Duhon
And
Honorable Commissioners' Court
Waller County
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed $500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
R23358	Sahay Management Inc	Value	$ 606.37

Sincerely,

Ellen C. Shelburne
Waller County
Tax Assessor Collector

2021 #37

Invoice

Brazos Valley Council of Governments
PO Drawer 4128
Bryan, TX 77805-4128

7/3/2024 08883

Billing Address
WALLER COUNTY
Accounts Payable
836 Austin Street, Suite 203
Hempstead, TX 77445
USA

Service Address
WALLER COUNTY
836 Austin Street, Suite 203
Hempstead, TX 77445
USA

Customer ID CIHC-WALCOU
Customer Name WALLER COUNTY

Invoice ID 08883
Invoice Date 7/3/2024

Charge Date	Charge Code	Description	Fixed Charge	Quantity	Unit Price	Amount	Sales Tax
7/3/2024	948	Waller County CIHC Quarterly Contribution	$7,500.00	0.00	0.00	$7,500.00	

Registration # 014654
Joan Sargent Waller Co. Treasurer
Deputy mp Date 7/10/24

JUL 9'24 PM 3:45 TREASURER

Payment Terms: Net 0 Days

Sales Tax: $0.00
Total: $7,500.00

To pay electronically via ACH credit or EDI payments:

BRAZOS VALLEY COUNCIL OF GOVERNMENTS

Bank Routing (ABA) #: [redacted]

Account #: [redacted]

Reference*#: [redacted]

JUL 11'24 PM 9:34 AUDITOR

Invoice #*: 08883

*Helps ensure posting to correct invoice

111 Veterans Memorial Blvd., Suite 401
Metairie, LA 70005

504-482-2848
Fax: 504-482-2852

INVOICE

Waller County, Texas
425 FM 1488
Hampstead, TX 77445

INVOICE NUMBER: 100-24-020
INVOICE DATE: 7/10/2024
Job Name May Weather Event

Waller County - Debris Removal Services
Work Performed - June 19 through 30, 2024

Line Item Description	Qty	Unit Price	Total
50' Bucket Truck	62.25	$ 175.00	$ 10,893.75
Knuckleboom Loader	235.00	$ 175.00	$ 41,125.00
Skid Steer Loader, 1500LB Cap w/utility grapple	116.00	$ 95.00	$ 11,020.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	120.00	$ 20.00	$ 2,400.00
Laborer with Chainsaw and gear	72.75	$ 50.00	$ 3,637.50
		Sub Total	$ 69,076.25
		Please Pay Today	**$ 69,076.25**

Direct All Inquires To:
Lisa Walsh
(504)482-2848

Kristy Fuentes
(504) 482-2848

Commissioner's Court Date: 08-07-24

It is ORDERED by this Court motion by Commissioner Jones, duly seconded by Commissioner Smith that the following Accounts Payable be and the same are hereby **APPROVED** with warrants to be issued accordingly, with all members present voting in favor and 0 members present voting opposed.

Attest:

Debbie Hollan, County Clerk Date: August 7, 2024

Approved:

Alan Younts, County Auditor

Commissioners' Court Approval:

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

Carbett "Trey" J. Duhon
County Judge

Check Register

Waller County, TX

Packet: APPKT06439 - COMM CRT 08/07/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
20630	5M LEGACY PROPERTIES LLC	08/07/2024	Regular	0.00	3,575.00	1147363

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
AUGUST 2024	Invoice	07/24/2024	125/15068/RENT/ AUGUST 2024/DA/PO	0.00	3,575.00
125-416-581900	Building Rental		125/15068/RENT/ AUGUS		3,575.00

12578	A T & T	08/07/2024	Regular	0.00	43.56	1147364

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
061924	Invoice	06/19/2024	125/14932/ACCT#979 921 0516 337 4/SO	0.00	43.56
125-411-542501	Telephone/Equip & Svc		125/14932/ACCT#979 921		43.56

18703	A&A GRAPHICS SUPPLY INC.	08/07/2024	Regular	0.00	1,090.00	1147365

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
215447	Invoice	06/28/2024	110/14795/CUST# WALLER COUNT/R&B/	0.00	617.50
110-530-587411	Sign & Striping Materials		110/14795/CUST# WALLE		617.50
215669	Invoice	07/17/2024	110/15052/CUST #WALLER COUNTY/R&B	0.00	472.50
110-530-587411	Sign & Striping Materials		110/15052/CUST #WALLE		472.50

19343	AGUILAR, ALFONSO	08/07/2024	Regular	0.00	600.00	1147366

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
037	Invoice	06/23/2024	125/14974/INTERPRETER 06.23/JP#4	0.00	200.00
125-422-566505	Interpreter Services		125/14974/INTERPRETER		200.00
039	Invoice	07/27/2024	125/15175/INTERPRETER 07.27 AND 07.2	0.00	400.00
125-422-566505	Interpreter Services		125/15175/INTERPRETER		400.00

T.10755	AIR-TECH BRAZOS VALLEY A/C & HE.	08/07/2024	Regular	0.00	280.00	1147367

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
28506	Invoice	07/10/2024	125/14730/INV#28506/BUILD MAINT/PO	0.00	280.00
125-442-544700	Repair & Replacement		125/14730/INV#28506/BU		280.00

11652	ALSCO	08/07/2024	Regular	0.00	55.00	1147368

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
LCEN1278520	Invoice	07/10/2024	110/14999/CUST#0326860/R&B/PO 4212	0.00	55.00
110-530-568455	Fleet Operations		110/14999/CUST#032686		55.00

20583	ALSCO, INC.	08/07/2024	Regular	0.00	672.88	1147369

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
IHOU742493	Invoice	07/16/2024	110/14988/CUST#0095629/R&B/PO 4212	0.00	330.02
110-530-547522	Health, Safety & Hazard		110/14988/CUST#009562		330.02
IHOU743975	Invoice	07/23/2024	110/15104/CUST#0095629/R&B/PO 4221	0.00	342.86
110-530-547522	Health, Safety & Hazard		110/15104/CUST#009562		342.86

11327	AMBASSADOR SERVICES LLC	08/07/2024	Regular	0.00	1,952.01	1147370

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
19819	AMERICAN FIRE SYSTEMS, INC	08/07/2024	Regular	0.00	4,845.00	1147371
INV103054	Invoice	06/30/2024	125/14827/PORTER SERVICES/JUNE/MAI	0.00	1,952.01	
125-442-545400		Contract Labor	125/14827/PORTER SERVI		1,952.01	
10006846	Invoice	07/16/2024	125/14913/JOB#35345113/BUILD MAINT	0.00	3,850.00	
125-442-544700		Repair & Replacement	125/14913/JOB#35345113		3,850.00	
10006847	Invoice	07/16/2024	125/14912/JOB#35463997/BUILD MAINT	0.00	995.00	
125-442-544700		Repair & Replacement	125/14912/JOB#35463997		995.00	
18964	ANGELO, VALERIE	08/07/2024	Regular	0.00	29.99	1147372
071824	Invoice	07/18/2024	125/14970/GUN RANGE MEMBERSHIP	0.00	29.99	
125-507-568400		Miscellaneous	125/14970/GUN RANGE M		29.99	
19630	ANTHONY, DELISHIA	08/07/2024	Regular	0.00	302.84	1147373
072924	Invoice	07/29/2024	318/15194/TRAINING/07.22 TO 07.25	0.00	302.84	
318-592-545300		Travel & Training	318/15194/TRAINING/07.		302.84	
T.8502	APPEL FORD MERCURY	08/07/2024	Regular	0.00	4,164.61	1147374
00609	Invoice	06/10/2024	125/14813/REPAIRS UNIT#135/LAW ENF/	0.00	1,236.78	
125-518-536400		Parts and Repairs	125/14813/REPAIRS UNIT#		1,236.78	
170736	Invoice	06/25/2024	125/14862/CUST#WALL77/LAW ENF/PO 4	0.00	303.38	
125-518-536400		Parts and Repairs	125/14862/CUST#WALL77		303.38	
170787	Invoice	07/01/2024	125/14861/CUST#WALL77/LAW ENF/PO 4	0.00	265.38	
125-518-536400		Parts and Repairs	125/14861/CUST#WALL77		265.38	
170849	Invoice	07/09/2024	125/14860/CUST#WALL77/LAW ENF/PO 4	0.00	617.07	
125-518-536400		Parts and Repairs	125/14860/CUST#WALL77		617.07	
170964	Invoice	07/17/2024	125/15190/CUST#WALL77/LAW ENF/PO 4	0.00	135.49	
125-518-536400		Parts and Repairs	125/15190/CUST#WALL77		135.49	
171019	Invoice	07/23/2024	125/15191/CUST#WALL77/LAW ENF/PO 4	0.00	284.85	
125-518-536400		Parts and Repairs	125/15191/CUST#WALL77		284.85	
171040	Invoice	07/24/2024	125/15188/CUST#WALL77/LAW ENF/PO 4	0.00	1,022.68	
125-518-536400		Parts and Repairs	125/15188/CUST#WALL77		1,022.68	
171045	Invoice	07/24/2024	125/15189/CUST#WALL77/LAW ENF/PO 4	0.00	298.98	
125-518-536400		Parts and Repairs	125/15189/CUST#WALL77		298.98	
20778	ARROW MAGNOLIA, INC	08/07/2024	Regular	0.00	227.35	1147375
IV24006100	Invoice	07/16/2024	110/14986/CUST ID#C5610/R&B/PO 421	0.00	227.35	
110-530-568455		Fleet Operations	110/14986/CUST ID#C561		227.35	
10919	ASCO EQUIPMENT	08/07/2024	Regular	0.00	1,192.29	1147376
PSO508491-1	Invoice	06/06/2024	110/14831/CUST#BP0032649/R&B/PO 42	0.00	1,645.68	
110-530-568455		Fleet Operations	110/14831/CUST#BP0032		1,645.68	
PSR021554-1	Credit Memo	06/06/2024	110/14832/CUST#BP0032649/R&B	0.00	-453.39	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
110-530-568455	Fleet Operations		110/14832/CUST#BP0032		-453.39	
10419	BECKENDORFF, JUSTIN	08/07/2024	Regular	0.00	93.80	1147377
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
071824	Invoice	07/18/2024	125/15090/MILEAGE REIMB H-GAC 07.18	0.00	46.90	
125-401-563040	Training & Conf. Exp/Com		125/15090/MILEAGE REIM		46.90	
072624	Invoice	07/26/2024	125/15132/MILEAGE REIMBURSEMENT H	0.00	46.90	
125-401-563040	Training & Conf. Exp/Com		125/15132/MILEAGE REIM		46.90	
21109	BOTEA, BRENDA	08/07/2024	Regular	0.00	100.00	1147378
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
072224	Invoice	07/22/2024	125/15027/SECURITY DEPOSIT/COMM CE	0.00	100.00	
125-210-111510	Security Deposit/Comm C		125/15027/SECURITY DEP		100.00	
16466	BRADSHAW, TIFFANY	08/07/2024	Regular	0.00	350.00	1147379
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
248531	Invoice	07/05/2024	125/14685/REIMB TDCAA REGISTRATION	0.00	350.00	
125-416-563000	Training & Conference Ex		125/14685/REIMB TDCAA		350.00	
10489	BUCKEYE CLEANING CENTER	08/07/2024	Regular	0.00	3,602.65	1147380
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
90595088	Invoice	07/01/2024	125/14802/CUST#30699/SO JAIL/PO 419	0.00	2,807.10	
125-505-564300	Disinfectant and Soap		125/14802/CUST#30699/S		2,807.10	
90597663	Invoice	07/15/2024	125/15196/CUST#30699/SO JAIL/PO 423	0.00	795.55	
125-505-564300	Disinfectant and Soap		125/15196/CUST#30699/S		795.55	
01779	C & G WHOLESALE	08/07/2024	Regular	0.00	7,869.94	1147381
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
22741	Invoice	06/20/2024	125/14805/CUST#W79334/SO JAIL/PO 41	0.00	7,869.94	
125-505-563900	Uniforms		125/14805/CUST#W79334		7,869.94	
16638	CANON FINANCIAL SERVICES. INC	08/07/2024	Regular	0.00	570.26	1147382
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
33837149	Invoice	07/13/2024	125/15195/CONTRACT#DIR-TSO-3101/CO	0.00	570.26	
125-403-581813	Copier/Printer		125/15195/CONTRACT#DI		570.26	
T.9485	CANTRELL, BRIAN	08/07/2024	Regular	0.00	159.90	1147383
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
072524	Invoice	07/25/2024	125/15119/REIMBURSEMENT FOR ZOOM	0.00	159.90	
125-509-562305	Dues and Subscription		125/15119/REIMBURSEM		159.90	
13202	CARDENAS, ROBERT	08/07/2024	Regular	0.00	1,500.00	1147384
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
071024	Invoice	07/10/2024	125/14818/CAUSE#22-09-18293/506TH A	0.00	1,500.00	
125-422-567100	Miscellaneous Court Cost		125/14818/CAUSE#22-09-		1,500.00	
19809	CAVAZOS, ANDRES	08/07/2024	Regular	0.00	100.00	1147385
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
071924	Invoice	07/19/2024	110/14989/REIMBURSEMENT FOR SAFET	0.00	100.00	
110-530-547522	Health, Safety & Hazard		110/14989/REIMBURSEM		100.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
19814	CELLEBRITE INC.	08/07/2024	Regular	0.00	2,448.00	1147386

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
INVUS271687	Invoice	06/26/2024	125/14814/INV#INVUS271687/SO/PO 41	0.00	2,448.00
125-516-568400		Miscellaneous	125/14814/INV#INVUS271		2,448.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18104	CHANEY, GARY W.	08/07/2024	Regular	0.00	161.55	1147387

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
072524	Invoice	07/25/2024	125/15118/REIMBURSEMENT FOR LUNCH	0.00	161.55
125-422-567100		Miscellaneous Court Cost	125/15118/REIMBURSEM		161.55

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.13415	CITY OF PRAIRIE VIEW	08/07/2024	Regular	0.00	31.45	1147388

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
070524	Invoice	07/05/2024	125/15096/ACCT#29001-0010013600/06.	0.00	31.45
125-411-542600		Utilities	125/15096/ACCT#29001-0		31.45

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20756	CLAY'S MORTUARY & CREMATIONS	08/07/2024	Regular	0.00	1,375.00	1147389

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
062024	Invoice	06/20/2024	125/14556/DIRECT CREMATION/CC 07.24	0.00	1,375.00
125-411-561502		Pauper Burial Expense	125/14556/DIRECT CREMA		1,375.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01737	CLEVELAND ASPHALT PRODUCTS CC	08/07/2024	Regular	0.00	19,500.77	1147390

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
28081	Invoice	07/01/2024	110/14674/INV#28081/R&B/PO 41933	0.00	5,997.91
110-530-587505		Road Materials	110/14674/INV#28081/R&		5,997.91
28090	Invoice	07/02/2024	110/14825/INV#28090/R&B/PO 42028	0.00	13,502.86
110-530-587505		Road Materials	110/14825/INV#28090/R&		13,502.86

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20455	COLLIER EQUINE VET SERVICES, PA	08/07/2024	Regular	0.00	370.00	1147391

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
124113-124120	Invoice	07/25/2024	125/15113/INV#124113-124120/ANIMAL	0.00	370.00
125-515-545910		Animal Housing/Care	125/15113/INV#124113-1		370.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01110	CONSOLIDATED COMMUNICATIONS	08/07/2024	Regular	0.00	58.70	1147392

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
072224	Invoice	07/22/2024	125/15211/ACCT#281-391-5565/LIB/07.2	0.00	58.70
125-411-542501		Telephone/Equip & Svc	125/15211/ACCT#281-391		58.70

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
15511	COP STOP	08/07/2024	Regular	0.00	307.50	1147393

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
20741	Invoice	07/16/2024	125/14922/INV#20741/SO/PO 42126	0.00	307.50
125-516-581700		Equipment	125/14922/INV#20741/SO		307.50

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
21058	CORRECTIONAL REHABILITATION SE	08/07/2024	Regular	0.00	3,500.00	1147394

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
072024	Invoice	07/20/2024	125/15093/CAUSE#22-12-18500/506TH A	0.00	3,500.00
125-422-567105		Expert Witness	125/15093/CAUSE#22-12-		3,500.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00484	DELL	08/07/2024	Regular	0.00	2,712.42	1147395

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10762072544	Invoice	07/24/2024	125/15102/CUST#2432847/IT/PO 42153	0.00	2,712.42	
125-441-581700		Equipment		125/15102/CUST#243284	2,712.42	
12321	DEPARTMENT OF INFORMATION RE	08/07/2024	Regular	0.00	452.92	1147396
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
24060823N	Invoice	07/22/2024	125/14966/CUST#PH47000/SO/06.01 TO	0.00	452.92	
125-411-542501		Telephone/Equip & Svc		125/14966/CUST#PH4700	452.92	
20339	DIRECT ENERGY BUSINESS LLC	08/07/2024	Regular	0.00	825.06	1147397
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
116 011 515 550	Invoice	07/11/2024	125/15097/ACCT#21 559 135/RECYCLE/0	0.00	172.56	
125-411-542600		Utilities		125/15097/ACCT#21 559 1	172.56	
116 011 515 551	Invoice	07/11/2024	125/15098/ACCT#21 559 170/LIB/06.09 T	0.00	512.48	
125-411-542600		Utilities		125/15098/ACCT#21 559 1	512.48	
116 011 515 552	Invoice	07/11/2024	110/15099/ACCT#21 559 208/R&B/06.09	0.00	140.02	
110-524-542600		Utilities		110/15099/ACCT#21 559 2	140.02	
17892	DIRECTV, LLC	08/07/2024	Regular	0.00	164.98	1147398
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
057401048X2407	Invoice	07/11/2024	125/15092/ACCT#057401048/SO/PO 421	0.00	164.98	
125-516-568400		Miscellaneous		125/15092/ACCT#057401	164.98	
16099	DISA GLOBAL SOLUTIONS, INC.	08/07/2024	Regular	0.00	295.00	1147399
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2596371	Invoice	07/15/2024	318/14941/ACCT#119487-109356/JUV PR	0.00	295.00	
318-592-530100		Supplies		318/14941/ACCT#119487-	295.00	
17250	DOGGETT HEAVY MACHINERY SERV	08/07/2024	Regular	0.00	9,361.68	1147400
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
X57021	Invoice	07/08/2024	110/14826/ACCT#WALLE001/R&B/PO 41	0.00	9,361.68	
110-530-568455		Fleet Operations		110/14826/ACCT#WALLE0	9,361.68	
10718	DUHON, TREY	08/07/2024	Regular	0.00	631.11	1147401
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
071924	Invoice	07/19/2024	125/14968/TCDRS CONF/07.17 TO 07.19	0.00	561.72	
125-440-563000		Training & Conference Ex		125/14968/TCDRS CONF/0	561.72	
072424	Invoice	07/24/2024	125/15067/REIMBURSEMENT FOR LUNCH	0.00	69.39	
125-401-560800		Equipment & Supplies		125/15067/REIMBURSEM	69.39	
T.8139	EDMONDS INSURANCE AGENCY	08/07/2024	Regular	0.00	95.56	1147402
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
071724-SO	Invoice	07/17/2024	125/14921/REF#LSM1856072/SO/PO 421	0.00	95.56	
125-516-568400		Miscellaneous		125/14921/REF#LSM1856	95.56	
20464	ENTEC PEST MANAGEMENT INC	08/07/2024	Regular	0.00	1,065.00	1147403
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
810149	Invoice	07/03/2024	125/14615/ACCT#1132/BUILD MAINT/PO	0.00	190.00	
125-442-545400		Contract Labor		125/14615/ACCT#1132/B	190.00	
810166	Invoice	07/03/2024	125/14612/ACCT#1135/BUILD MAINT/PO	0.00	125.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-442-545400	Contract Labor		125/14612/ACCT#1135/B		125.00	
810191	Invoice	07/03/2024	125/14614/ACCT#1130/BUILD MAINT/PO	0.00	175.00	
125-442-545400	Contract Labor		125/14614/ACCT#1130/B		175.00	
810208	Invoice	07/03/2024	125/14616/ACCT#1046/BUILD MAINT/PO	0.00	90.00	
125-442-545400	Contract Labor		125/14616/ACCT#1046/B		90.00	
810225	Invoice	07/03/2024	125/14617/ACCT#1134/BUILD MAINT/PO	0.00	125.00	
125-442-545400	Contract Labor		125/14617/ACCT#1134/B		125.00	
810248	Invoice	07/03/2024	125/14618/ACCT#7916/BUILD MAINT/PO	0.00	285.00	
125-442-545400	Contract Labor		125/14618/ACCT#7916/B		285.00	
81084	Invoice	07/03/2024	125/14613/ACCT#4462/BUILD MAINT/PO	0.00	75.00	
125-442-545400	Contract Labor		125/14613/ACCT#4462/B		75.00	

14899	ENTERPRISE FM TRUST	08/07/2024	Regular	0.00	75,978.57	1147404
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
FBN5069352-ANI	Invoice	07/03/2024	125/14965/CUST#576400/ANIMAL CONT	0.00	585.43	
125-515-587523		Fleet Management Lease		125/14965/CUST#576400/	585.43	
FBN5069352-CO	Invoice	07/03/2024	125/14965/CUST#576400/CO JUDGE/PO	0.00	1,081.35	
125-440-587523		Fleet Management Lease		125/14965/CUST#576400/	1,081.35	
FBN5069352-CO	Invoice	07/03/2024	125/14965/CUST#576400/CONST PCT#1/	0.00	25.00	
125-511-587523		Fleet Management Lease		125/14965/CUST#576400/	25.00	
FBN5069352-CO	Invoice	07/03/2024	125/14965/CUST#576400/CONST PCT#2/	0.00	921.92	
125-512-587523		Fleet Management Lease		125/14965/CUST#576400/	921.92	
FBN5069352-CO	Invoice	07/03/2024	125/14965/CUST#576400/CONST PCT#3/	0.00	749.02	
125-513-587523		Fleet Management Lease		125/14965/CUST#576400/	749.02	
FBN5069352-CO	Invoice	07/03/2024	125/14965/CUST#576400/CONST PCT#4/	0.00	973.49	
125-514-587523		Fleet Management Lease		125/14965/CUST#576400/	973.49	
FBN5069352-DA	Invoice	07/03/2024	125/14965/CUST#576400/DA/PO 39497	0.00	514.63	
125-416-587523		Fleet Management Lease		125/14965/CUST#576400/	514.63	
FBN5069352-DIR	Invoice	07/03/2024	125/14965/CUST#576400/DIRECTOR OF P	0.00	876.19	
125-401-587523		Fleet Management Lease		125/14965/CUST#576400/	876.19	
FBN5069352-ENV	Invoice	07/03/2024	125/14965/CUST#576400/ENVIRONMENT	0.00	619.74	
125-443-587523		Fleet Management Lease		125/14965/CUST#576400/	619.74	
FBN5069352-FM	Invoice	07/03/2024	125/14965/CUST#576400/FM/PO 39491	0.00	4,507.09	
125-509-587523		Fleet Management Lease		125/14965/CUST#576400/	4,507.09	
FBN5069352-JP#	Invoice	07/03/2024	125/14965/CUST#576400/JP#2/PO 40655	0.00	1,021.27	
125-419-587523		Fleet Management Lease		125/14965/CUST#576400/	1,021.27	
FBN5069352-JUV	Invoice	07/03/2024	125/14965/CUST#576400/JUV PROB/PO	0.00	1,505.56	
125-506-587523		Fleet Management Lease		125/14965/CUST#576400/	1,505.56	
FBN5069352-R&	Invoice	07/03/2024	110/14965/CUST#576400/R&B/PO 39490	0.00	13,674.06	
110-530-587523		Fleet Management Lease		110/14965/CUST#576400/	13,674.06	
FBN5069352-SO	Invoice	07/03/2024	125/14965/CUST#576400/SO/PO 39487	0.00	48,923.82	
125-516-587523		Fleet Management Lease		125/14965/CUST#576400/	48,923.82	

19802	FORD, RUSSELL	08/07/2024	Regular	0.00	571.44	1147405
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
072424	Invoice	07/24/2024	125/15083/MILEAGE REIMB D-9 LEADERS	0.00	268.60	
125-540-563000		Training & Conference Ex		125/15083/MILEAGE REIM	268.60	
072424-1	Invoice	07/24/2024	25/15061/MILEAGE REIMB AWARD INTER	0.00	96.48	
125-540-563000		Training & Conference Ex		25/15061/MILEAGE REIMB	96.48	
072424-2	Invoice	07/24/2024	125/15060/MILEAGE REIMB TYLA CAMP/	0.00	60.30	
125-540-563000		Training & Conference Ex		125/15060/MILEAGE REIM	60.30	
072424-3	Invoice	07/24/2024	125/15059/MILEAGE REIMB DP JUDGING	0.00	49.58	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-540-563000	Training & Conference Ex		125/15059/MILEAGE REIM		49.58	
072424-4 Invoice	07/24/2024	125/15058/MILEAGE REIMB VALIDATION/		0.00	64.32	
125-540-563000	Training & Conference Ex		125/15058/MILEAGE REIM		64.32	
072424-5 Invoice	07/24/2024	125/15057/MILEAGE REIMB GRIMES AWA		0.00	32.16	
125-540-563000	Training & Conference Ex		125/15057/MILEAGE REIM		32.16	
20318	FORT BEND COUNTY	08/07/2024	Regular	0.00	5,200.00	1147406
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
1367 Invoice	07/01/2024	125/14536/AUTOPSY/CC 07.24.24		0.00	5,200.00	
125-423-540702	Autopsy		125/14536/AUTOPSY/CC 0		5,200.00	
10828	FORT BEND SENIORS MEALS ON WH	08/07/2024	Regular	0.00	40,000.00	1147407
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
4330 Invoice	07/16/2024	125/14910/2023-2024 ALLOCATED BUDG		0.00	40,000.00	
125-411-547315	Ft. Bend Seniors Meals on		125/14910/2023-2024 ALL		40,000.00	
21056	GET U GOIN RV MOBILE SERVICES, L	08/07/2024	Regular	0.00	19,238.25	1147408
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
4722 Invoice	07/24/2024	125/15207/INV#4722/FM		0.00	19,238.25	
241-595-561209	ARP Miscellaneous		125/15207/INV#4722/FM		19,238.25	
21011	GRAPEVINE DCJ, LLCV	08/07/2024	Regular	0.00	125,572.00	1147409
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
305615- Invoice	06/12/2024	125/14201/VIN#6406 & 6407/BUILD MAI		0.00	125,572.00	
125-442-581400	Vehicle		125/14201/VIN#6406 & 6		125,572.00	
20914	H2O PARTNERS INC.	08/07/2024	Regular	0.00	10,972.00	1147410
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
114788 Invoice	06/30/2024	244/15123/INV#114788/MITIGATION		0.00	10,972.00	
244-240-545405	Professional Services		244/15123/INV#114788/		10,972.00	
T.13696	HALFF ASSOCIATES, INC	08/07/2024	Regular	0.00	23,339.00	1147411
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
10123590 Invoice	07/22/2024	110/15066/PROJECT#043476.003		0.00	23,339.00	
110-250-115015	On-Call Engineering Revie		110/15066/PROJECT#0434		23,339.00	
01766	HARDY, CHARLESTON	08/07/2024	Regular	0.00	46.99	1147412
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
071724 Invoice	07/17/2024	125/14934/GUN RANGE MAINTANCE FEE		0.00	6.50	
125-507-568400	Miscellaneous		125/14934/GUN RANGE M		6.50	
071724-2 Invoice	07/17/2024	125/14935/GUN RANGE MEMBERSHIP		0.00	40.49	
125-507-568400	Miscellaneous		125/14935/GUN RANGE M		40.49	
21066	HD SUPPLY, INC.	08/07/2024	Regular	0.00	790.37	1147413
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
809795883 Invoice	06/13/2024	125/14451/ACCT#1875397/BUILD MAINT		0.00	321.94	
125-442-544700	Repair & Replacement		125/14451/ACCT#187539		321.94	
810017475 Invoice	06/14/2024	125/14450/ACCT#1875397/BUILD MAINT		0.00	468.43	
125-442-544700	Repair & Replacement		125/14450/ACCT#187539		468.43	
21066	HD SUPPLY, INC.	08/07/2024	Regular	0.00	707.24	1147414

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
810017467	Invoice	06/14/2024	125/14452/ACCT#1875397/BUILD MAINT	0.00	830.80	
125-442-544700	Repair & Replacement		125/14452/ACCT#187539		830.80	
812841989	Credit Memo	07/02/2024	125/14998/ACCT#1875397/BUILD MAINT	0.00	-35.70	
125-442-544700	Repair & Replacement		125/14998/ACCT#187539		-35.70	
812841997	Credit Memo	07/02/2024	125/14997/ACCT#1875397/BUILD MAINT	0.00	-63.32	
125-442-544700	Repair & Replacement		125/14997/ACCT#187539		-63.32	
812842003	Credit Memo	07/02/2024	125/14996/ACCT#1875397/BUILD MAINT	0.00	-24.54	
125-442-544700	Repair & Replacement		125/14996/ACCT#187539		-24.54	
21038	HILTON GARDEN INN SAN ANTONIO	08/07/2024	Regular	0.00	510.63	1147415
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
CONF# 31060392	Invoice	07/18/2024	125/14971/SOUTHERN SOFTWARE CONF/	0.00	510.63	
125-516-563000	Training & Conference Ex		125/14971/SOUTHERN SO		510.63	
21038	HILTON GARDEN INN SAN ANTONIO	08/07/2024	Regular	0.00	510.63	1147416
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
CONF# 31075993	Invoice	07/19/2024	125/15004/SOUTHERN SOFTWARE/R.WA	0.00	510.63	
125-516-563000	Training & Conference Ex		125/15004/SOUTHERN SO		510.63	
03897	HOMETOWN HARDWARE	08/07/2024	Regular	0.00	914.03	1147417
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
164312/2	Invoice	07/03/2024	125/14609/CUST#149/BUILD MAINT/PO	0.00	133.47	
125-442-544700	Repair & Replacement		125/14609/CUST#149/BUI		133.47	
164515/2	Invoice	07/15/2024	110/15043/CUST#878/R&B/PO 42179	0.00	24.99	
110-530-568455	Fleet Operations		110/15043/CUST#878/R&		24.99	
276120/1	Invoice	07/15/2024	110/15044/CUST#878/R&B/PO 42177	0.00	183.42	
110-530-587505	Road Materials		110/15044/CUST#878/R&		183.42	
276219/1	Invoice	07/17/2024	110/14985/CUST#878/R&B/PO 42156	0.00	572.15	
110-530-568455	Fleet Operations		110/14985/CUST#878/R&		572.15	
21065	HOMEWOOD SUITES BY HILTON MC	08/07/2024	Regular	0.00	527.82	1147418
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
CONF# 94961353	Invoice	07/16/2024	125/14891/TCOLE TRAINING /10.27 TO 1	0.00	527.82	
125-516-563000	Training & Conference Ex		125/14891/TCOLE TRAINI		527.82	
14724	HOUSTON COPIER CONNECTION	08/07/2024	Regular	0.00	487.47	1147419
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
8918	Invoice	03/21/2024	125/12983/INV#8918/CONST PCT#3/PO 4	0.00	414.76	
125-513-581700	Equipment		125/12983/INV#8918/CO		414.76	
8978	Invoice	04/17/2024	125/12995/INV#8978/CONST PCT#3/PO 4	0.00	72.71	
125-513-581700	Equipment		125/12995/INV#8978/CO		72.71	
18523	IMPACT PROMOTIONAL SERVICES, L	08/07/2024	Regular	0.00	420.58	1147420
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
INV88142	Invoice	04/29/2024	132/14829/INV#INV88142/FM	0.00	232.33	
132-509-568400	Miscellaneous		132/14829/INV#INV88142		232.33	
INV94254	Invoice	06/28/2024	132/14803/INV#INV94254/FM	0.00	188.25	
132-509-568400	Miscellaneous		132/14803/INV#INV94254		188.25	
04180	INGRAM LIBRARY SERVICES	08/07/2024	Regular	0.00	11.20	1147421

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
82494837	Invoice	06/25/2024	125/14859/ACCT#2044683/LIB/PO 42079	0.00	11.20	
125-537-535000		Books, Etc	125/14859/ACCT#204468		11.20	
11244	INGRAM, GERALD	08/07/2024	Regular	0.00	175.00	1147422
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
071524	Invoice	07/15/2024	110/14845/TACERA TRAINING/10.29 TO 1	0.00	175.00	
110-524-563000		Training & Conference Ex	110/14845/TACERA TRAINI		175.00	
17787	INTELEPEER HOLDINGS INC.	08/07/2024	Regular	0.00	1,458.22	1147423
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV00182971	Invoice	06/30/2024	125/14815/CUST#SAP-1028436/JUNE	0.00	1,458.22	
125-411-542501		Telephone/Equip & Svc	125/14815/CUST#SAP-102		1,458.22	
18301	INTERSTATE BILLING SERVICE, INC.	08/07/2024	Regular	0.00	1,158.14	1147424
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
S0052027561	Invoice	07/08/2024	110/14823/ACCT#836768/R&B/PO 42026	0.00	92.28	
110-530-568455		Fleet Operations	110/14823/ACCT#836768/		92.28	
S0052037201	Invoice	07/08/2024	110/14824/ACCT#836768/R&B/PO 42024	0.00	1,065.86	
110-530-568455		Fleet Operations	110/14824/ACCT#836768/		1,065.86	
14089	JARVIS TIRE AND WHEEL LLC	08/07/2024	Regular	0.00	7,903.34	1147425
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1021609	Invoice	06/17/2024	125/14801/CUST ID#10213/LAW ENF/PO	0.00	3,609.36	
125-518-536400		Parts and Repairs	125/14801/CUST ID#1021		3,609.36	
1021658	Invoice	06/18/2024	125/14863/CUST ID#10213/LAW ENF/PO	0.00	355.32	
125-518-536400		Parts and Repairs	125/14863/CUST ID#1021		355.32	
1021842	Invoice	06/25/2024	125/14864/CUST ID#10213/LAW ENF/PO	0.00	1,804.80	
125-518-536400		Parts and Repairs	125/14864/CUST ID#1021		1,804.80	
1021875	Invoice	07/01/2024	125/14865/CUST ID#10213/LAW ENF/PO	0.00	1,481.76	
125-518-536400		Parts and Repairs	125/14865/CUST ID#1021		1,481.76	
3025550	Invoice	06/25/2024	110/14794/CUST ID#10212/R&B/PO 4191	0.00	652.10	
110-530-568455		Fleet Operations	110/14794/CUST ID#1021		652.10	
02271	JOHNSTONE SUPPLY	08/07/2024	Regular	0.00	350.91	1147426
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
S4809458.001	Invoice	06/28/2024	125/14807/CUST#40110/BUILD MAINT/P	0.00	350.91	
125-442-544700		Repair & Replacement	125/14807/CUST#40110/B		350.91	
00871	K&H PORTABLE TOILETS INC.	08/07/2024	Regular	0.00	125.00	1147427
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
179104	Invoice	07/01/2024	125/15005/1-10 WEIGH STATION/JUNE	0.00	125.00	
125-411-542600		Utilities	125/15005/1-10 WEIGH ST		125.00	
04505	KATY PRINTERS, INC.	08/07/2024	Regular	0.00	532.40	1147428
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
73985	Invoice	02/26/2024	125/15050/INV#73985/CO CLERK/PO 395	0.00	145.80	
125-403-530200		Supplies and Stationary	125/15050/INV#73985/CO		145.80	
74365	Invoice	06/28/2024	125/15048/INV#74365/CO CLERK/PO 414	0.00	169.70	
125-403-530200		Supplies and Stationary	125/15048/INV#74365/CO		169.70	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
74395	Invoice	07/22/2024	125/15049/INV#74395/CO CLERK/PO 414	0.00	216.90	
125-403-530200	Supplies and Stationary		125/15049/INV#74395/CO		216.90	
21111	KENNEDY, KENDRICK	08/07/2024	Regular	0.00	100.00	1147429
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
071624	Invoice	07/16/2024	110/14990/REIMBURSEMENT FOR SAFET	0.00	100.00	
110-530-547522	Health, Safety & Hazard		110/14990/REIMBURSEM		100.00	
13702	KERN, ROBERT J.	08/07/2024	Regular	0.00	296.96	1147430
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
072424	Invoice	07/24/2024	125/15193/VISITING 06.14;17;28/CCAL A	0.00	296.96	
125-422-567100	Miscellaneous Court Cost		125/15193/VISITING 06.14		296.96	
T.14761	KIMBALL MIDWEST	08/07/2024	Regular	0.00	1,418.63	1147431
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
102372261	Invoice	07/01/2024	125/14657/ACCT#116487/BUILD MAINT/	0.00	129.43	
125-442-544700	Repair & Replacement		125/14657/ACCT#116487/		129.43	
102401292	Invoice	07/11/2024	125/14870/ACCT#116487/BUILD MAINT/	0.00	1,289.20	
125-442-530100	Supplies		125/14870/ACCT#116487/		1,289.20	
19544	KING ARCHITECTURAL CONSULTING	08/07/2024	Regular	0.00	1,989.54	1147432
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
0000036	Invoice	07/03/2024	604/14689/BUSINESS NODE/PAY APP#20/	0.00	1,989.54	
604-604-545405	Professional Services		604/14689/BUSINESS NOD		1,989.54	
04680	LANSDOWNE-MOODY CO., INC.	08/07/2024	Regular	0.00	206.62	1147433
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
IC30176	Invoice	07/02/2024	110/14806/CUST#029314/R&B/PO 41928	0.00	206.62	
110-530-568455	Fleet Operations		110/14806/CUST#029314/		206.62	
01858	LEXIS NEXIS *	08/07/2024	Regular	0.00	101.75	1147434
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
1405624-202406	Invoice	06/30/2024	125/14816/BILLING ID#1405624/JP#4/PO	0.00	101.75	
125-421-581817	Technology Enhancement		125/14816/BILLING ID#14		101.75	
01858	LEXIS NEXIS *	08/07/2024	Regular	0.00	53.50	1147435
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
1405624-202405	Invoice	05/31/2024	125/14817/BILLING ID#1405624/JP#4/PO	0.00	53.50	
125-421-581817	Technology Enhancement		125/14817/BILLING ID#14		53.50	
12678	LOWE'S	08/07/2024	Regular	0.00	266.84	1147436
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
986921	Invoice	06/05/2024	125/14778/ACCT#9900 923652 4/BUILD	0.00	266.84	
125-442-544700	Repair & Replacement		125/14778/ACCT#9900 92		266.84	
11301	MAGNOLIA FUNERAL HOME INC	08/07/2024	Regular	0.00	695.00	1147437
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
062524	Invoice	06/25/2024	125/14439/TRANSPORT/CC 07.24.24	0.00	695.00	
125-423-540705	Transport To Morgue		125/14439/TRANSPORT/C		695.00	
17775	MANDY MILLER LEGAL, PLLC	08/07/2024	Regular	0.00	7,325.00	1147438

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
071924	Invoice	07/19/2024	125/14993/CAUSE#21-10-17765/506TH A	0.00	7,325.00	
125-422-567100		Miscellaneous Court Cost		125/14993/CAUSE#21-10-	7,325.00	
20918	MARCH, MATTHEW	08/07/2024	Regular	0.00	1,464.88	1147439
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
072924	Invoice	07/29/2024	125/15205/MILEAGE REIMB/AGENTS ME	0.00	1,464.88	
125-540-563000		Training & Conference Ex		125/15205/MILEAGE REIM	1,464.88	
13251	MARINO, BRENDA G.	08/07/2024	Regular	0.00	245.99	1147440
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
APRIL 2024	Invoice	07/23/2024	125/15081/MILEAGE REIMBURSEMENT/	0.00	57.88	
125-411-563300		In County Travel		125/15081/MILEAGE REIM	57.88	
JULY 2024	Invoice	07/23/2024	125/15082/MILEAGE REIMBURSEMENT J	0.00	57.88	
125-411-563300		In County Travel		125/15082/MILEAGE REIM	57.88	
JUNE 2024	Invoice	07/23/2024	125/15080/MILEAGE REIMBURSEMENT J	0.00	57.88	
125-411-563300		In County Travel		125/15080/MILEAGE REIM	57.88	
MAY 2024	Invoice	07/23/2024	125/15079/MILEAGE REIMBURSEMENT	0.00	72.35	
125-411-563300		In County Travel		125/15079/MILEAGE REIM	72.35	
19652	MARKHAM INVESTIGATIONS	08/07/2024	Regular	0.00	500.00	1147441
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2897	Invoice	02/29/2024	125/15094/CAUSE#22-07-18221/506TH A	0.00	500.00	
125-422-567103		Indigent Def. Investigatio		125/15094/CAUSE#22-07-	500.00	
21051	MCNEESE PSYCHOLOGICAL SERVICE	08/07/2024	Regular	0.00	1,500.00	1147442
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
003	Invoice	07/10/2024	125/14930/CAUSE#24-03-19108-19110/S	0.00	1,500.00	
125-422-567104		Mental Health/Competen		125/14930/CAUSE#24-03-	1,500.00	
19999	MOFFITT HOLDINGS, LLC	08/07/2024	Regular	0.00	4,000.00	1147443
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
485821	Invoice	07/10/2024	110/14796/INV#485821/R&B/PO 41999	0.00	4,000.00	
110-530-581815		Equipment Rental		110/14796/INV#485821/R	4,000.00	
14942	MUNDY, SHEILA	08/07/2024	Regular	0.00	117.88	1147444
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
071724	Invoice	07/17/2024	125/14933/COURT ADMIN MEMBERSHIP	0.00	75.00	
125-408-568400		Miscellaneous		125/14933/COURT ADMIN	75.00	
072524	Invoice	07/25/2024	125/15117/MILEAGE REIMBURSEMENT G	0.00	42.88	
125-408-543500		Mileage		125/15117/MILEAGE REIM	42.88	
01695	NAPA AUTO PARTS	08/07/2024	Regular	0.00	9,711.70	1147445
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
008400	Invoice	06/24/2024	125/14834/CUST#294/LAW ENF/PO 4206	0.00	333.14	
125-518-536400		Parts and Repairs		125/14834/CUST#294/LA	333.14	
008438	Invoice	06/24/2024	125/14836/CUST#294/LAW ENF/PO 4206	0.00	363.34	
125-518-536400		Parts and Repairs		125/14836/CUST#294/LA	363.34	
008496	Invoice	06/25/2024	125/14835/CUST#294/LAW ENF/PO 4206	0.00	30.23	
125-518-536400		Parts and Repairs		125/14835/CUST#294/LA	30.23	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
008713	Invoice	06/26/2024	125/14838/CUST#294/LAW ENF/PO 4206	0.00	97.17	
125-518-536400	Parts and Repairs		125/14838/CUST#294/LA		97.17	
008717	Invoice	06/26/2024	125/14837/CUST#294/LAW ENF/PO 4206	0.00	35.92	
125-518-536400	Parts and Repairs		125/14837/CUST#294/LA		35.92	
009116	Invoice	07/01/2024	125/14839/CUST#294/LAW ENF/PO 4206	0.00	151.13	
125-518-536400	Parts and Repairs		125/14839/CUST#294/LA		151.13	
009134	Invoice	07/01/2024	125/14842/CUST#294/LAW ENF/PO 4206	0.00	35.16	
125-518-536400	Parts and Repairs		125/14842/CUST#294/LA		35.16	
009137	Invoice	07/01/2024	125/14841/CUST#294/LAW ENF/PO 4206	0.00	193.70	
125-518-536400	Parts and Repairs		125/14841/CUST#294/LA		193.70	
009188	Invoice	07/01/2024	125/14840/CUST#294/LAW ENF/PO 4206	0.00	219.58	
125-518-536400	Parts and Repairs		125/14840/CUST#294/LA		219.58	
009829	Invoice	07/09/2024	125/14843/CUST#294/LAW ENF/PO 4205	0.00	77.54	
125-518-536400	Parts and Repairs		125/14843/CUST#294/LA		77.54	
010044	Invoice	07/10/2024	125/15161/CUST#294/LAW ENF/PO 4231	0.00	118.86	
125-518-536400	Parts and Repairs		125/15161/CUST#294/LA		118.86	
010045	Invoice	07/10/2024	125/15162/CUST#294/LAW ENF/PO 4231	0.00	151.13	
125-518-536400	Parts and Repairs		125/15162/CUST#294/LA		151.13	
010098	Invoice	07/10/2024	125/15160/CUST#294/LAW ENF/PO 4231	0.00	65.94	
125-518-536400	Parts and Repairs		125/15160/CUST#294/LA		65.94	
010254	Invoice	07/11/2024	110/15037/CUST#278/R&B/PO 42180	0.00	9.99	
110-530-568455	Fleet Operations		110/15037/CUST#278/R&		9.99	
010256	Invoice	07/11/2024	110/15038/CUST#278/R&B/PO 42182	0.00	649.00	
110-530-568455	Fleet Operations		110/15038/CUST#278/R&		649.00	
010554	Invoice	07/15/2024	125/15159/CUST#294/LAW ENF/PO 4231	0.00	125.88	
125-518-536400	Parts and Repairs		125/15159/CUST#294/LA		125.88	
010555	Invoice	07/15/2024	125/15158/CUST#294/LAW ENF/PO 4231	0.00	48.00	
125-518-536400	Parts and Repairs		125/15158/CUST#294/LA		48.00	
010595	Invoice	07/15/2024	110/15039/CUST#278/R&B/PO 42183	0.00	5,455.52	
110-530-568455	Fleet Operations		110/15039/CUST#278/R&		5,455.52	
010681	Invoice	07/16/2024	125/15157/CUST#294/LAW ENF/PO 4231	0.00	275.09	
125-518-536400	Parts and Repairs		125/15157/CUST#294/LA		275.09	
010699	Invoice	07/16/2024	125/15155/CUST#149/LAW ENF/PO 4231	0.00	142.19	
125-518-536400	Parts and Repairs		125/15155/CUST#149/LA		142.19	
010702	Invoice	07/16/2024	110/15041/CUST#278/R&B/PO 42186	0.00	18.20	
110-530-568455	Fleet Operations		110/15041/CUST#278/R&		18.20	
010735	Invoice	07/16/2024	125/15156/CUST#294/LAW ENF/PO 4231	0.00	437.22	
125-518-536400	Parts and Repairs		125/15156/CUST#294/LA		437.22	
010741	Invoice	07/16/2024	110/15040/CUST#278/R&B/PO 42185	0.00	186.43	
110-530-568455	Fleet Operations		110/15040/CUST#278/R&		186.43	
010909	Invoice	07/17/2024	125/15152/CUST#294/LAW ENF/PO 4232	0.00	69.02	
125-518-536400	Parts and Repairs		125/15152/CUST#294/LA		69.02	
010931	Invoice	07/18/2024	125/15154/CUST#294/LAW ENF/PO 4231	0.00	40.94	
125-518-536400	Parts and Repairs		125/15154/CUST#294/LA		40.94	
010932	Invoice	07/18/2024	125/15153/CUST#294/LAW ENF/PO 4231	0.00	40.94	
125-518-536400	Parts and Repairs		125/15153/CUST#294/LA		40.94	
010940	Invoice	07/18/2024	110/15042/CUST#278/R&B/PO 42187	0.00	189.87	
110-530-568455	Fleet Operations		110/15042/CUST#278/R&		189.87	
011431	Invoice	07/23/2024	125/15164/CUST#294/LAW ENF/PO 4230	0.00	34.46	
125-518-536400	Parts and Repairs		125/15164/CUST#294/LA		34.46	
011437	Invoice	07/23/2024	125/15163/CUST#294/LAW ENF/PO 4230	0.00	75.17	
125-518-536400	Parts and Repairs		125/15163/CUST#294/LA		75.17	

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011504	Invoice	07/24/2024	125/15165/CUST#294/LAW ENF/PO 4230	0.00	40.94	
125-518-536400	Parts and Repairs		125/15165/CUST#294/LA	40.94		
	Void	08/07/2024	Regular	0.00	0.00	1147446
15090	NETPROTEC LLC	08/07/2024	Regular	0.00	600.00	1147447
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
4244	Invoice	07/22/2024	119/14915/VIDEO MAGISTRATE 07.22 TO	0.00	600.00	
119-429-581817	Technology Enhancement			119/14915/VIDEO MAGIST	600.00	
18826	ODP BUSINESS SOLUTIONS, LLC	08/07/2024	Regular	0.00	1,786.93	1147448
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
372044448001	Invoice	06/28/2024	125/15009/ACCT#30113665/CO CLERK/P	0.00	389.14	
125-403-530200	Supplies and Stationary			125/15009/ACCT#301136	389.14	
373836479001	Invoice	06/27/2024	125/15010/ACCT#30113665/DIST CLERK/	0.00	243.40	
125-417-530200	Supplies and Stationary			125/15010/ACCT#301136	243.40	
373843036001	Invoice	06/26/2024	125/15074/ACCT#30113665/DIST CLERK/	0.00	37.19	
125-417-530200	Supplies and Stationary			125/15074/ACCT#301136	37.19	
374356152001	Invoice	06/27/2024	125/15013/ACCT#30113665/CONST PCT#	0.00	294.18	
125-513-530200	Supplies and Stationary			125/15013/ACCT#301136	294.18	
374356154001	Invoice	07/08/2024	125/15020/ACCT#30113665/CONST PCT#	0.00	127.52	
125-513-530200	Supplies and Stationary			125/15020/ACCT#301136	127.52	
374356155001	Invoice	07/08/2024	125/15019/ACCT#30113665/CONST PCT#	0.00	118.22	
125-513-530200	Supplies and Stationary			125/15019/ACCT#301136	118.22	
374356156001	Invoice	06/27/2024	125/15014/ACCT#30113665/CONST PCT#	0.00	329.99	
125-513-581800	Furniture & Equipment			125/15014/ACCT#301136	329.99	
374356158001	Invoice	06/27/2024	125/15015/ACCT#30113665/CONST PCT#	0.00	52.79	
125-513-530200	Supplies and Stationary			125/15015/ACCT#301136	52.79	
374356158002	Invoice	06/27/2024	125/15016/ACCT#30113665/CONST PCT#	0.00	52.79	
125-513-530200	Supplies and Stationary			125/15016/ACCT#301136	52.79	
375085266001	Invoice	07/03/2024	125/15018/ACCT#30113665/DIST CLERK/	0.00	10.79	
125-417-530200	Supplies and Stationary			125/15018/ACCT#301136	10.79	
375086307001	Invoice	07/03/2024	125/15017/ACCT#30113665/DIST CLERK/	0.00	130.92	
125-417-530200	Supplies and Stationary			125/15017/ACCT#301136	130.92	
20481	ON YOUR WAY STORAGE, LLC	08/07/2024	Regular	0.00	249.00	1147449
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
686	Invoice	07/18/2024	604/14919/RENTAL FOR 3RD FLOOR STOR	0.00	249.00	
604-604-581837	Swing Space			604/14919/RENTAL FOR 3	249.00	
00928	O'REILLY AUTO PARTS	08/07/2024	Regular	0.00	2,155.16	1147450
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
0603-165703	Invoice	06/17/2024	125/14812/ACCT#1804710/LAW ENF/PO	0.00	298.91	
125-518-536400	Parts and Repairs			125/14812/ACCT#180471	298.91	
0603-166276	Invoice	06/20/2024	125/14811/ACCT#1804710/LAW ENF/PO	0.00	428.46	
125-518-536400	Parts and Repairs			125/14811/ACCT#180471	428.46	
0603-166316	Credit Memo	06/20/2024	125/15051/ACCT#1804710/LAW ENF	0.00	-22.00	
125-518-536400	Parts and Repairs			125/15051/ACCT#180471	-22.00	
0603-167079	Invoice	06/24/2024	125/14846/ACCT#1804710/LAW ENF/PO	0.00	113.78	
125-518-536400	Parts and Repairs			125/14846/ACCT#180471	113.78	
0603-167107	Invoice	06/24/2024	125/14847/ACCT#1804710/LAW ENF/PO	0.00	36.34	
125-518-536400	Parts and Repairs			125/14847/ACCT#180471	36.34	
0603-167131	Invoice	06/24/2024	125/14848/ACCT#1804710/LAW ENF/PO	0.00	32.74	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-518-536400	Parts and Repairs		125/14848/ACCT#180471		32.74	
0603-167325	Invoice	06/25/2024	125/14849/ACCT#1804710/LAW ENF/PO	0.00	44.97	
125-518-536400	Parts and Repairs		125/14849/ACCT#180471		44.97	
0603-167385	Invoice	06/26/2024	125/14850/ACCT#1804710/LAW ENF/PO	0.00	100.68	
125-518-536400	Parts and Repairs		125/14850/ACCT#180471		100.68	
0603-167502	Invoice	06/26/2024	125/14851/ACCT#1804710/LAW ENF/PO	0.00	8.83	
125-518-536400	Parts and Repairs		125/14851/ACCT#180471		8.83	
0603-168468	Invoice	07/01/2024	125/14853/ACCT#1804710/LAW ENF/PO	0.00	50.46	
125-518-536400	Parts and Repairs		125/14853/ACCT#180471		50.46	
0603-168481	Invoice	07/01/2024	125/14852/ACCT#1804710/LAW ENF/PO	0.00	15.98	
125-518-536400	Parts and Repairs		125/14852/ACCT#180471		15.98	
0603-168700	Invoice	07/02/2024	125/14854/ACCT#1804710/LAW ENF/PO	0.00	368.62	
125-518-536400	Parts and Repairs		125/14854/ACCT#180471		368.62	
0603-170035	Invoice	07/09/2024	125/14856/ACCT#1804710/LAW ENF/PO	0.00	27.97	
125-518-536400	Parts and Repairs		125/14856/ACCT#180471		27.97	
0603-170045	Invoice	07/09/2024	125/14855/ACCT#1804710/LAW ENF/PO	0.00	24.54	
125-518-536400	Parts and Repairs		125/14855/ACCT#180471		24.54	
0603-170249	Invoice	07/10/2024	125/15142/ACCT#1804710/LAW ENF/PO	0.00	24.38	
125-518-536400	Parts and Repairs		125/15142/ACCT#180471		24.38	
0603-170298	Invoice	07/10/2024	125/14857/ACCT#1804710/LAW ENF/PO	0.00	13.99	
125-518-536400	Parts and Repairs		125/14857/ACCT#180471		13.99	
0603-170455	Invoice	07/11/2024	125/15140/ACCT#1804710/LAW ENF/PO	0.00	7.52	
125-518-536400	Parts and Repairs		125/15140/ACCT#180471		7.52	
0603-170476	Invoice	07/11/2024	125/15141/ACCT#1804710/LAW ENF/PO	0.00	13.41	
125-518-536400	Parts and Repairs		125/15141/ACCT#180471		13.41	
0603-170500	Invoice	07/11/2024	125/15147/ACCT#1804710/LAW ENF/PO	0.00	70.40	
125-518-536400	Parts and Repairs		125/15147/ACCT#180471		70.40	
0603-170550	Invoice	07/11/2024	125/15143/ACCT#1804710/LAW ENF/PO	0.00	106.00	
125-518-536400	Parts and Repairs		125/15143/ACCT#180471		106.00	
0603-171217	Invoice	07/15/2024	125/15139/ACCT#1804710/LAW ENF/PO	0.00	39.10	
125-518-536400	Parts and Repairs		125/15139/ACCT#180471		39.10	
0603-171218	Credit Memo	07/15/2024	125/15148/ACCT#1804710/LAW ENF	0.00	-70.40	
125-518-536400	Parts and Repairs		125/15148/ACCT#180471		-70.40	
0603-171257	Invoice	07/15/2024	125/15144/ACCT#1804710/LAW ENF/PO	0.00	9.18	
125-518-536400	Parts and Repairs		125/15144/ACCT#180471		9.18	
0603-171682	Invoice	07/17/2024	125/15135/ACCT#1804710/LAW ENF/PO	0.00	18.99	
125-518-536400	Parts and Repairs		125/15135/ACCT#180471		18.99	
0603-171713	Invoice	07/17/2024	125/15136/ACCT#1804710/LAW ENF/PO	0.00	14.99	
125-518-536400	Parts and Repairs		125/15136/ACCT#180471		14.99	
0603-171735	Invoice	07/17/2024	125/15138/ACCT#1804710/LAW ENF/PO	0.00	6.48	
125-518-536400	Parts and Repairs		125/15138/ACCT#180471		6.48	
0603-171823	Invoice	07/18/2024	125/15137/ACCT#1804710/LAW ENF/PO	0.00	147.87	
125-518-536400	Parts and Repairs		125/15137/ACCT#180471		147.87	
0603-173032	Invoice	07/24/2024	125/15146/ACCT#1804710/LAW ENF/PO	0.00	146.98	
125-518-536400	Parts and Repairs		125/15146/ACCT#180471		146.98	
0603-173037	Invoice	07/24/2024	125/15145/ACCT#1804710/LAW ENF/PO	0.00	75.99	
125-518-536400	Parts and Repairs		125/15145/ACCT#180471		75.99	
	Void	08/07/2024	Regular	0.00	0.00	1147451
20320	PCN STRATEGIES, INC	08/07/2024	Regular	0.00	2,029.43	1147452

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
18304	Invoice	07/22/2024	125/15107/ACCT#WC5033/SO/PO 42231	0.00	2,029.43	
125-516-581700		Equipment	125/15107/ACCT#WC5033		2,029.43	
17064	PEAN, ROBIN	08/07/2024	Regular	0.00	40.58	1147453
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
071824	Invoice	07/18/2024	125/14969/GUN RANGE TRAINING REIMB	0.00	40.58	
125-507-568400		Miscellaneous	125/14970/GUN RANGE M		40.58	
21042	PEGASUS CHEVROLET LLC.	08/07/2024	Regular	0.00	54,268.75	1147454
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
WALLERCO_001	Invoice	07/26/2024	125/14558/VIN#1351/CC 07.24.2024	0.00	54,268.75	
125-600-581400		Vehicle	125/14558/VIN#1351/CC		54,268.75	
T.9966	PERDUE, BRANDON, FIELDER, COLLI	08/07/2024	Regular	0.00	1,060.09	1147455
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5243	Invoice	07/18/2024	125/14972/ATTY FINES AND FEES/JUNE/J	0.00	1,060.09	
125-210-112974		CAF/JP4	125/14972/ATTY FINES AN		1,060.09	
18525	PETROLEUM TRADERS CORPORATIC	08/07/2024	Regular	0.00	19,940.11	1147456
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2004432	Invoice	07/17/2024	110/14995/ACCT#993264/1/R&B/PO 421	0.00	19,940.11	
110-530-537501		Fuel	110/14995/ACCT#993264/		19,940.11	
17802	PINEDA, MOISES	08/07/2024	Regular	0.00	24.35	1147457
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
072324	Invoice	07/23/2024	125/15073/GUN RANGE MEMBERSHIP	0.00	24.35	
125-507-568400		Miscellaneous	125/15073/GUN RANGE M		24.35	
05897	PINNACLE MEDICAL MANAGEMENT	08/07/2024	Regular	0.00	530.00	1147458
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
108461	Invoice	06/12/2024	110/14833/ACCT#501-WALLER-01/R&B/P	0.00	530.00	
110-530-547522		Health, Safety & Hazard	110/14833/ACCT#501-WA		530.00	
05995	PRECISION PRINTING	08/07/2024	Regular	0.00	209.73	1147459
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
24-1043	Invoice	07/01/2024	125/15131/INV#24-1043/CSCD/PO 40176	0.00	100.11	
125-519-581813		Copier/Printer	125/15131/INV#24-1043/		100.11	
24-1044	Invoice	07/01/2024	125/15130/INV#24-1044/CCAL/PO 42249	0.00	51.61	
125-412-581813		Copier/Printer	125/15130/INV#24-1044/		51.61	
24-1045	Invoice	07/01/2024	125/15129/INV#24-1045/CCAL COURTRO	0.00	20.01	
125-412-581813		Copier/Printer	125/15129/INV#24-1045/		20.01	
24-1048	Invoice	07/01/2024	125/15128/INV#24-1048/JUV PROB/PO 4	0.00	38.00	
125-506-581813		Copier/Printer	125/15128/INV#24-1048/J		38.00	
17688	PRECISION UTILITY, LLC	08/07/2024	Regular	0.00	400.00	1147460
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5079	Invoice	07/01/2024	125/14583/INV#5079/BUILD MAINT/PO 4	0.00	400.00	
125-442-530100		Supplies	125/14583/INV#5079/BUI		400.00	
21125	PYKA, KENNETH	08/07/2024	Regular	0.00	352.00	1147461

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
072324	Invoice	07/23/2024	125/15078/REIMB FOR ALERT TRAINER C	0.00	352.00	
125-516-563000	Training & Conference Ex		125/15078/REIMB FOR AL		352.00	
17649	QUADIENT FINANCE USA INC.	08/07/2024	Regular	0.00	88.66	1147462
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
070724	Invoice	07/07/2024	125/15030/ACCT#7900 0448 6251 3391/	0.00	88.66	
125-411-531400	Postage		125/15030/ACCT#7900 04		88.66	
17650	QUADIENT LEASING USA, INC	08/07/2024	Regular	0.00	74.13	1147463
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
Q1402505	Invoice	07/02/2024	125/14799/CUST#01267789/JP#1/PO 401	0.00	74.13	
125-418-531400	Postage		125/14799/CUST#012677		74.13	
06120	QUILL CORPORATION	08/07/2024	Regular	0.00	664.69	1147464
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
39263602	Invoice	06/25/2024	125/14925/ACCT#6339342/SO/PO 42123	0.00	52.19	
125-516-530200	Supplies and Stationary		125/14925/ACCT#633934		52.19	
39291409	Invoice	06/26/2024	125/14924/ACCT#6339342/SO/PO 42124	0.00	42.91	
125-516-530200	Supplies and Stationary		125/14924/ACCT#633934		42.91	
39670390	Invoice	07/23/2024	125/15110/ACCT#6339342/SO/PO 42293	0.00	569.59	
125-516-530200	Supplies and Stationary		125/15110/ACCT#633934		569.59	
17685	RAMIREZ, ROBERTO	08/07/2024	Regular	0.00	568.34	1147465
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
20240628TRI	Invoice	06/28/2024	125/14828/CASE#23-06-27459/CCAL APP	0.00	568.34	
125-422-566505	Interpreter Services		125/14828/CASE#23-06-2		568.34	
19654	RAY ALLEN MANUFACTURING, LLC	08/07/2024	Regular	0.00	202.95	1147466
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
RINV382668	Invoice	07/03/2024	125/14800/CUST ID#RA146054/SO/PO 42	0.00	202.95	
125-516-530204	K9 Dog Supplies		125/14800/CUST ID#RA14		202.95	
21047	RITE OF PASSGAE, INC.	08/07/2024	Regular	0.00	8,250.00	1147467
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
I-39539	Invoice	06/30/2024	125/14911/INV#I-39539/JUV PROB/PO 41	0.00	8,250.00	
125-507-565510	Long Term Detention (TJJ		125/14911/INV#I-39539/J		8,250.00	
21064	ROBERT ALMONTE LLC	08/07/2024	Regular	0.00	495.00	1147468
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
070224	Invoice	07/02/2024	125/14683/CARTELS AND GANGS SUMMI	0.00	495.00	
125-516-563000	Training & Conference Ex		125/14683/CARTELS AND		495.00	
19516	ROCA CLEANING SERVICES	08/07/2024	Regular	0.00	1,650.00	1147469
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
599694	Invoice	06/24/2024	125/14391/CLEANING 06.19-23/BUILD M	0.00	600.00	
125-442-545400	Contract Labor		125/14391/CLEANING 06.		600.00	
599696	Invoice	07/10/2024	125/14697/CLEANING 06.24-29/BUILD M	0.00	750.00	
125-442-545400	Contract Labor		125/14697/CLEANING 06.		750.00	
599697	Invoice	07/08/2024	125/14698/CLEANING 07.01; 07.07/MAIN	0.00	300.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-442-545400	Contract Labor		125/14698/CLEANING 07.		300.00	
21043	ROYZ WINDOW TINT	08/07/2024	Regular	0.00	3,051.00	1147470
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
NR240355	Invoice	07/12/2024	125/15178/TINT UNIT#162/LAW ENF/PO	0.00	148.00	
125-518-536400	Parts and Repairs		125/15178/TINT UNIT#16		148.00	
NR244350	Invoice	07/12/2024	125/15179/TINT UNIT#154/LAW ENF/PO	0.00	49.00	
125-518-536400	Parts and Repairs		125/15179/TINT UNIT#15		49.00	
PR455200	Invoice	07/12/2024	125/15181/TINT UNIT#169/LAW ENF/PO	0.00	99.00	
125-518-536400	Parts and Repairs		125/15181/TINT UNIT#16		99.00	
PR455308	Invoice	07/12/2024	125/15177/TINT UNIT#166/LAW ENF/PO	0.00	148.00	
125-518-536400	Parts and Repairs		125/15177/TINT UNIT#16		148.00	
PR455348	Invoice	07/12/2024	125/15180/TINT UNIT#167/LAW ENF/PO	0.00	99.00	
125-518-536400	Parts and Repairs		125/15180/TINT UNIT#16		99.00	
RL304138	Invoice	07/12/2024	125/15182/TINT UNIT#180/LAW ENF/PO	0.00	418.00	
125-518-536400	Parts and Repairs		125/15182/TINT UNIT#18		418.00	
RL304150	Invoice	07/12/2024	125/15185/TINT UNIT#181/LAW ENF/PO	0.00	418.00	
125-518-536400	Parts and Repairs		125/15185/TINT UNIT#18		418.00	
RL304160	Invoice	07/12/2024	125/15184/TINT UNIT#182/LAW ENF/PO	0.00	418.00	
125-518-536400	Parts and Repairs		125/15184/TINT UNIT#18		418.00	
RL304169	Invoice	07/12/2024	125/15183/TINT UNIT#183/LAW ENF/PO	0.00	418.00	
125-518-536400	Parts and Repairs		125/15183/TINT UNIT#18		418.00	
RL304175	Invoice	07/12/2024	125/15187/TINT UNIT#184/LAW ENF/PO	0.00	418.00	
125-518-536400	Parts and Repairs		125/15187/TINT UNIT#18		418.00	
RL304176	Invoice	07/12/2024	125/15186/TINT UNIT#185/LAW ENF/PO	0.00	418.00	
125-518-536400	Parts and Repairs		125/15186/TINT UNIT#18		418.00	
01068	RUTLEDGE CRAIN & CO. PC	08/07/2024	Regular	0.00	29,375.00	1147471
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
240701	Invoice	07/29/2024	125/15283/2023 COMPLETION OF AUDIT	0.00	29,375.00	
125-411-540700	Audit		125/15283/2023 COMPLE		29,375.00	
21126	SAMES MOTOR COMPANY, INC.	08/07/2024	Regular	0.00	162,967.50	1147472
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
401675-80	Invoice	07/02/2024	125/14991/INV#401675-80/CC 06.26.202	0.00	162,967.50	
125-600-581400	Vehicle		125/14991/INV#401675-8		162,967.50	
06600	SAN BERNARD ELECTRIC CO-OP	08/07/2024	Regular	0.00	22,252.82	1147473
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
071024	Invoice	07/10/2024	110/14957/ACCT#157708/R&B/06.06 TO	0.00	2,371.20	
110-524-542600	Utilities		110/14957/ACCT#157708/		2,371.20	
071024-1	Invoice	07/10/2024	125/14958/ACCT#722102/JP#3/06.06 TO	0.00	396.94	
125-411-542600	Utilities		125/14958/ACCT#722102/		396.94	
071024-2	Invoice	07/10/2024	125/14959/ACCT#1578201/JP#2/06.06 T	0.00	481.23	
125-411-542600	Utilities		125/14959/ACCT#157820		481.23	
071024-3	Invoice	07/10/2024	110/14960/ACCT#2301403/AREA LIGHT/0	0.00	219.88	
110-524-542600	Utilities		110/14960/ACCT#230140		219.88	
071024-4	Invoice	07/10/2024	110/14961/ACCT#2984100/EQUIP YARD/	0.00	222.26	
110-524-542600	Utilities		110/14961/ACCT#298410		222.26	
071024-5	Invoice	07/10/2024	125/14962/ACCT#4205700/CONST PCT#3	0.00	409.64	
125-411-542600	Utilities		125/14962/ACCT#420570		409.64	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
071024-6	Invoice	07/10/2024	125/14963/ACCT#4205800/CONST PCT#2	0.00	405.65	
125-411-542600	Utilities		125/14963/ACCT#420580		405.65	
071024-7	Invoice	07/10/2024	125/14964/ACCT#4559000/JAIL/06.06 TO	0.00	17,048.82	
125-411-542600	Utilities		125/14964/ACCT#455900		17,048.82	
071924	Invoice	07/19/2024	125/15075/ACCT#4301400/COMM CENT	0.00	697.20	
125-411-542600	Utilities		125/15075/ACCT#430140		697.20	
00711	SARGENT, JOAN	08/07/2024	Regular	0.00	310.08	1147474
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
072024	Invoice	07/20/2024	125/14967/TCDRS CONF/07.17 TO 07.19	0.00	310.08	
125-436-563000	Training & Conference Ex		125/14967/TCDRS CONF/0	310.08		
06680	SCHMIDT FUNERAL HOME	08/07/2024	Regular	0.00	1,125.00	1147475
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
061824	Invoice	06/18/2024	125/14277/TRANSPORT TO FBCME/CC 07	0.00	1,125.00	
125-423-540705	Transport To Morgue		125/14277/TRANSPORT T	1,125.00		
12991	SCREAMING TEE'S 2	08/07/2024	Regular	0.00	320.00	1147476
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
30005	Invoice	07/19/2024	125/15095/ACCT#6627/ANIMAL CONTRO	0.00	320.00	
125-515-563900	Uniforms		125/15095/ACCT#6627/A	320.00		
T.10521	SIRCHIE FINGER PRINT LAB	08/07/2024	Regular	0.00	3,759.87	1147477
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
0650364-IN	Invoice	06/25/2024	125/14798/CUST#00-0077445/SO/PO 41	0.00	3,759.87	
125-516-581700	Equipment		125/14798/CUST#00-0077	3,759.87		
17520	SMARSH INC	08/07/2024	Regular	0.00	29.80	1147478
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
INV-195269	Invoice	06/30/2024	125/14808/ACCT#SA-195269/ARCHIVE JU	0.00	29.80	
125-411-542502	Internet Service		125/14808/ACCT#SA-1952	29.80		
12951	SOUTH TEXAS COUNTY JUDGES' & C	08/07/2024	Regular	0.00	250.00	1147479
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
TCP-20-8115	Invoice	07/25/2024	125/15120/REG FEE JUDGE AND COMM A	0.00	250.00	
125-401-563055	Train & Conf/Director Poli		125/15120/REG FEE JUDG	250.00		
17739	SPARKLIGHT	08/07/2024	Regular	0.00	581.86	1147480
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
070124-COURTH	Invoice	07/01/2024	125/15001/ACCT#139746259/COURTHO	0.00	120.93	
125-411-542502	Internet Service		125/15001/ACCT#139746	120.93		
070124-JP#1	Invoice	07/01/2024	125/15000/ACCT#127057263/JP#1/07.06	0.00	460.93	
125-411-542502	Internet Service		125/15000/ACCT#127057	460.93		
T.12617	STEINHAUSER'S	08/07/2024	Regular	0.00	192.06	1147481
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
33358/6	Invoice	07/16/2024	125/14923/CUST#12211/SO/PO 42125	0.00	79.99	
125-516-530204	K9 Dog Supplies		125/14923/CUST#12211/S	79.99		
33374/6	Invoice	07/19/2024	125/15047/CUST#12211/SO/PO 42184	0.00	42.99	
125-516-530204	K9 Dog Supplies		125/15047/CUST#12211/S	42.99		
33381/6	Invoice	07/23/2024	125/15105/CUST#12211/SO/PO 42234	0.00	10.85	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-516-545911	Estray		125/15105/CUST#12211/S		10.85	
33382/6	Invoice	07/23/2024	125/15106/CUST#12211/SO/PO 42232	0.00	5.74	
125-516-545911	Estray		125/15106/CUST#12211/S		5.74	
33397/6	Invoice	07/25/2024	125/15169/CUST#12211/SO/PO 42303	0.00	52.49	
125-516-530204	K9 Dog Supplies		125/15169/CUST#12211/S		52.49	
18031	STEPHENS & FLOWERS FUNERALS &	08/07/2024	Regular	0.00	1,750.00	1147482
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
0000050	Invoice	06/05/2024	125/14142/DIRECT CREMATION/CC 07.10	0.00	1,750.00	
125-411-561502	Pauper Burial Expense		125/14142/DIRECT CREMA		1,750.00	
T.8593	TEEX	08/07/2024	Regular	0.00	299.00	1147483
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
EH7306027	Invoice	07/16/2024	125/14939/CUST#WAL1304/SO/PO 4211	0.00	299.00	
125-505-563000	Training & Conference Ex		125/14939/CUST#WAL130		299.00	
14805	TEXAS ASSOCIATION OF COUNTIES	08/07/2024	Regular	0.00	275.00	1147484
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
356758	Invoice	07/02/2024	125/15199/CJCA CONF REG/T.DUHON/10.	0.00	275.00	
125-440-563000	Training & Conference Ex		125/15199/CJCA CONF RE		275.00	
T.1777	TEXAS COLLEGE OF PROBATE JUDGE	08/07/2024	Regular	0.00	450.00	1147485
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
2024-METCALF	Invoice	07/17/2024	125/14936/PORBATE CLERK CONF/D.MET	0.00	450.00	
125-403-563000	Training & Conference Ex		125/14936/PORBATE CLER		450.00	
11171	TEXAS COMMISSION ON LAW ENFO	08/07/2024	Regular	0.00	275.00	1147486
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
45075	Invoice	07/16/2024	125/14892/TCOLE TRAINING/J.PAULK/10.	0.00	275.00	
125-516-563000	Training & Conference Ex		125/14892/TCOLE TRAINI		275.00	
01286	TEXAS DEPARTMENT OF STATE HEA	08/07/2024	Regular	0.00	263.52	1147487
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
2022605	Invoice	07/01/2024	125/15065/REMOTE BIRTH ACCESS/JUNE	0.00	263.52	
125-210-112934	ST/Birth Cert/SR		125/15065/REMOTE BIRT		263.52	
21050	TEXAS DRAINAGE, INC.	08/07/2024	Regular	0.00	31,008.00	1147488
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
1	Invoice	07/03/2024	110/14883/PEREGRINE DRIVE/R&B/PO 42	0.00	31,008.00	
110-530-545800	Prof Consult/Flood Plain		110/14883/PEREGRINE DR		31,008.00	
16907	TEXAS GIS FORUM, CMP MANAGEM	08/07/2024	Regular	0.00	400.00	1147489
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
1048	Invoice	07/16/2024	125/14884/GIS CONFERENCE/B.TIEMANN	0.00	400.00	
125-443-563000	Training & Conference Ex		125/14884/GIS CONFEREN		400.00	
21012	TEXAS STAR TRANSPORT, LLC	08/07/2024	Regular	0.00	52,378.88	1147490
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
18920	Invoice	07/12/2024	110/14879/INV#18920/R&B/PO 42069	0.00	3,254.64	
110-530-587505	Road Materials		110/14879/INV#18920/R&		3,254.64	
23852	Invoice	07/18/2024	110/15036/INV#23852/R&B/PO 42176	0.00	1,644.87	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
110-530-587505	Road Materials		110/15036/INV#23852/R&		1,644.87	
24667	Invoice	07/12/2024	110/14878/INV#24667/R&B/PO 42070	0.00	3,235.13	
110-530-587505	Road Materials		110/14878/INV#24667/R&		3,235.13	
24668	Invoice	07/16/2024	110/14874/INV#24668/R&B/PO 42095	0.00	3,214.39	
110-530-587505	Road Materials		110/14874/INV#24668/R&		3,214.39	
24669	Invoice	07/16/2024	110/14978/INV#24669/R&B/PO 42118	0.00	3,204.63	
110-530-587505	Road Materials		110/14978/INV#24669/R&		3,204.63	
24670	Invoice	07/17/2024	110/14983/INV#24670/R&B/PO 42150	0.00	3,254.95	
110-530-587505	Road Materials		110/14983/INV#24670/R&		3,254.95	
24671	Invoice	07/18/2024	110/15033/INV#24671/R&B/PO 42173	0.00	3,217.43	
110-530-587505	Road Materials		110/15033/INV#24671/R&		3,217.43	
24746	Invoice	07/11/2024	110/14880/INV#24746/R&B/PO 42035	0.00	814.05	
110-530-587505	Road Materials		110/14880/INV#24746/R&		814.05	
24747	Invoice	07/12/2024	110/15035/INV#24747/R&B/PO 42175	0.00	3,244.30	
110-530-587505	Road Materials		110/15035/INV#24747/R&		3,244.30	
24748	Invoice	07/15/2024	110/14875/INV#24748/R&B/PO 42094	0.00	3,248.27	
110-530-587505	Road Materials		110/14875/INV#24748/R&		3,248.27	
24749	Invoice	07/16/2024	110/14979/INV#24749/R&B/PO 42116	0.00	3,263.51	
110-530-587505	Road Materials		110/14979/INV#24749/R&		3,263.51	
24750	Invoice	07/17/2024	110/14984/INV#24750/R&B/PO 42149	0.00	3,253.13	
110-530-587505	Road Materials		110/14984/INV#24750/R&		3,253.13	
25071	Invoice	07/12/2024	110/14877/INV#25071/R&B/PO 42071	0.00	1,556.72	
110-530-587505	Road Materials		110/14877/INV#25071/R&		1,556.72	
25073	Invoice	07/16/2024	110/14981/INV#25073/R&B/PO 42119	0.00	3,057.32	
110-530-587505	Road Materials		110/14981/INV#25073/R&		3,057.32	
25074	Invoice	07/17/2024	110/14982/INV#25074/R&B/PO 42152	0.00	3,032.61	
110-530-587505	Road Materials		110/14982/INV#25074/R&		3,032.61	
25075	Invoice	07/18/2024	110/15034/INV#25075/R&B/PO 42174	0.00	3,035.05	
110-530-587505	Road Materials		110/15034/INV#25075/R&		3,035.05	
25172	Invoice	07/12/2024	110/14876/INV#25172/R&B/PO 42072	0.00	1,517.99	
110-530-587505	Road Materials		110/14876/INV#25172/R&		1,517.99	
25175	Invoice	07/15/2024	110/14873/INV#25175/R&B/PO 42096	0.00	3,042.08	
110-530-587505	Road Materials		110/14873/INV#25175/R&		3,042.08	
25176	Invoice	07/16/2024	110/14980/INV#25176/R&B/PO 42120	0.00	2,287.81	
110-530-587505	Road Materials		110/14980/INV#25176/R&		2,287.81	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18039	THE HISTORIC MENGER HOTEL	08/07/2024	Regular	0.00	1,263.67	1147491

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
CONF# L7T4TD25	Invoice	07/02/2024	125/14669/CARTELS & GANG	SUMMIT/A. 0.00	845.20
125-516-563000		Training & Conference Ex		125/14669/CARTELS & GA	845.20
CONF# L7T4TDBP	Invoice	08/07/2024	125/14937/CLERK PROBATE	CONF/D.MET 0.00	418.47
125-403-563000		Training & Conference Ex		125/14937/CLERK PROBAT	418.47

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01931	THE HOME DEPOT	08/07/2024	Regular	0.00	1,560.76	1147492

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
2612441	Invoice	07/03/2024	125/14790/ACCT#6035 3225	3190 5598/ 0.00	900.97
125-442-544700		Repair & Replacement		125/14790/ACCT#6035 32	900.97
4613958	Invoice	06/11/2024	125/14790/ACCT#6035 3225	3190 5598/ 0.00	120.76
125-442-544700		Repair & Replacement		125/14790/ACCT#6035 32	120.76
612866	Invoice	06/05/2024	125/14790/ACCT#6035 3225	3190 5598/ 0.00	183.44
125-442-544700		Repair & Replacement		125/14790/ACCT#6035 32	183.44
8044360	Invoice	06/27/2024	125/14790/ACCT#6035 3225	3190 5598/ 0.00	355.59

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-442-530100	Supplies		125/14790/ACCT#6035 32		355.59	
21005	THE RANDLE LAW OFFICE	08/07/2024	Regular	0.00	20,439.18	1147493
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
6087	Invoice	06/04/2024	125/13912/INV#6087/CC 07.10.2024	0.00	9,015.79	
125-411-540300	Legal		125/13912/INV#6087/CC		9,015.79	
6157	Invoice	07/03/2024	125/14668/INV#6157/CC 07.24.2024	0.00	11,423.39	
125-411-540300	Legal		125/14668/INV#6157/CC		11,423.39	
21001	THOMPSON CONSULTING SERVICES	08/07/2024	Regular	0.00	38,853.13	1147494
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
2401500101	Invoice	07/12/2024	110/14773/DEBRIS MONITORING/06.06 T	0.00	38,853.13	
110-530-569311	DR-4781 Texas Severe Sto		110/14773/DEBRIS MONIT		38,853.13	
01515	TOSHIBA AMERICA BUSINESS SOLUT	08/07/2024	Regular	0.00	186.16	1147495
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
5030171529	Invoice	06/08/2024	125/14866/CUST#3008616037/CCAL/PO	0.00	186.16	
125-412-581813	Copier/Printer		125/14866/CUST#300861		186.16	
18463	TRACK GROUP AMERICAS, INC	08/07/2024	Regular	0.00	241.50	1147496
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
38385	Invoice	06/30/2024	318/14942/INV#38385/JUV PROB/PO 421	0.00	241.50	
318-592-530100	Supplies		318/14942/INV#38385/JU		241.50	
17680	TRINICOM COMMUNICATIONS. LLC	08/07/2024	Regular	0.00	421.09	1147497
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
56639	Invoice	08/01/2024	125/15127/JUSTICE CENTER/AUGUST	0.00	243.44	
125-411-542501	Telephone/Equip & Svc		125/15127/JUSTICE CENTE		243.44	
56640	Invoice	08/01/2024	125/15126/FAX LINE/CCAL#2/AUGUST	0.00	45.68	
125-411-542501	Telephone/Equip & Svc		125/15126/FAX LINE/CCAL		45.68	
56641	Invoice	08/01/2024	125/15125/FAX LINE/JUSTICE CENTER/AU	0.00	131.97	
125-411-542501	Telephone/Equip & Svc		125/15125/FAX LINE/JUSTI		131.97	
18352	TRINITY SERVICES GROUP INC.	08/07/2024	Regular	0.00	10,340.78	1147498
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
3033500233	Invoice	06/14/2024	125/15045/CUST#F303350000/SO/PO 42	0.00	79.48	
125-505-564300	Disinfectant and Soap		125/15045/CUST#F303350		79.48	
3033500240	Invoice	07/19/2024	125/15046/CUST#F303350000/INMATE	0.00	4,616.68	
125-505-563800	Groceries		125/15046/CUST#F303350		4,616.68	
3033500241	Invoice	07/26/2024	125/15171/CUST#F303350000/INMATE	0.00	4,537.97	
125-505-563800	Groceries		125/15171/CUST#F303350		4,537.97	
3033500242	Invoice	07/26/2024	125/15170/CUST#F303350000/SO/PO 42	0.00	1,106.65	
125-505-563800	Groceries		125/15170/CUST#F303350		1,106.65	
21155	TRU BY HILTON PFLUGERVILLE	08/07/2024	Regular	0.00	150.61	1147499
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
CONF# 31123492	Invoice	07/31/2024	125/15276/EUTHANASIA TRAINING/J.MIL	0.00	150.61	
125-516-563000	Training & Conference Ex		125/15276/EUTHANASIA T		150.61	
T.7358	ULINE SHIPPING SUPPLY	08/07/2024	Regular	0.00	233.91	1147500

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
180438807	Invoice	07/11/2024	125/15192/CUST#5647125/SO JAIL/PO 4	0.00	233.91	
125-505-564300		Disinfectant and Soap		125/15192/CUST#564712	233.91	
T.11179	UNITED AG & TURF	08/07/2024	Regular	0.00	137.97	1147501
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
13095296	Invoice	02/13/2024	110/14987/ACCT#96122/R&B/PO 42112	0.00	137.97	
110-530-568455		Fleet Operations		110/14987/ACCT#96122/R	137.97	
19987	UTILITY ASSOCIATES INC	08/07/2024	Regular	0.00	99,622.46	1147502
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
45594	Invoice	06/17/2024	192/15054/CUST#WALLER COUNTY TX	0.00	25,327.62	
192-489-581814		Fed Forf Equipment		192/15054/CUST#WALLER	25,327.62	
45632	Invoice	06/17/2024	125/15109/CUST#WALLER COUNTY TX/C	0.00	74,294.84	
125-600-581400		Vehicle		125/15109/CUST#WALLER	74,294.84	
19448	VERIZON	08/07/2024	Regular	0.00	299.00	1147503
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9968790897	Invoice	07/10/2024	125/15064/ACCT#842540596-00001/CC T	0.00	299.00	
125-411-542502		Internet Service		125/15064/ACCT#842540	299.00	
12617	VERIZON	08/07/2024	Regular	0.00	200.01	1147504
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9968611698	Invoice	07/09/2024	125/15062/ACCT#321907708-00001/CON	0.00	200.01	
125-512-581816		Air Card/Wireless		125/15062/ACCT#321907	200.01	
12608	VERIZON	08/07/2024	Regular	0.00	648.09	1147505
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9968006806-COU	Invoice	07/01/2024	125/15063/ACCT#721942531-00001/COU	0.00	78.21	
125-411-542505		County Cell Phone		125/15063/ACCT#721942	78.21	
9968006806-EA	Invoice	07/01/2024	125/15063/ACCT#721942531-00001/EA/	0.00	569.88	
125-434-581816		Air Card/Wireless		125/15063/ACCT#721942	569.88	
17789	VICTORY SUPPLY, LLC	08/07/2024	Regular	0.00	3,426.96	1147506
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV100575	Invoice	07/16/2024	125/14926/CUST#1008 WALLER COUNTY	0.00	1,186.56	
125-505-564600		Inmate Clothing		125/14926/CUST#1008 W	1,186.56	
INV100822	Invoice	07/22/2024	125/15114/CUST#1008 WALLER COUNTY	0.00	2,016.00	
125-505-568400		Miscellaneous		125/15114/CUST#1008 W	2,016.00	
INV100823	Invoice	07/22/2024	125/15115/CUST#1008 WALLER COUNTY	0.00	224.40	
125-505-564600		Inmate Clothing		125/15115/CUST#1008 W	224.40	
T.9133	WALLER COUNTY ASPHALT, INC.	08/07/2024	Regular	0.00	19,846.05	1147507
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
27590	Invoice	07/16/2024	110/14976/INV#27590/R&B/PO 42110	0.00	6,332.55	
110-530-587505		Road Materials		110/14976/INV#27590/R&	6,332.55	
27605	Invoice	07/18/2024	110/14977/INV#27605/R&B/PO 42147	0.00	13,513.50	
110-530-587505		Road Materials		110/14977/INV#27605/R&	13,513.50	
T.4992	WALLER COUNTY DISTRICT ATTORN	08/07/2024	Regular	0.00	312.75	1147508

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
071124	Invoice	07/11/2024	125/14938/FORFEITURE CAUSE#22-12-18	0.00	312.75	
125-000-422056	Bail Bond Board Fees		125/14938/FORFEITURE C		312.75	
T.4992	WALLER COUNTY DISTRICT ATTORN	08/07/2024	Regular	0.00	107.45	1147509
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
072524	Invoice	07/25/2024	125/15111/FORFEITURE CAUSE#22-09-18	0.00	107.45	
125-000-422056	Bail Bond Board Fees		125/15111/FORFEITURE C		107.45	
T.4992	WALLER COUNTY DISTRICT ATTORN	08/07/2024	Regular	0.00	64.30	1147510
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
072524-1	Invoice	07/25/2024	125/15112/FORFEITURE CAUSE#22-06-18	0.00	64.30	
125-000-422056	Bail Bond Board Fees		125/15112/FORFEITURE C		64.30	
T.10401	WALLER COUNTY PAINT & BODY SH	08/07/2024	Regular	0.00	9,274.18	1147511
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
050724	Invoice	05/07/2024	125/15166/TOWING UNIT#108/LAW ENF/	0.00	95.00	
125-518-536400	Parts and Repairs		125/15166/TOWING UNIT		95.00	
050724-1	Invoice	05/07/2024	125/15167/TOWING UNIT#PR002/LAW E	0.00	154.00	
125-518-536400	Parts and Repairs		125/15167/TOWING UNIT		154.00	
061324	Invoice	06/13/2024	110/14821/TOWING VIN#8098/R&B/PO 4	0.00	85.00	
110-530-568455	Fleet Operations		110/14821/TOWING VIN#		85.00	
49711	Invoice	07/17/2024	110/15056/REPAIRS UNIT#RB0108/R&B/P	0.00	687.99	
110-530-568455	Fleet Operations		110/15056/REPAIRS UNIT#		687.99	
50004	Invoice	07/09/2024	125/15174/INSPECTION UNIT#FM005/LA	0.00	7.00	
125-518-536400	Parts and Repairs		125/15174/INSPECTION U		7.00	
50059	Invoice	07/16/2024	125/15151/REPAIRS UNIT#321/LAW ENF/	0.00	70.08	
125-518-536400	Parts and Repairs		125/15151/REPAIRS UNIT#		70.08	
50074	Invoice	07/22/2024	125/15149/REPAIRS UNIT#306/LAW ENF/	0.00	697.54	
125-518-536400	Parts and Repairs		125/15149/REPAIRS UNIT#		697.54	
50129	Invoice	07/23/2024	125/15150/INSPECTION UNIT#153/LAW E	0.00	7.00	
125-518-536400	Parts and Repairs		125/15150/INSPECTION U		7.00	
696-24	Invoice	06/03/2024	125/14872/REPAIRS UNIT#130/LAW ENF/	0.00	7,470.57	
125-518-536400	Parts and Repairs		125/14872/REPAIRS UNIT#		7,470.57	
16216	WE BRAND IT PROMOTIONS	08/07/2024	Regular	0.00	139.00	1147512
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
54441	Invoice	06/26/2024	110/14975/INV#54441/R&B/PO 42111	0.00	139.00	
110-524-530500	Office & Drafting Supplies		110/14975/INV#54441/R&		139.00	
21059	WILLIAMS, LACONYA	08/07/2024	Regular	0.00	100.00	1147513
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
071724	Invoice	07/17/2024	125/14916/SECURITY DEPOSIT/COMM CE	0.00	100.00	
125-210-111510	Security Deposit/Comm C		125/14916/SECURITY DEP		100.00	
08900	XEROX CORPORATION	08/07/2024	Regular	0.00	2,937.18	1147514
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
021607501	Invoice	07/01/2024	125/14944/CUST#715343448/JP#3/PO 40	0.00	206.66	
125-420-581813	Copier/Printer		125/14944/CUST#715343		206.66	
021607502	Invoice	07/01/2024	125/14952/CUST#719463366/EXT/PO 40	0.00	175.81	

Check Register **Packet: APPKT06439-COMM CRT 08/07/2024**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-540-581813		Copier/Printer	125/14952/CUST#719463		175.81	
021607504	Invoice	07/01/2024	125/14946/CUST#724586276/AUDITOR/P	0.00	200.07	
125-435-581813		Copier/Printer	125/14946/CUST#724586		200.07	
021607505	Invoice	07/01/2024	125/14956/CUST#724590047/CO CLERK/	0.00	148.35	
125-403-581813		Copier/Printer	125/14956/CUST#724590		148.35	
021607506	Invoice	07/01/2024	125/14943/CUST#725635395/DIST CLERK	0.00	313.11	
125-417-581813		Copier/Printer	125/14943/CUST#725635		313.11	
021607513	Invoice	07/01/2024	125/14949/CUST#725842496/DIST CLERK	0.00	274.14	
125-417-581813		Copier/Printer	125/14949/CUST#725842		274.14	
021607514	Invoice	07/01/2024	125/14948/CUST#725924823/ANNEX CO	0.00	172.65	
125-403-581813		Copier/Printer	125/14948/CUST#725924		172.65	
021607515	Invoice	07/01/2024	125/14950/CUST#725949234/ANNEX DIS	0.00	181.97	
125-417-581813		Copier/Printer	125/14950/CUST#725949		181.97	
021607516	Invoice	07/01/2024	125/14947/CUST#726027444/506TH/PO	0.00	284.16	
125-408-581813		Copier/Printer	125/14947/CUST#726027		284.16	
021607517	Invoice	07/01/2024	125/15053/CUST#726565070/SO/PO 392	0.00	198.96	
125-516-581813		Copier/Printer	125/15053/CUST#726565		198.96	
021607518	Invoice	07/01/2024	125/14954/CUST#726755689/SO JAIL/PO	0.00	237.01	
125-505-581813		Copier/Printer	125/14954/CUST#726755		237.01	
021607519	Invoice	07/01/2024	125/14955/CUST#726755697/SO JAIL/PO	0.00	361.34	
125-505-581813		Copier/Printer	125/14955/CUST#726755		361.34	
021607520	Invoice	07/01/2024	125/14951/CUST#726797574/CCAL#2/PO	0.00	182.95	
125-430-581813		Copier/Printer	125/14951/CUST#726797		182.95	

10402	ZAVALA, IRMA	08/07/2024	Regular	0.00	1,090.00	1147515
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
24-0717	Invoice	07/11/2024	125/15003/INV#24-0717/CCAL#2 APPRO	0.00	545.00	
125-422-566505		Interpreter Services	125/15003/INV#24-0717/		545.00	
24-0720	Invoice	07/18/2024	125/15133/INTERPRETER 07.18.2024/506	0.00	545.00	
125-422-566505		Interpreter Services	125/15133/INTERPRETER		545.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	366	151	0.00	1,043,079.78
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	366	**153**	**0.00**	**1,043,079.78**

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	8/2024	1,043,079.78
			1,043,079.78

Check Register

Waller County, TX

Packet: APPKT06449 - COMM CRT ADD 08-07-24

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
00587	BICKERSTAFF HEATH DELGADO ACO	08/07/2024	Regular	0.00	115.00	1147518

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
123592	Invoice	05/31/2024	125/14146/CLIENT# 00101S/CC 07.10.20	0.00	115.00
125-411-540300		Legal		125/14146/CLIENT# 00101	115.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
14921	SEDALCO, INC	08/07/2024	Regular	0.00	6,583.00	1147519

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
12401	Invoice	05/31/2024	125/14067/APPLICATION # 4/ CC 07.10.2	0.00	6,583.00
125-600-581620		Justice Center Modular B		125/14067/APPLICATION #	6,583.00

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	6,698.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	**2**	**0.00**	**6,698.00**

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	8/2024	6,698.00
			6,698.00

PERMIT TO CONSTRUCT UTILITY
IN WALLER COUNTY RIGHT-OF-WAY

ROAD: **Rock Island Rd**

DATE: **07/23/2024**

To: San Bernard Electric Cooperative, Inc.
Jason Beaman
P O Box 1208
Bellville, Tx 7741
Permit # 24.UP.025

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **08/08/2024** is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Court Commission may designate the place along the right-of-way where such lines shall be constructed.

2. Emplacement of buried lines shall be a minimum of 36 inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County.

3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked or bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original condition. Any variance to these requirements shall have the Commissioners' Court approval.

4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.

5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.

6. The Court Commission may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner Jones, duly seconded by Commissioner Smith, that the above and foregoing request be and the same is hereby approved, with all members present voting in favor and 0 members present voting opposed. The County Engineer is authorized to comply with the above requests.

August 7, 2024
Date

Debbie Hollan
Debbie Hollan, County Clerk

Deputy

24.UP.025

Item 9.

NOTICE OF PROPOSED UTILITY WORK IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that San Bernard Electric Cooperative, Inc. (utility contractor) proposes to place a

1 guy wire within the right-of-way of Rock Island Rd. (street) as follows:

Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.

1 guy wire 4' on county R.O.W.

The Guy wire will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws. Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch 251).

The location and description of the proposed work and appurtenances is more fully shown by a PDF drawing and traffic control attached to this notice.

Construction is proposed to begin on or after the 6th day of August, 2024.

Firm: San Bernard Electric Cooperative, Inc.

Address: PO Box 1208

By: Jason Beaman

Bellville, Texas 77418

Signature:

Phone: 979-865-3111

Title: Right of Way Agent

Email: jbeaman@sbec.org

APPROVAL

This application is hereby approved subject to the following understandings and restrictions:

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice.

This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners. Permit shall be effective upon acceptance date of Formal Notice presentation in Commissioners Court, for a duration of one (1) year, with the opportunity of a six (6) month extension after a written request is sent and approved by the County Engineer.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

County Engineer or Road Administrator

7-23-24

Date

Traffic Controls Required: Y (N) RPC

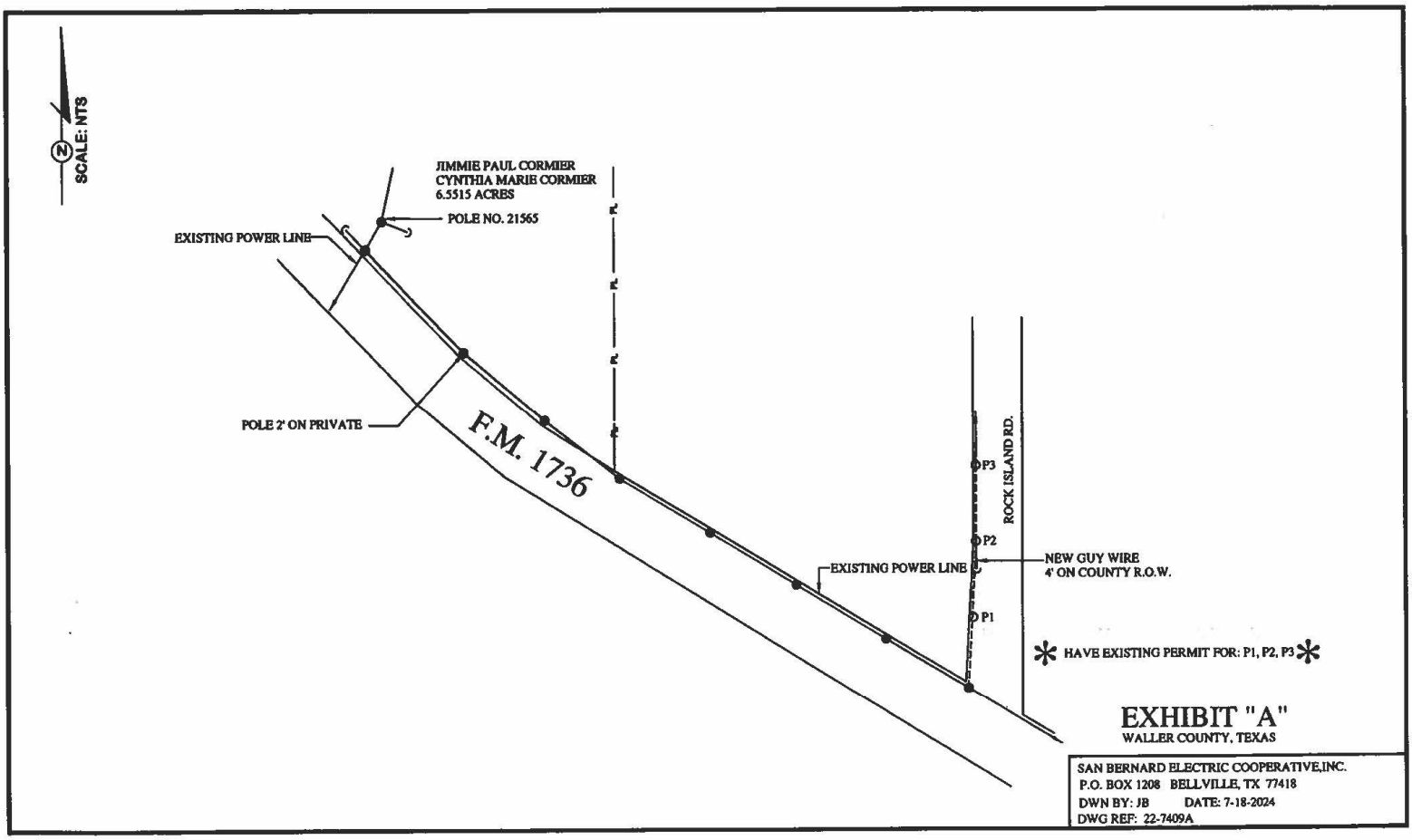
Traffic Controls Reviewed By:

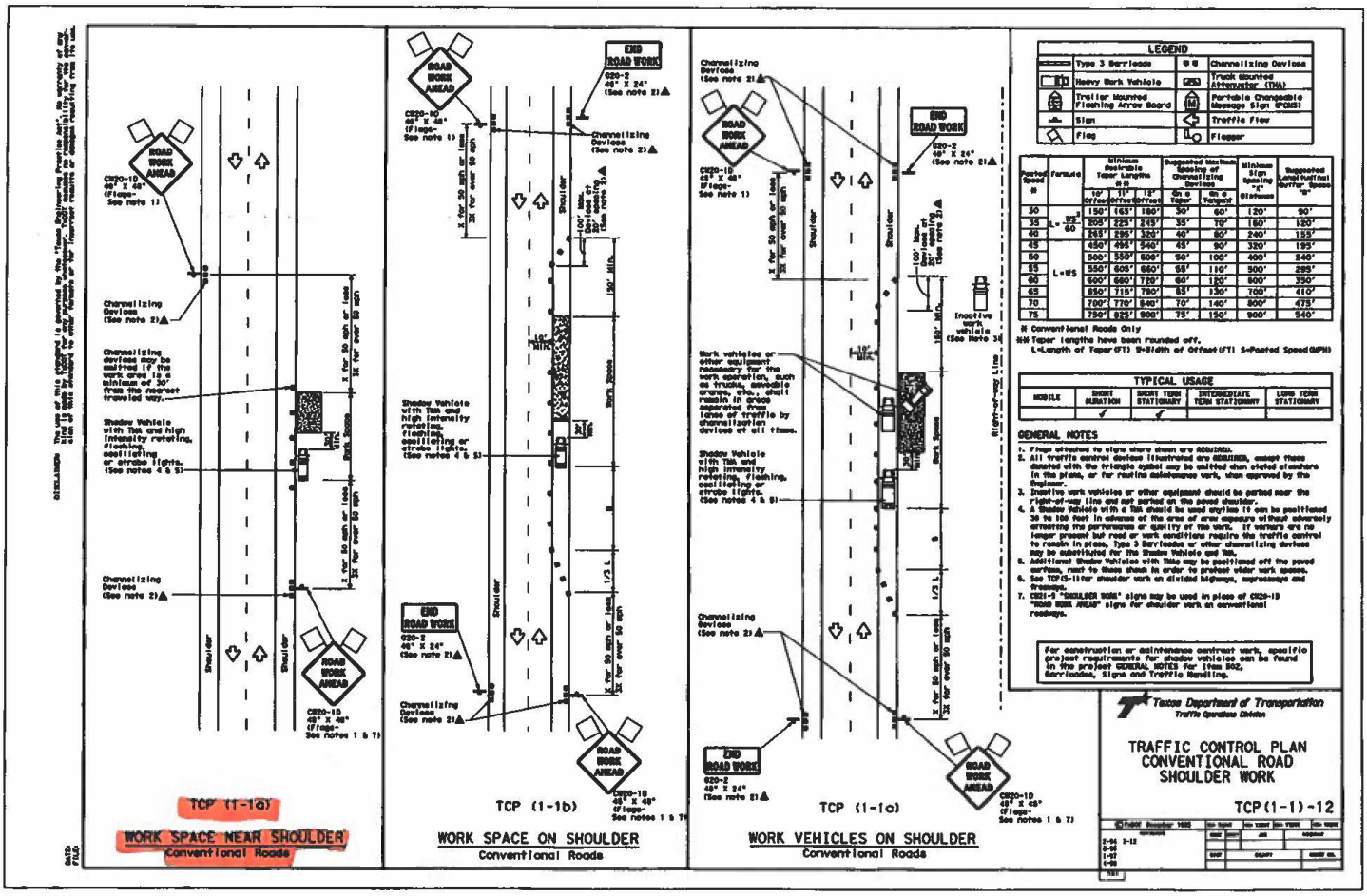
Bond: Y (N) Bond Amount ($):

Floodplain Dev. Permit Required: Y (N)

Permit #: Precinct: 4

R&B Inspector: ROBERT J.F. GOODSPEED


SCALE: NTS
JIMMIE PAUL CORMIER
CYNTHIA MARIE CORMIER
6.5515 ACRES
POLE NO. 21565
EXISTING POWER LINE
POLE 2' ON PRIVATE
F.M. 1736
P3
P2
P1
ROCK ISLAND RD.
EXISTING POWER LINE
NEW GUY WIRE
4' ON COUNTY R.O.W.
* HAVE EXISTING PERMIT FOR: P1, P2, P3 *
EXHIBIT "A"
WALLER COUNTY, TEXAS
SAN BERNARD ELECTRIC COOPERATIVE,INC.
P.O. BOX 1208 BELLVILLE, TX 77418
DWN BY: JB DATE: 7-18-2024
DWG REF: 22-7409A


TCP (1-1a)
WORK SPACE NEAR SHOULDER
Conventional Roads
TCP (1-1b)
WORK SPACE ON SHOULDER
Conventional Roads
TCP (1-1c)
WORK VEHICLES ON SHOULDER
Conventional Roads
LEGEND
GENERAL NOTES
TYPICAL USAGE
Texas Department of Transportation
TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK
TCP(1-1)-12

NOTICE OF RECEIPT OF APPLICATION BY COMMISSIONERS' COURT TO REVISE A SUBDIVISION PLAT FILED FOR RECORD WITH THE COUNTY CLERK

APPLICATION: Katy Independent School District, owner(s), are requesting to be allowed to revise Crystal Vista Drive south extension, Final Plat of Sunterra Shores Drive Street Dedication Section 2, File No. 2110191, Waller County Plat Records. The revision will abandon the south extension of Crystal Vista Drive to allow the Katy Independent School District Elementary School No. 48 main entrance and exit driveway direct access to Sunterra Shores Drive. The abandonment of the south extension of Crystal Vista is required under the City of Houston Chapter 42 Sections 129(d) and 134. The new configuration will create a single Restricted Reserve. Katy ISD Elementary No. 48 is situated in the H.&T.C. R.R. Co. Survey, Abstract No. 201, Waller County, Texas recorded under Waller County Clerk's Filer Number 2216035.

This replat request, if approved, will only revise the applicant's property.

PUBLIC HEARING: A public hearing will be held during the regular session of Commissioners' Court on September 4, 2024 at 9:00am at the Joe Kuciemba Annex, 425 FM 1488., Hempstead, Texas, 77445.

PERMIT TO CONSTRUCT UTILITY IN WALLER COUNTY RIGHT-OF-WAY

ROAD: **Jordan Ranch Blvd**

DATE: **7/09/2024**

To: Andrea Pickens
[CenterPoint Energy Gas]
1111 Louisiana, Suite 1060
Houston, TX 70002
Permit # 24.UP.021

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **08/01/2024** is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Court Commission may designate the place along the right-of-way where such lines shall be constructed.

2. Emplacement of buried lines shall be a minimum of 36 inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County.

3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked or bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original condition. Any variance to these requirements shall have the Commissioners' Court approval.

4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.

5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.

6. The Court Commission may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner Jones, duly seconded by Commissioner Smith, that the above and foregoing request be and the same is hereby approved, with all members present voting in favor and 0 members present voting opposed. The County Engineer is authorized to comply with the above requests.

August 7, 2024
Date

Debbie Hollan
Debbie Hollan, County Clerk

Deputy

24.UP.021

Item 11.

Waller County Road & Bridge Department
775 Business 290 East
Hempstead, Texas
(979) 826-7670 Date: 7/9/2024

NOTICE OF PROPOSED UTILITY WORK IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that CenterPoint Energy Gas (utility contractor) proposes to place a 2" IP PLA MAIN within the right-of-way of Jordan Ranch Blvd (street) as follows: *Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.*

Propose to install 266' of 2" IP PLA MAIN gas.

(see attached drawing)

The gas installation will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws.

Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch 251).

The location and description of the proposed work and appurtenances is more fully shown by three (3) copies of drawings attached to this notice.

Construction is proposed to begin on or after the 1st day of August 2024.

Firm: CenterPoint Energy

By: Andrea Pickens

Signature: Andrea Pickens

Title: Engineering Support Rep

Address: 1111 Louisiana, Houston, TX, 77002
Suite 1060

Phone: 713-207-4246

Fax:

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice,.

This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

County Engineer or Road Administrator

7-17-24
Date

Traffic Controls Required: (Y) N
Traffic Controls Reviewed By: RJRG
Bond: Y (N) Bond Amount ($): —
Floodplain Dev. Permit Required: Y (N)
Permit #: _____ Precinct #: 4
R&B Inspector: ROBERT J.P. GOODSPEED

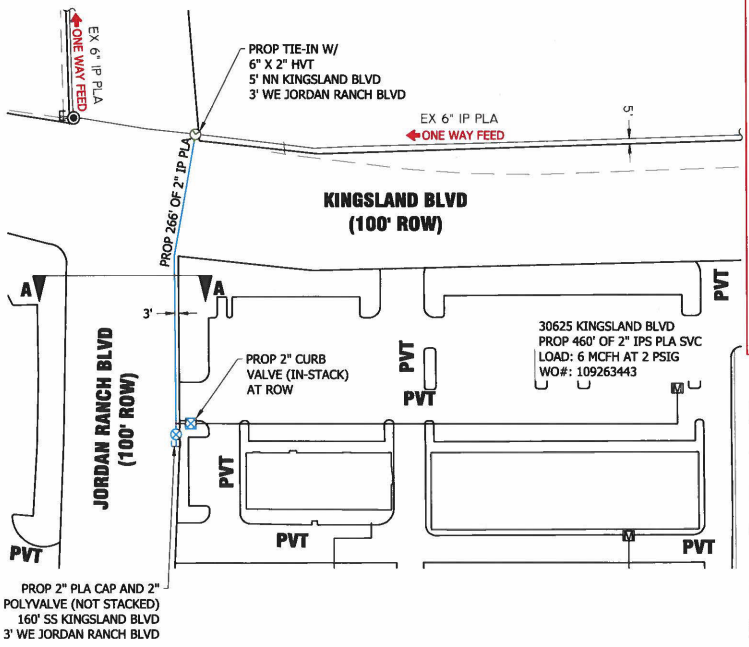
DRAFTER: AR 06/28/2024
CKR: HE 06/28/2024
ENGR:

RUSH PRIORITY
PRIORITY 1 ☐
PRIORITY 2 ☐
NORMAL ☑

GAS STAKING
JOB NO: BY: DATE:
ESMTS. DED. BY: ESMT. DOCUMENTS:
MONUMENTATION FND.: PLAT DISTS. CHK.=D:
ESMTS. NEEDED AT:
NON-STD. STAKING: REASON:

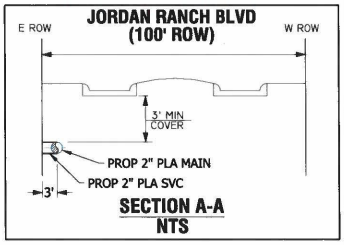
GAS SERVICE COORDINATOR:
COORDINATE SERVICE LOCATION WITH CYNTHIA MESHELL AT 281-561-6016
INSPECTOR: VICIENTE HERNANDEZ (346-762-9126)

PERMITS REQUIRED FOR CONSTRUCTION
☐ NO PERMITS REQUIRED
☐ TXDOT
☐ CITY:
☑ COUNTY: WALLER
☐ FLOODCONTROL/DRAINAGE:
☐ RAILROAD:



GENERAL NOTES:
1. FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
2. MAINTAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED.
3. USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
4. CONTACT DESIGNER (HUMZA SAEED AT 713-207-4658) WITH ANY NECESSARY FIELD CHANGES.
5. THIS PROJECT IS SUBJECT TO SEWER LATERAL INSPECTION TO VERIFY CLEARANCE, PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL. ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
6. TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSUME ALL TAR WRAP PIPE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION: CS-B-1-.330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
7. FOR IP PIPE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-B-1.220 OF THE CONSTRUCTION & SERVICE MANUAL. HP LINE TEST PRESSURE AND DURATION ARE AS NOTED.
8. ALL SERVICE LINES MUST HAVE AN EFV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-FORM 1.150 OF THE CONSTRUCTION AND SERVICE MANUAL AND EFV SIZING CHART. *CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
9. COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (JOE FELLMAN AT 713-967-7311) AND ENSURE CP DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
10. DIMENSION ALL TIE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS.
11. CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES:
    A. USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
    B. USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
    C. USE #10 TRACER WIRE WITH ALL BORES LONGER THAN 300'.
    D. USE #8 TRACER WIRE AS NEEDED FOR LARGE BAYOU CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES.
    INSPECTOR APPROVAL REQUIRED PRIOR TO WORK.

WALLER COUNTY PERMIT





VICINITY MAP

LEGEND

EXISTING MAIN		PROP IP PLA SVC	
PROP MAG ANODE		PROP 2" IP PLA	
PROP TRANS STATION		PROP 5# ZINC ANODE	
PROP TEST POINT		PROP MARKER BALL	
PROP LOCATION POINT		PROP LINE MARKER	

GCO#: 01733

STAKING REQUEST#: 109263594

PIPE SUMMARY GENERIC

PIPE REQUIRED
266' 2" PLA MAIN IP - Intermediate Pressure WO#: 109263594
460' 2" PLA SERVICE IP - Intermediate Pressure WO#: 109263443

726' TOTAL PIPE

DESIGNED BY: HUMZA SAEED	713-207-4658
ESTIMATED COST: $	CONTRIBUTION: $
NEED DATE: 08/9/2024	COMPLETION DATE:
PURPOSE AND NECESSITY: INSTALL NEW MAIN TO SERVE COMMERCIAL CUSTOMER	

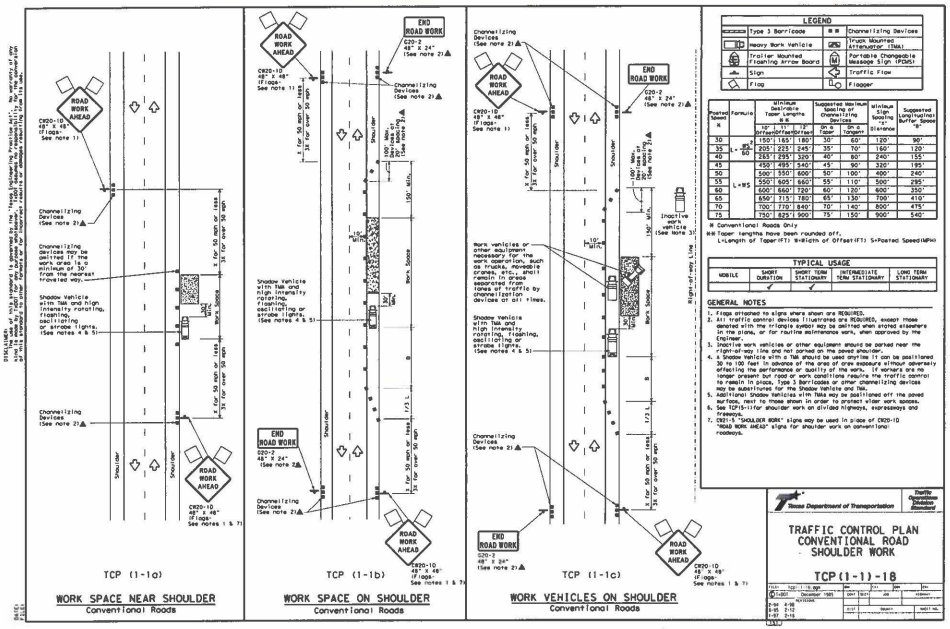
DRAWN BY: BAC	RECOMMENDED BY:	DATE:
DATE:06/25/2024		
SCALE: 1:80		
SHEET: 1 OF 1	APPROVED BY:	DATE:

P:29820716	O:29760712	KM:482-H	LAMBERT:4157C1	Z:701	SZ:504	TC:015 SOG:NONE

30625 KINGSLAND BLVD
RICHMOND, TX

CenterPoint Energy
Texas Region – Houston Gas Engineering
DWG NO: EB5-2401756

6/28/2024 - 9:03:35 AM C:\USERS\U029272\CENTERPOINT ENERGY\HUB IMPLEMENTATION CORE TEAM - ALL\0-MASTER DRAWINGS\TX\2025\05\PSA-JOB\GENERATED.DWG



ROAD WORK AHEAD
CW20-1D 48" x 48" (Flags- See note 1)
Channelizing Devices (See note 2)
Channelizing devices may be omitted if the work area is a minimum of 30' from the nearest traveled way.
Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. (See notes 4 & 5)
Channelizing Devices (See note 2)
Shoulder
Work Space
X for 50 mph or less
3X for over 50 mph
CW20-1D 48" x 48" (Flags- See notes 1 & 7)
TCP (1-1a)
WORK SPACE NEAR SHOULDER
Conventional Roads
END ROAD WORK
CW20-2 48" x 24" (See note 2)
Channelizing Devices (See note 2)
Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. (See notes 4 & 5)
Shoulder
Work Space
100' Max. Devices at 20' Spacing (See note 2)
150' Min.
X for 50 mph or less
3X for over 50 mph
CW20-1D 48" x 48" (Flags- See notes 1 & 7)
TCP (1-1b)
WORK SPACE ON SHOULDER
Conventional Roads
Channelizing Devices (See note 2)
Work vehicles or other equipment necessary for the work operation, such as trucks, moveable cranes, etc., shall remain in grass separated from tanks of traffic by channelization devices at all times.
Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. (See notes 4 & 5)
Inactive work vehicle (See Note 3)
Right-of-way Line
Shoulder
Work Space
100' Max. Devices at 20' Spacing (See note 2)
150' Min.
10' Min.
X for 50 mph or less
3X for over 50 mph
CW20-1D 48" x 48" (Flags- See notes 1 & 7)
TCP (1-1c)
WORK VEHICLES ON SHOULDER
Conventional Roads
LEGEND
Type 3 Barricade
Channelizing Devices
Heavy Work Vehicle
Truck Mounted Attenuator (TMA)
Trailer Mounted Flashing Arrow Board
Portable Changeable Message Sign (PCMS)
Sign
Traffic Flow
Flag
Flagger
Posted Speed
Formula
Minimum Desirable Taper Lengths
Suggested Maximum Spacing of Channelizing Devices
Minimum Sign Spacing "X"
Suggested Longitudinal Buffer Space "B"
Offset
Offset
On a Taper
On a Tangent
Distance
30 mph
L=WS
45 mph
50 mph
55 mph
60 mph
65 mph
70 mph
75 mph
# Conventional Roads Only
H=Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)
TYPICAL USAGE
MOBILE
SHORT DURATION
SHORT TERM STATIONARY
INTERMEDIATE TERM STATIONARY
LONG TERM STATIONARY
GENERAL NOTES
1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMA may be positioned off the paved surface, next to those shown in order to protect other work spaces.
6. See TCP(1-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.
Texas Department of Transportation
Traffic Operations Division Standard
TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK
TCP(1-1)-18

Item 11.

PERMIT TO CONSTRUCT UTILITY IN WALLER COUNTY RIGHT-OF-WAY

ROAD: **Wilson Rd**

DATE: **07/10/2024**

To: Black & Veatch
Comcast of Houston LLC
[American Communications Construction, Inc.]
11401 Lamar Ave.
Overland Park, KS 66211

Permit # 24.UP.023

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **08/14/2024** is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Court Commission may designate the place along the right-of-way where such lines shall be constructed.
2. Emplacement of buried lines shall be a minimum of 36 inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County.
3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked or bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original condition. Any variance to these requirements shall have the Commissioners' Court approval.
4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.
5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.
6. The Court Commission may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner Jones, duly seconded by Commissioner Smith, that the above and foregoing request be and the same is hereby approved, with all members present voting in favor and 0 members present voting opposed. The County Engineer is authorized to comply with the above requests.

August 7, 2024
Date

Debbie Hollan
Debbie Hollan, County Clerk

Deputy

24.UP.023

Item 12.

NOTICE OF PROPOSED UTILITY WORK
IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that American Communications Construction Inc. (utility contractor) proposes to place a

Aerial Fiber cable within the right-of-way of Wilson Rd (street) as follows:

Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.

COMCAST PROPOSES TO BEGIN AT EDGE OF ROW 38' NORTH OF CENTERLINE OF WILSON RD.

RUN AERIALLY WEST 40' TO SPLICE POLE.

The Aerial Fiber cable will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws. Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch 251).

The location and description of the proposed work and appurtenances is more fully shown by a PDF drawing and traffic control attached to this notice.

Construction is proposed to begin on or after the 14 day of AUGUST, 20 24.

Firm: Black & Veatch (Permitting on the behalf of Comcast of Houston LLC) Address: 11401 Lamar Avenue, Overland Park, KS 66211

By: LEAH CUREBANAS

Signature: Leah Curebanas Phone: +1 913-458-9138

Title: Permit Coordinator Email: BVPermitting@bv.com

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice.

This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners. Permit shall be effective upon acceptance date of Formal Notice presentation in Commissioners Court, for a duration of one (1) year, with the opportunity of a six (6) month extension after a written request is sent and approved by the County Engineer.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

County Engineer or Road Administrator

7-17-24
Date

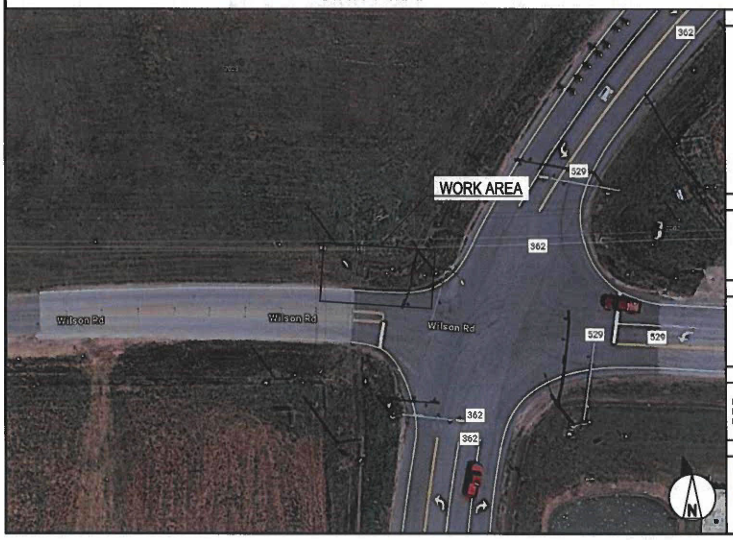
Traffic Controls Required: Y (N)
Traffic Controls Reviewed By: RJPG
Bond: Y (N) Bond Amount ($): —
Floodplain Dev. Permit Required: Y (N)
Permit #: _____ Precinct #: 3
R&B Inspector: ROBERT G.L. GOODSPEED

comcast®

of HOUSTON, LLC

34446 WILSON RD
BROOKSHIRE TX, 77423

WALLER COUNTY
VICINITY MAP



BUILD (ROW WORK ONLY)

- BORE FOOTAGE:——— N/A
- BORE PITS:——— N/A
- POTHOLES:——— N/A
- NEW AERIAL:——— 40
- OVERLASH:——— N/A
- NEW VAULTS:——— N/A
- EXISTING VAULTS:——— N/A
- NEW PEDESTALS:——— N/A
- EXISTING PEDESTALS:——— N/A
- OVERPULL EXISTING CONDUIT:——— N/A
- TOTAL PROJECT FOOTAGE:——— 40

SCOPE OF WORK

COMCAST PROPOSES TO BEGIN AT EDGE OF ROW 38' NORTH OF CENTERLINE OF WILSON RD. RUN AERIALLY WEST 40' TO SPLICE POLE.

CONTRACTOR NOTE

CONTRACTOR SHALL COMPLETE INSTALL PER THE SET OF DRAWINGS. ANY NECESSARY DEVIATIONS FROM THE DRAWINGS MUST BE SUBMITTED THROUGH AN RFI REQUEST PROCESS WITH ENGINEERING FOR AN APPROVAL PRIOR TO CONTRACTOR PROCEEDING WITH A DEVIATION OF THE SET OF DRAWINGS.

ENGINEER OF RECORD

MAGED HENEIN
PE # 102109
BLACK & VEATCH CORPORATION

CALL BEFORE YOU DIG

TEXAS 811 — Know what's below. Call before you dig.

UNDERGROUND SERVICE ALERT
UTILITY NOTIFICATION CENTER OF TEXAS
811 OR 1-800-344-8377

3 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

DRAWING INDEX

SHEET NO:	SHEET TITLE	REV NO:
T-1	TITLE SHEET & PROJECT DATA	0
C-1	OVERALL SITE PLAN	0
TCP-1	TRAFFIC CONTROL PLAN	0

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

11"x17" PLOT WILL BE HALF SCALE UNLESS NOTED

comcast of HOUSTON, LLC

BLACK & VEATCH
11401 LAMAR AVE
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	406681
DRAWN BY:	ASM
CHECKED BY:	JMG

REV	DATE	DESCRIPTION
0	07/15/24	ISSUED FOR PERMITTING

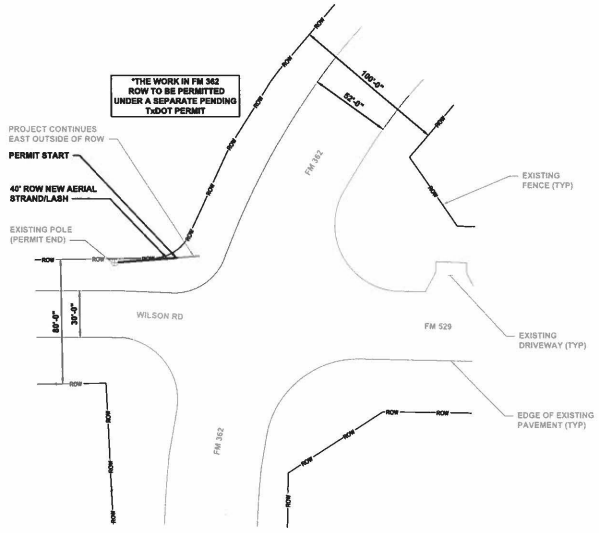
BLACK & VEATCH ENGINEERING F-259

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

PRM0000629257
34446 WILSON RD
BROOKSHIRE TX, 77423

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

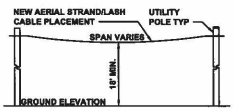


- CATV UG ROUTE
- CATV AERIAL ROUTE
- CATV PED
- BORE PIT
- TEMPORARY ACCESS PIT
- JOINT USE POLE
- GUARDRAIL
- VAULT
- RIGHT OF WAY

LEGEND

OVERALL SITE PLAN

30' 20' 10' 0 30' 60'
1"=30'



TYPICAL AERIAL ATTACHMENT-NEW STRAND

DEPTH OF UTILITIES WILL BE DETERMINED BY POTHOLE PRIOR TO CONSTRUCTION

1. THE CONTRACTOR SHALL CONTACT TEXAS ONE CALL SYSTEM AT 1-800-245-4545 MIN. 48 HOURS BEFORE DIGGING.
2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES BEFORE COMMENCING WORK AND AGREE TO BE FULLY RESPONSIBLE FOR ALL DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND FACILITIES.
3. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10" LIFTS AT THE END OF EACH DAY. (NO TRENCH LEFT OPENED OVERNIGHT.)
4. ALL EXCESS EXCAVATION TO BE REMOVED FROM THE ROAD RIGHT-OF-WAY AT THE END OF EACH DAY.
5. DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
6. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONSTRUCTION MUST PROVIDE ADEQUATE FLAGMEN, SIGNALS, ETC., TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
7. IF IT BECOMES NECESSARY FOR EQUIPMENT OPERATION ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
8. CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
9. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE NATIONAL ELECTRICAL SAFETY CODE (NESC) REQUIREMENTS, CENTERPOINT ENERGY ELECTRICAL POLE ATTACHMENT GUIDELINES & PROCEDURES AND ALL APPLICABLE LOCAL REQUIREMENTS AND REGULATIONS FOR PLACEMENT OF AERIAL CABLE FACILITIES, 18' MIN. VERTICAL CLEARANCE.
10. ALL UTILITIES WILL BE IDENTIFIED BY POTHOLE BEFORE ANY CONSTRUCTION.
11. COMCAST WILL MAINTAIN (2 FT) HORIZONTAL & VERTICAL SEPARATION FROM ANY EXISTING UTILITIES.

48 HOUR NOTICE: CONTRACTOR SHALL NOTIFY WALLER COUNTY ENGINEER AT (979) 826-7670, FORTY-EIGHT (48) HOURS PRIOR TO STARTING CONSTRUCTION OF THE LINE IN ORDER THAT WE MAY HAVE A REPRESENTATIVE PRESENT.

NOTES

Comcast of HOUSTON, LLC

BLACK & VEATCH
11401 LAMAR AVE
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	406661
DRAWN BY:	ASM
CHECKED BY:	JMG

REV	DATE	DESCRIPTION
0	07/15/24	ISSUED FOR PERMITTING

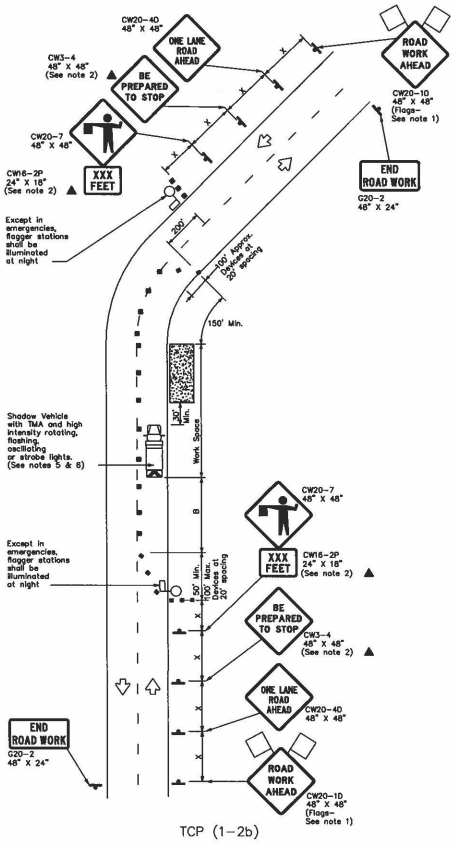
BLACK & VEATCH ENGINEERING F-258

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

PRM0000829257
34446 WILSON RD
BROOKSHIRE TX, 77423

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C-1



TCP (1-2b)

ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

TRAFFIC CONTROL PLAN SECTION SHALL BE COMPLETED BY ENGINEER

ROADWAY	POSTED SPEED	TAPER LENGTH	SPACING CHANNELIZING DEVICES		SIGN SPACING	BUFFER SPACE
			TAPER	TANGENT		
WILSON RD	35	245	35	70	160	120

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "Q"	Stopping Sight Distance
30	L = WS²/60	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Comcast of HOUSTON, LLC

BLACK & VEATCH
11401 LAMAR AVE
OVERLAND PARK, KS 66211
(913) 458-2000

PROJECT NO:	406651
DRAWN BY:	ABM
CHECKED BY:	JMO

REV	DATE	DESCRIPTION
0	07/15/24	ISSUED FOR PERMITTING

BLACK & VEATCH ENGINEERING F-258

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

PRM0000629257
34446 WILSON RD
BROOKSHIRE TX, 77423

SHEET TITLE
TRAFFIC CONTROL PLAN

SHEET NUMBER
TCP-1

WALLER COUNTY
J. Ross McCall, P. E. County Engineer
775 Bus 290 East, Hempstead, Texas 77445
Phone: (979)826-7670

July 22, 2024

Commissioners Court
Judge Duhon
425 FM 1488
Hempstead, Texas 77445

RE: SURPLUS AND USED EQUIPMENT

I would like to request the on-line auctioning service of GovDeals.com to sell the surplus, used equipment and miscellaneous supplies for the Road and Bridge Department.

Respectfully,

J. Ross Mc Call

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

July 12, 2024

Jonathan C. White, PE
Jones & Carter
1575 Sawdust Road, Suite 400
The Woodlands, Texas 77381-4241

Re: Sunterra Sec 50 – Final Acceptance into Waller County Maintained Road System

Mr. White,

Our office has performed a Final Inspection on the above referenced project. Punch list items have been completed, and the roads appear to meet requirements as set forth in the latest version of the Waller County Subdivision and Development Regulations.

I will be recommending that the Waller County Commissioners Court accept the roads for maintenance.

If you have any questions, please let me know.

Sincerely,

J. Ross McCall, P.E.
Waller County Engineer

Sunterra Section 50 Road Log														
Road Name	*Precinct*	*Location*	*Length*		*Right-of-Way*	*Pavement*		*Acceptance*			*Subdivision*	*Plat Recordation*		*Comments*
			Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No.	
Marcasca Drive	3	443D	565	0.107	50'	6 inch	28'				Freeman Ranch	12/14/2022	2215869	
Bakers Landing Drive	3	443D	525.0	0.099	50'	6 inch	28'				Freeman Ranch	12/14/2022	2215869	
Leaf Prairie Drive	3	443D	930.0	0.176	50'	6 inch	28'				Freeman Ranch	12/14/2022	2215869	
Midnight Valley Drive	3	443D	313	0.059	50'	6 inch	28'				Freeman Ranch	12/14/2022	2215869	
Steady Breeze Drive	3	443D	317	0.06	50'	6 inch	28'				Freeman Ranch	12/14/2022	2215869	
Neon Moon Drive	3	443D	325	0.061	50'	6 inch	28'				Freeman Ranch	12/14/2022	2215869	
Athena Lake Drive	3	443D	284	0.053	50'	6 inch	28'				Freeman Ranch	12/14/2022	2215869	
Serene Valley Drive	3	443D	179	0.033	60'	6 inch	32'				Freeman Ranch	12/14/2022	2215869	
Yellow Sun Drive	3	443D	148	0.028	60'	6 inch	28'				Freeman Ranch	12/14/2022	2215869	

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WALLER COUNTY
A REAL TEXAS STAR

Waller County, Texas

Results of Competitive Bond Sale

$10,000,000
General Obligation Bonds
Series 2024

August 7, 2024

U.S. Capital Advisors

Ben J. Rosenberg
U.S. Capital Advisors LLC
4444 Westheimer, Suite G500
Houston, TX 77027
512-813-1104
brosenberg@uscallc.com

1

WALLER COUNTY, TEXAS
TIMETABLE OF EVENTS
GENERAL OBLIGATION BONDS, SERIES 2024
REGULAR COMMISSIONER COURT MEETINGS – EVERY OTHER WEDNESDAY– 9AM

Draft 8/7/24

Timetable of Events

Date	Action	Responsibility
6/26	Court to give direction and amount on first issuance of voter approved Mobility Bond.	C
6/28	Request and receive any updated financial information from County for offering documents.	
7/2	First draft of POS, NOS & Bid Form to working group	FA
7/2	Financial Advisor submits draft bond documents to rating agency	FA
7/9	Comments from working group on first draft of POS, NOS & Bid Form	C,BC,FA
7/11	Second draft of POS, NOS & Bid Form to working group	FA
Week of 7/15	Rating agency meeting/conference call.	C, FA
7/18	Second draft of comments from working group on POS, NOS & Bid Form	C,BC,FA
7/22	Final draft of POS, NOS & Bid Form to working group	FA
7/25	Final comments from working group on POS, NOS & Bid Form	BC,FA
7/25	Receive rating	FA
7/31	Notify Texas Bond Reporter, The Bond Buyer, and Bloomberg of sale	FA
7/31	Print and distribute POS, NOS & Bid Form and order CUSIPs	FA
8/2	Post Bond Sale on Commissioners Court Agenda.	
8/7	**Sale Date. Regular Commissioners Court Meeting** – 9:00 a.m. Central Time.	C,BC,FA
	If other Court business is completed prior to pricing the bonds, Court recess until Bond Sale is complete.	
	Bids Due - Pricing of the Bonds – 10:00 a.m. Central Time	C,FA,P
	Court will reconvene regular meeting to consider and adopt a bond order authorizing the sale of the Bonds and other related matters.	
8/9	Bond counsel compiles final transcript of proceedings and submits to Texas Attorney General	BC
8/12	Print and distribute final offering documents	FA
8/28	Prepare and distribute Closing Memorandum	FA
9/5	**Close. Deliver Bonds. Invest proceeds.**	ALL

2

Financing Team Members:

C - Waller County
BC - Bond Counsel – Bickerstaff Heath Delgado Acosta LLP
FA - Financial Advisor – U.S. Capital Advisors
PAR - Paying Agent Registrar - Amegy Bank, a division of ZB, National Association
P - Purchaser – BOK Financial Securities, Inc.

S&P Global
Ratings

RatingsDirect®

Summary:

Waller County, Texas; General Obligation

Primary Credit Analyst:
Treasure D Walker, Englewood + 303-721-4531; treasure.walker@spglobal.com

Secondary Contact:
Lauren Levy, Englewood + 1303 721 4956; lauren.levy@spglobal.com

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Outlook

Credit Opinion

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Summary:

Waller County, Texas; General Obligation

Credit Profile			
US$10.0 mil GO bnds ser 2024 dtd 09/01/2024 due 02/15/2044			
Long Term Rating	AA/Stable		New
Waller Cnty			
Long Term Rating	AA/Stable		Affirmed

Credit Highlights

- S&P Global Ratings assigned its 'AA' long-term rating to Waller County, Texas' anticipated $10 million series 2024 general obligation (GO) bonds.
- At the same time, S&P Global Ratings affirmed its 'AA' long-term rating on the county's GO debt and certificates of obligation outstanding.
- The outlook is stable.

Security

The bonds are payable from an ad valorem tax, levied on all taxable property in the county, within the limits prescribed by law. The maximum allowable ad valorem tax rate for Texas counties is 80 cents per $100 of assessed value (AV) for all purposes, with the portion dedicated to debt service limited to 40 cents. Waller County's levy is well below the maximum at 52.29 cents per $100 of AV, including 6.26 cents for debt service. Based on the application of our"Issue Credit Ratings Linked To U.S. Public Finance Obligors' Creditworthiness" criteria, published Jan. 22, 2018, on RatingsDirect, we do not differentiate between the county's limited-tax general obligation debt and its general creditworthiness.

Proceeds from the obligations will be used for designing, acquiring, constructing, improving, repairing, and maintaining roads, bridges, and highways within the county, including city, state, and county streets, roads, highways, and bridges, and the acquisition of land and rights-of-way therefor, traffic signalization and control equipment, lighting, necessary utility relocation, and drainage improvements related thereto and including participation in joint projects with federal, state, and local public entities and agencies; and to pay the costs of professional services and the cost of issuance of the bonds.

The certificates outstanding are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, on all taxable property in the county.

Credit overview

The rating reflects our view of Waller County's steady tax base growth, very strong budgetary performance, and maintenance of very strong reserves, which we believe offsets the county's growing capital needs and adequate management practices, which in our opinion, do not identify forward-looking needs. Based on anticipated local

economic growth, along with overall growth in its operating revenues, we expect the county's financial performance and flexibility will remain a credit strength.

The rating also reflects our view of the county's:

- Consistent tax base growth, with access to a broad and diverse metropolitan statistical area (MSA), which includes employers in manufacturing, health care, higher education, and retail trade;
- Maintenance of very strong reserves, with an available fund balance equal to 93% of general fund expenditures in fiscal 2022, which we believe will increase based on the county's estimated fiscal 2023 unaudited actuals;
- Standard financial management policies and practices, with a strong institutional framework; and
- Weak debt and contingent liability position, with additional debt plans within the next two fiscal years, which we believe will not materially increase the county's debt burden because of expected continued tax base growth.

Environmental, social, and governance

Given its location near the Gulf of Mexico, the county is vulnerable to extreme weather events, exposing it to environmental risks that are elevated. However, as part of its emergency planning, the county has historically maintained above-average available reserves to address any unexpected weather events; therefore, these risks are neutral in our analysis. In addition, the county has an emergency management plan that is updated periodically, and the county judge is on the Houston Galveston Area Council Committee, which conducts emergency management planning. We note that the county did not experience material damage from Hurricane Beryl. The county's social and governance risks are credit neutral considerations in our analysis.

Outlook

The stable outlook reflects our expectation that the county's economic fundamentals will remain strong, and that it will maintain its very strong reserves and very strong budgetary performance. Therefore, we do not expect to change the rating in the two-year outlook horizon.

Downside scenario

We could lower the rating if the county's budgetary performance significantly deteriorates, leading to sustained and significant drawdowns in reserves. The rating could also be pressured if the county's overall debt burden increases materially as a percentage of its budget and without commensurate tax base growth.

Upside scenario

We could raise the rating if the county's income indicators grow to levels more commensurate with those of higher-rated peers, and if management formalizes additional management policies.

Credit Opinion

Growing tax base located within the Houston MSA

Located 60 miles northwest of Houston, Waller County has historically been a rural county but has recently experienced significant growth along U.S. Highway 290 and Interstate 10. Its main economic sectors include retail

trade, distribution centers, various manufacturers, health care, and higher education. According to officials, there are several major economic developments under review or construction with the county's boundaries. Some of these include Beacon Hill Business Park Development, Texas Heritage Market Place, Trade Point 290, and Mustang Caterpillar. County officials attribute steady AV growth to a strong residential market with continued developments and various commercial and industrial development projects. Overall, we expect AV will likely continue to steadily rise throughout the outlook horizon, given the number of current economic development projects under construction within the county's boundaries.

Standard financial management policies and practices

When developing its budget, the county uses three years of historical data to estimate nontax revenues and works closely with the appraisal district for property values to estimate ad valorem tax revenues and to set the tax rate. The county's budget can be amended for emergency purposes or adjusted for interfund transfers or receipt of unexpected new revenues, such as grants. Management provides budget-to-actual reporting to the commissioner's court on a monthly basis. The county has a formal investment policy that prioritizes safety of principal and liquidity over returns and outlines allowable investment types. Management reports investment holdings and performance monthly to the commissioner's court. The county's formal reserve policy requires available fund balance equal to at least four-and-a-half months' operating expenses to cover any contingencies, which the county has consistently exceeded. Waller does not currently have a long-term financial plan, a long-term capital plan, or a debt management policy. We note that the county has implemented cyber risk mitigation measures.

The institutional framework score for Texas counties is strong.

Positive operations results the past three audited fiscal years and maintenance of very strong reserves

In assessing the county's financial profile, we have adjusted for annually recurring transfers into and out of the general fund and eliminated expenditures toward discretionary transfers and capital projects across total governmental funds funded with debt proceeds. The county has finished the past three audited fiscal years with positive results in its general fund, and in two out of the past three fiscal years at the total government fund level while maintaining very strong reserves. The county's primary sources of general fund revenue are property taxes (87%), and intergovernmental, charges for services, and fines (10%). Based on fiscal 2023 unaudited estimated actuals, the county expects to finish the year with a surplus of about $10 million, or 31% of estimated expenditures. According to officials, the surplus is a result of an increase in tax revenue and savings compared to its adopted budget. Officials have adopted a balanced budget for fiscal 2024 and indicate that revenues are trending favorably year to date as compared with budgeted expenditures, and the county has identified $2 million in expected savings. Thus, officials anticipate fiscal 2024 will likely yield another surplus due to revenue growth from increased property tax collections.

Overall, we believe the county will continue to exhibit very strong budgetary performance while maintaining very strong available reserves and liquidity given its historical performance.

Weak debt burden with additional debt plans

After this issuance, the county will have approximately $76.0 million in total direct debt. In November 2023, voters approved a $280 million mobility bond project for road and bridge improvements throughout the county. After the current issuance, the county will have about $270 million in authorized but unissued debt. According to county

officials, the second issuance of about $20 million is expected to be issued in 2025 and the third issuance of about $70 million is expected to be issued in 2026. Despite the county's additional debt plans, we believe its debt burden will remain weak in the medium turn given expected continued tax base growth.

The county has privately placed debt outstanding in the form of its 2020 and 2022 tax notes. However, there are no acceleration rights, permissive events of default, or other nonstandard provisions that we believe is likely to pressure the county's liquidity.

Well-funded pension and other postemployment benefits (OPEB) and limited OPEB liability

We do not consider the county's pension and OPEB liabilities as a source of credit pressure, given the well-funded status of the pension plan and the pay-as-you-go funding basis for OPEB. Although the county's pension plan features a 7.6% rate of return assumption, which can increase contribution volatility, we do not believe its pension obligation will pose a significant near-term budgetary constraint, based on current carrying charge as a percent of expenditures and solid county financial metrics. For more information, see "Pension Spotlight: Texas," published April 4, 2023, on RatingsDirect.

The county participates in the following plans:

- Texas County & District Retirement System: 108.6% funded, with a net pension asset of $5.2 million, measured using a 7.6% discount rate.
- Waller County Retiree Health Care Plan, which provides health care benefits for retirees: funded on a pay-as-you-go basis, with a net OPEB liability of $12.9 million.

Waller County, Texas--key credit metrics

	Most recent	Historical information		
		2022	2021	2020
Strong economy				
Projected per capita EBI % of U.S.	81			
Market value per capita ($)	174,745			
Population	61,829	59,075	57,196	54,520
County unemployment rate (%)	4.6	4.3	6.3	7.6
Market value ($000s)	10,804,294	6,928,841	6,037,402	5,478,444
Ten largest taxpayers % of taxable value	13.5	14.2	12.8	10.2
Very strong budgetary performance				
Operating fund result % of expenditures		18.5	19.5	7.5
Total governmental fund result % of expenditures		16.9	13.4	(3.6)
Very strong budgetary flexibility				
Available reserves % of operating expenditures		93.2	93.5	80.2
Total available reserves ($000s)		30,293	25,820	22,454
Very strong liquidity				
Total government cash % of governmental fund expenditures		126	110	83
Total government cash % of governmental fund debt service		1,502	1,165	1,118

Waller County, Texas--key credit metrics (cont.)

	Most recent	Historical information		
		2022	2021	2020
Adequate management				
Financial Management Assessment	Standard			
Weak debt and long-term liabilities				
Debt service % of governmental fund expenditures		8.4	9.4	7.4
Net direct debt % of governmental fund revenue	138	87	83	99
Overall net debt % of market value	9.9	9.8	11.1	9.8
Direct debt 10-year amortization (%)	52	66	59	61
Required pension contribution % of governmental fund expenditures		3.8	2.7	2.5
OPEB actual contribution % of governmental fund expenditures		0.0	0.0	0.0
Strong institutional framework				

EBI--Effective buying income. OPEB--Other postemployment benefits. Data points and ratios may reflect analytical adjustments.

Related Research

- Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022
- 2023 Update Of Institutional Framework For U.S. Local Governments

Ratings Detail (As Of July 26, 2024)

Waller County certs of oblig

Long Term Rating	AA/Stable	Affirmed

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.spglobal.com/ratings for further information. Complete ratings information is available to RatingsDirect subscribers at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.spglobal.com/ratings.

TEXAS BOND REPORTER

A Weekly Publication of the Municipal Advisory Council of Texas

Volume CL | August 2, 2024 | No. 31

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TEXAS BOND REPORTER is published in the interest of all units of local government in Texas that have bonds outstanding and the municipal bond dealers of Texas and the nation who serve them in supplying their capital requirements.

TEXAS BOND REPORTER is published each Friday and material for publication must be received in the Council's office not later than 12:00 noon on Thursday of the week in which it is to be published.

600 West 8th Street
Austin, TX 78701
512-476-6947
FAX 512-394-5146
Office Hours 8:00 am - 5:00 pm

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COMPETITIVE SALES CALENDAR

August 06, 2024

ENNIS, CITY OF
Amount: $40,000,000
Description: Comb Tax & Ltd Pledge Rev C/O Ser 2024
Tax Status: T/E
Sale time: 11:00 AM
Financial Advisor: SAMCO Capital Markets, Inc., San Antonio, TX, Mark McLiney, Andrew Friedman

August 07, 2024

WILLIAMSON CO MUD #30
Amount: $2,340,000
Description: U/L Tax Bds Ser 2024
Tax Status: BQ
Sale time: 9:00 AM
Financial Advisor: Public Finance Group LLC, Austin, TX, Cheryl Allen
Details: Pg. 1120

FORT BEND CO MUD #222
Amount: $12,585,000
Description: U/L Tax Road Bds Ser 2024
Tax Status: T/E
Sale time: 9:30 AM
Financial Advisor: Tierra Financial Advisors, LLC, Richmond, TX, Chris Prugar
Details: Pg. 1064

WALLER CO
Amount: $10,000,000
Description: GO Bds Ser 2024
Tax Status: BQ
Sale time: 9:30 AM
Financial Advisor: USCA Municipal Advisors LLC, Austin, TX, Ben Rosenberg

WILLIAMSON CO MUD #32
Amount: $6,485,000
Description: U/L Tax Road Bds Ser 2024
Tax Status: BQ
Sale time: 10:00 AM
Financial Advisor: Specialized Public Finance Inc., Austin, TX, Garry Kimball
Details: Pg. 1067

August 08, 2024

BRAZORIA CO MUD #56
Amount: $5,155,000
Description: U/L Tax Road Bds Ser 2024
Tax Status: T/E
Sale time: 9:00 AM
Financial Advisor: Baird, Houston, TX, David Smalling
Details: Pg. 1108

August 08, 2024

MEYER RANCH MUD
Amount: $10,750,000
Description: U/L Tax Bds Ser 2024
Tax Status: T/E
Sale time: 9:00 AM
Financial Advisor: Specialized Public Finance Inc., Austin, TX, Garry Kimball
Details: Pg. 1066

WALLER CO MUD #37
Amount: $11,650,000
Description: U/L Tax Bds Ser 2024
Tax Status: T/E
Sale time: 9:30 AM
Financial Advisor: Baird, Houston, TX, Stephen Eustis
Details: Pg. 1119

HIGHWAY 380 MUNICIPAL MANAGEMENT DISTRICT #1
Amount: $14,375,000
Description: U/L Tax Road Bds Ser 2024
Tax Status: T/E
Sale time: 10:00 AM
Financial Advisor: Baird, Irving, TX, Ryan Nesmith
Details: Pg. 1114

ROUND ROCK MUD #2
Amount: $1,500,000
Description: U/L Tax Bds Ser 2024
Tax Status: BQ
Sale time: 10:00 AM
Financial Advisor: Public Finance Group LLC, Austin, TX, Cheryl Allen
Details: Pg. 1118

FORT BEND CO MUD #132
Amount: $3,780,000
Description: U/L Tax Park Bds Ser 2024
Tax Status: BQ
Sale time: 10:15 AM
Financial Advisor: Masterson Advisors LLC, Houston, TX, Anthea Moran, Christine Crotwell
Details: Pg. 1110

HARRIS CO MUD #165 (DEFINED AREA NO. 1)
Amount: $13,610,000
Description: Defined Area No. 1 U/L Tax Road Bds Ser 2024
Tax Status: T/E
Sale time: 2:00 PM
Financial Advisor: Baird, Houston, TX, Stephen Eustis
Details: Pg. 1113

HARRIS CO MUD #165 (DEFINED AREA NO. 2)
Amount: $11,195,000
Description: Defined Area No. 2 U/L Tax Park Bds Ser 2024
Tax Status: T/E
Sale time: 2:00 PM
Financial Advisor: Baird, Houston, TX, Stephen Eustis
Details: Pg. 1112

Upcoming Calendar | Print

PARITY Overview

OVERVIEW REPORT

PARITY

Issuer	State	Issue Size	Sale Date
Waller County	TX	$10,000,000	08/07/2024
Issue Description		**Moody's/S&P/Fitch/Kroll**	**Sale Time**
General Obligation Bonds, Series 2024		/ / /	9:30AM CDST
Dated Date	**Due Date**	**First Int Date**	**Delivery**
09/01/2024	02/15/2025 Thru 02/15/2044	02/15/2025	On or about 09/05/2024
Bid Award		**Bank Qualified**	
Low TIC - Delivery Date excluding Accrued Int		Yes	

Series Size		Series Description	
$10,000,000		General Obligation Bonds, Series 2024	
Security Type	**Bond Form**	**Insured By Issuer/Enhancement**	**Interest**
Lt G.O	Book Entry	No	F15-A15

BID SPECS

Max NIC/TIC	Not to Exceed Rate (15.0000%)
Denomination	$5,000.00
Coupon Mults	1/8 and 1/20 of 1% only
Overall Cpn Dif	2.000 %
Low Cpn	None
Low Yield	None
Low Dollar	None
High Cpn	None
High Yield	None
High Dollar	None

Series Min Bid	>= $10,000,000.00 or 100 %
Series Max Bid	
Zeros Cpn	Not Permitted
Rates per Mat	One
Term Bonds	Term Bonds Permitted / Bidders Option
# of Cpns	
Asc Cpn	

Maturity	CUSIP	$ Amount	Rate	Basis/ Yield	Mdy's/S&P/Fitch/Kroll
02/15/2025		$340,000			/ / /
02/15/2026		$330,000			/ / /
02/15/2027		$345,000			/ / /
02/15/2028		$360,000			/ / /
02/15/2029		$375,000			/ / /
02/15/2030		$395,000			/ / /
02/15/2031		$415,000			/ / /
02/15/2032		$430,000			/ / /
02/15/2033		$450,000			/ / /
02/15/2034		$470,000			/ / /
02/15/2035		$495,000			/ / /
02/15/2036		$515,000			/ / /
02/15/2037		$540,000			/ / /
02/15/2038		$565,000			/ / /
02/15/2039		$590,000			/ / /
02/15/2040		$620,000			/ / /
02/15/2041		$645,000			/ / /
02/15/2042		$675,000			/ / /
02/15/2043		$705,000			/ / /
02/15/2044		$740,000			/ / /

Call Feature	Avg Life To Dated Date	Day Count
Bonds due 02/15/2034-02/15/2044 callable Feb 15, 2033 at par.	11 YRS. 4 MOS. 24 DAYS.	30/360

Notes
(1) The principal amounts are subject to adjustment. (2) In order to calculate the yield on the bonds for federal tax law purposes and as a condition precedent to the award of the bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the bonds will be reoffered and sold or are expected to be sold to the public. (3) Pursuant to Texas Government Code 2252.908, the County may not award the bonds to a bidder unless the bidder submits a certificate of Interested Parties From 1295 ("the Disclosure Form") as prescribed by the Texas Ethics Commission ("TEC"). (4) A good faith payable to "Waller County, Texas", in the amount of 2% of the par value of the Bonds is required. Such good faith shall be a bank cashier's check or certified check, which is to be retained uncashed by the County pending compliance by the winning bidder (upon execution of the Official Bid Form) with the terms of the Official Bid Form and this Official Notice of Sale and Bidding Instructions.

Bid Address To	Payment Type	Payable To	Good Faith
County Judge & County Commissioners, Waller Co, c/o USCA Muni Advisors, LLC,	See Note		

c/o Ms. Julie Petersen, 4444 Westheimer, Ste G500, Houston, TX 77027, Parity or tel bids			

Parity	Insurance Disclosed	Ins Prem. Disclosed	Bond Cost	Legal Cost	Sure Bid
Yes	No	No	County	County	No

Financial Advisor	Legal Opinion	Paying Agent	Base CUSIP
U.S. Capital Adv , Houston TX 713-366-0500; U.S. Capital Adv , Austin TX 512-813-1100;	Bickerstaff, Heath , Austin TX 512-472-8021; State Atty General ;	Zions Bancorp TX (to Cede & Co, as nominee of DTC, NYC)	

Future Submit Screen

Waller County
$10,000,000 General Obligation Bonds, Series 2024

The following bidders intend to submit bids on this issue:

Bidder	Contact	Telephone
Bancroft Capital, LLC	Alix Cethoute	305-742-7133
BOK Financial Securities, Inc.	Allen Mattson	414-203-6558
Raymond James & Associates, Inc.	Randall Hawkins	214-365-5546
Robert W. Baird & Co., Inc.	Peter Anderson	414-765-7331
HilltopSecurities	Blake Jerd	214-953-4040
The Baker Group	Eric Fischer	405-415-7232
UMB Bank, N.A.	James Arthur	214-389-5972

7
POTENTIAL
BIDDERS

S&P Parity

Wire Inbox Parity Calendar Deal List

09:30:11 a.m. CDST Deal Sale Time: 9:30AM CDST Countdown Clock: 00:00:00

Upcoming Calendar | Overview | Result | Refresh

Incoming Bid Screen

Waller County
$10,000,000 General Obligation Bonds, Series 2024

Bidder	Time Submitted (CDST)
Raymond James & Associates, Inc.	9:29:53AM
The Baker Group	9:29:50AM
Bancroft Capital, LLC	9:27:45AM
HilltopSecurities	9:25:31AM
Robert W. Baird & Co., Inc.	9:24:28AM
BOK Financial Securities, Inc.	9:12:55AM *

ACTUAL 6 BIDS

S&P Parity

Wire Inbox | Parity Calendar | Deal List

10:05:49 a.m. CDST | Upcoming Calendar | Overview | Compare | Summary

Bid Results

Waller County
$10,000,000 General Obligation Bonds, Series 2024

The following bids were submitted using ***PARITY***® and displayed ranked by lowest TIC.
Click on the name of each bidder to see the respective bids.

Bid Award*	Bidder Name	TIC
☑ Reoffering	BOK Financial Securities, Inc.	3.547697
☐	The Baker Group	3.692900
☐	Raymond James & Associates, Inc.	3.749150
☐	Robert W. Baird & Co., Inc.	3.766067
☐	Bancroft Capital, LLC	3.832484
☐	HilltopSecurities	3.833904

*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

BOND SUMMARY STATISTICS

Waller County
General Obligation Bonds, Series 2024

Dated Date	09/01/2024
Delivery Date	09/05/2024
Last Maturity	02/15/2044
Arbitrage Yield	4.165764%
True Interest Cost (TIC)	3.547697%
Net Interest Cost (NIC)	4.142271%
All-In TIC	3.706538%
Average Coupon	4.142271%
Average Life (years)	11.389
Weighted Average Maturity (years)	11.389
Duration of Issue (years)	8.898
Par Amount	10,000,000.00
Bond Proceeds	10,000,000.00
Total Interest	4,717,816.67
Net Interest	4,717,816.67
Total Debt Service	14,717,816.67
Maximum Annual Debt Service	754,800.00
Average Annual Debt Service	756,916.29
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

TIC CHECK

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	Duration	PV of 1 bp change
Bond Component	10,000,000.00	100.000	4.14227111%	11.389	01/25/2036	8.702	8,635.60
	10,000,000.00			11.389			8,635.60

	TIC	All-In TIC	Arbitrage Yield
Par Value	10,000,000.00	10,000,000.00	10,000,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-145,000.00	
- Other Amounts	548,092.70	548,092.70	
Target Value	10,548,092.70	10,403,092.70	10,000,000.00
Target Date	09/05/2024	09/05/2024	09/05/2024
Yield	3.547697%	3.706538%	4.165764%

Waller County, Texas
General Obligation Bonds, Series 2024

Distribution List

WALLER COUNTY
425 FM 1488 #106
Hempstead, TX 77445

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Carbett J "Trey" Duhon III
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SOURCES AND USES OF FUNDS

Waller County
General Obligation Bonds, Series 2024

Dated Date	09/01/2024
Delivery Date	09/05/2024

FINAL NUMBERS

Sources:	
Bond Proceeds:	
Par Amount	9,370,000.00
Premium	626,486.70
	9,996,486.70
Uses:	
Project Fund Deposits:	
Project Fund	9,743,000.00
Delivery Date Expenses:	
Cost of Issuance	143,500.00
Underwriter's Discount	108,153.23
	251,653.23
Other Uses of Funds:	
Additional Proceeds	1,833.47
	9,996,486.70

BOND SUMMARY STATISTICS

Waller County
General Obligation Bonds, Series 2024

Dated Date	09/01/2024
Delivery Date	09/05/2024
Last Maturity	02/15/2044
Arbitrage Yield	3.173681%
True Interest Cost (TIC)	3.543295%
Net Interest Cost (NIC)	3.657452%
All-In TIC	3.711356%
Average Coupon	4.144427%
Average Life (years)	11.360
Weighted Average Maturity (years)	11.275
Duration of Issue (years)	8.882
Par Amount	9,370,000.00
Bond Proceeds	9,996,486.70
Total Interest	4,411,305.56
Net Interest	3,892,972.09
Total Debt Service	13,781,305.56
Maximum Annual Debt Service	691,525.00
Average Annual Debt Service	708,752.86
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	11.542501
Total Underwriter's Discount	11.542501
Bid Price	105.531841

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	Duration	PV of 1 bp change
Bond Component	9,370,000.00	106.686	4.14442745%	11.360	01/15/2036	8.922	6,117.80
	9,370,000.00			11.360			6,117.80

	TIC	All-In TIC	Arbitrage Yield
Par Value	9,370,000.00	9,370,000.00	9,370,000.00
+ Accrued Interest			
+ Premium (Discount)	626,486.70	626,486.70	626,486.70
- Underwriter's Discount	-108,153.23	-108,153.23	
- Cost of Issuance Expense		-143,500.00	
- Other Amounts			
Target Value	9,888,333.47	9,744,833.47	9,996,486.70
Target Date	09/05/2024	09/05/2024	09/05/2024
Yield	3.543295%	3.711356%	3.173681%

BOND PRICING

Waller County
General Obligation Bonds, Series 2024

Bond Component	Maturity Date	Amount	Rate	Yield	Price		Yield to Maturity	Premium (-Discount)
Bond Component:								
	02/15/2025	310,000	5.000%	2.950%	100.895			2,774.50
	02/15/2026	305,000	5.000%	2.900%	102.948			8,991.40
	02/15/2027	320,000	5.000%	2.800%	105.161			16,515.20
	02/15/2028	335,000	5.000%	2.800%	107.174			24,032.90
	02/15/2029	355,000	5.000%	2.800%	109.132			32,418.60
	02/15/2030	375,000	5.000%	2.800%	111.036			41,385.00
	02/15/2031	390,000	5.000%	2.800%	112.888			50,263.20
	02/15/2032	410,000	5.000%	2.800%	114.689			60,224.90
	02/15/2033	435,000	5.000%	2.800%	116.441			71,518.35
	02/15/2034	455,000	4.000%	2.850%	108.575	C	2.953%	39,016.25
	02/15/2035	470,000	4.000%	3.000%	107.409	C	3.161%	34,822.30
	02/15/2036	490,000	4.000%	3.050%	107.024	C	3.260%	34,417.60
	02/15/2037	510,000	4.000%	3.100%	106.640	C	3.343%	33,864.00
	02/15/2038	530,000	4.000%	3.200%	105.877	C	3.450%	31,148.10
	02/15/2039	555,000	4.000%	3.250%	105.498	C	3.511%	30,513.90
	02/15/2040	575,000	4.000%	3.350%	104.744	C	3.597%	27,278.00
	02/15/2041	600,000	4.000%	3.450%	103.997	C	3.674%	23,982.00
	02/15/2042	625,000	4.000%	3.500%	103.626	C	3.716%	22,662.50
	02/15/2043	650,000	4.000%	3.550%	103.256	C	3.754%	21,164.00
	02/15/2044	675,000	4.000%	3.600%	102.888	C	3.789%	19,494.00
		9,370,000						626,486.70

Dated Date	09/01/2024	
Delivery Date	09/05/2024	
First Coupon	02/15/2025	
Par Amount	9,370,000.00	
Premium	626,486.70	
Production	9,996,486.70	106.686091%
Underwriter's Discount	-108,153.23	-1.154250%
Purchase Price	9,888,333.47	105.531841%
Accrued Interest		
Net Proceeds	9,888,333.47	

BOND DEBT SERVICE

Waller County
General Obligation Bonds, Series 2024

Period Ending	Principal	Coupon	Interest	Debt Service
12/31/2025	310,000	5.000%	376,780.56	686,780.56
12/31/2026	305,000	5.000%	384,025.00	689,025.00
12/31/2027	320,000	5.000%	368,400.00	688,400.00
12/31/2028	335,000	5.000%	352,025.00	687,025.00
12/31/2029	355,000	5.000%	334,775.00	689,775.00
12/31/2030	375,000	5.000%	316,525.00	691,525.00
12/31/2031	390,000	5.000%	297,400.00	687,400.00
12/31/2032	410,000	5.000%	277,400.00	687,400.00
12/31/2033	435,000	5.000%	256,275.00	691,275.00
12/31/2034	455,000	4.000%	236,300.00	691,300.00
12/31/2035	470,000	4.000%	217,800.00	687,800.00
12/31/2036	490,000	4.000%	198,600.00	688,600.00
12/31/2037	510,000	4.000%	178,600.00	688,600.00
12/31/2038	530,000	4.000%	157,800.00	687,800.00
12/31/2039	555,000	4.000%	136,100.00	691,100.00
12/31/2040	575,000	4.000%	113,500.00	688,500.00
12/31/2041	600,000	4.000%	90,000.00	690,000.00
12/31/2042	625,000	4.000%	65,500.00	690,500.00
12/31/2043	650,000	4.000%	40,000.00	690,000.00
12/31/2044	675,000	4.000%	13,500.00	688,500.00
	9,370,000		4,411,305.56	13,781,305.56

ANNUAL PAYMENTS

BOND DEBT SERVICE

Waller County
General Obligation Bonds, Series 2024

SEMI-ANNUAL PAYMENTS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/15/2025	310,000	5.000%	180,955.56	490,955.56	
08/15/2025			195,825.00	195,825.00	
12/31/2025					686,780.56
02/15/2026	305,000	5.000%	195,825.00	500,825.00	
08/15/2026			188,200.00	188,200.00	
12/31/2026					689,025.00
02/15/2027	320,000	5.000%	188,200.00	508,200.00	
08/15/2027			180,200.00	180,200.00	
12/31/2027					688,400.00
02/15/2028	335,000	5.000%	180,200.00	515,200.00	
08/15/2028			171,825.00	171,825.00	
12/31/2028					687,025.00
02/15/2029	355,000	5.000%	171,825.00	526,825.00	
08/15/2029			162,950.00	162,950.00	
12/31/2029					689,775.00
02/15/2030	375,000	5.000%	162,950.00	537,950.00	
08/15/2030			153,575.00	153,575.00	
12/31/2030					691,525.00
02/15/2031	390,000	5.000%	153,575.00	543,575.00	
08/15/2031			143,825.00	143,825.00	
12/31/2031					687,400.00
02/15/2032	410,000	5.000%	143,825.00	553,825.00	
08/15/2032			133,575.00	133,575.00	
12/31/2032					687,400.00
02/15/2033	435,000	5.000%	133,575.00	568,575.00	
08/15/2033			122,700.00	122,700.00	
12/31/2033					691,275.00
02/15/2034	455,000	4.000%	122,700.00	577,700.00	
08/15/2034			113,600.00	113,600.00	
12/31/2034					691,300.00
02/15/2035	470,000	4.000%	113,600.00	583,600.00	
08/15/2035			104,200.00	104,200.00	
12/31/2035					687,800.00
02/15/2036	490,000	4.000%	104,200.00	594,200.00	
08/15/2036			94,400.00	94,400.00	
12/31/2036					688,600.00
02/15/2037	510,000	4.000%	94,400.00	604,400.00	
08/15/2037			84,200.00	84,200.00	
12/31/2037					688,600.00
02/15/2038	530,000	4.000%	84,200.00	614,200.00	
08/15/2038			73,600.00	73,600.00	
12/31/2038					687,800.00
02/15/2039	555,000	4.000%	73,600.00	628,600.00	
08/15/2039			62,500.00	62,500.00	
12/31/2039					691,100.00
02/15/2040	575,000	4.000%	62,500.00	637,500.00	
08/15/2040			51,000.00	51,000.00	
12/31/2040					688,500.00
02/15/2041	600,000	4.000%	51,000.00	651,000.00	
08/15/2041			39,000.00	39,000.00	
12/31/2041					690,000.00
02/15/2042	625,000	4.000%	39,000.00	664,000.00	
08/15/2042			26,500.00	26,500.00	
12/31/2042					690,500.00
02/15/2043	650,000	4.000%	26,500.00	676,500.00	
08/15/2043			13,500.00	13,500.00	
12/31/2043					690,000.00
02/15/2044	675,000	4.000%	13,500.00	688,500.00	
12/31/2044					688,500.00
	9,370,000		4,411,305.56	13,781,305.56	13,781,305.56

AGGREGATE DEBT SERVICE

Waller County
General Obligation Bonds, Series 2024

Period Ending	General Obligation Bonds, Series 2024	Other D/S	Aggregate Debt Service
12/31/2024		2,002,835.63	2,002,835.63
12/31/2025	686,780.56	6,769,241.00	7,456,021.56
12/31/2026	689,025.00	6,765,519.75	7,454,544.75
12/31/2027	688,400.00	6,769,879.00	7,458,279.00
12/31/2028	687,025.00	6,071,175.00	6,758,200.00
12/31/2029	689,775.00	6,062,043.75	6,751,818.75
12/31/2030	691,525.00	5,045,231.25	5,736,756.25
12/31/2031	687,400.00	5,037,081.25	5,724,481.25
12/31/2032	687,400.00	5,037,768.75	5,725,168.75
12/31/2033	691,275.00	5,035,787.50	5,727,062.50
12/31/2034	691,300.00	5,041,706.25	5,733,006.25
12/31/2035	687,800.00	5,035,212.50	5,723,012.50
12/31/2036	688,600.00	5,036,053.13	5,724,653.13
12/31/2037	688,600.00	5,042,375.00	5,730,975.00
12/31/2038	687,800.00	5,039,300.00	5,727,100.00
12/31/2039	691,100.00	2,342,000.00	3,033,100.00
12/31/2040	688,500.00	2,347,100.00	3,035,600.00
12/31/2041	690,000.00	2,348,656.25	3,038,656.25
12/31/2042	690,500.00	2,346,662.50	3,037,162.50
12/31/2043	690,000.00	2,346,156.25	3,036,156.25
12/31/2044	688,500.00		688,500.00
	13,781,305.56	91,521,784.76	105,303,090.32

CERTIFICATION OF THE 2024 APPRAISAL ROLL

WALLER COUNTY FM

I, Becky Gurrola, Chief Appraiser for Waller County Appraisal District solemnly swear that the attached is that portion of the approved roll of the Waller County Appraisal District which lists property taxable by the **Waller County FM** and constitutes the Appraisal Roll for the Waller County Appraisal District.

TOTAL 2024 CERTIFIED APPROVED TAXABLE (Before the Freeze)	$13,555,285,572
TOTAL 2024 CERTIFIED TAXABLE VALUE UNDER PROTEST	$0

WALLER COUNTY APPRAISAL DISTRICT STATE OF TEXAS

Becky Gurrola
Chief Appraiser

July 17, 2024

CERTIFICATION OF THE 2024 APPRAISAL ROLL

WALLER COUNTY FM

I, Becky Gurrola, Chief Appraiser for Waller County Appraisal District solemnly swear that the attached is that portion of the approved roll of the Waller County Appraisal District which lists property taxable by the **Waller County FM** and constitutes the Appraisal Roll for the Waller County Appraisal District.

TOTAL 2024 CERTIFIED APPROVED TAXABLE (After the Freeze)	$12,603,374,033
TOTAL 2024 CERTIFIED TAXABLE VALUE UNDER PROTEST	$0

WALLER COUNTY APPRAISAL DISTRICT STATE OF TEXAS

Becky Gurrola
Chief Appraiser

July 17, 2024

CERTIFICATION OF THE 2024 APPRAISAL ROLL

WALLER COUNTY

I, Becky Gurrola, Chief Appraiser for Waller County Appraisal District solemnly swear that the attached is that portion of the approved roll of the Waller County Appraisal District which lists property taxable by the **Waller County** and constitutes the Appraisal Roll for the Waller County Appraisal District.

TOTAL 2024 CERTIFIED APPROVED TAXABLE (Before the Freeze)	$13,582,361,599
TOTAL 2024 CERTIFIED TAXABLE VALUE UNDER PROTEST	$0

WALLER COUNTY APPRAISAL DISTRICT STATE OF TEXAS

Becky Gurrola
Chief Appraiser

July 17, 2024

CERTIFICATION OF THE 2024 APPRAISAL ROLL

WALLER COUNTY

I, Becky Gurrola, Chief Appraiser for Waller County Appraisal District solemnly swear that the attached is that portion of the approved roll of the Waller County Appraisal District which lists property taxable by the **Waller County** and constitutes the Appraisal Roll for the Waller County Appraisal District.

TOTAL 2024 CERTIFIED APPROVED TAXABLE (After the Freeze)	$12,630,303,030
TOTAL 2024 CERTIFIED TAXABLE VALUE UNDER PROTEST	$0

WALLER COUNTY APPRAISAL DISTRICT
STATE OF TEXAS

Becky Gurrola
Chief Appraiser

July 17, 2024

WALLER COUNTY, TEXAS

SINGLE AUDIT REPORTS AND SCHEDULES FOR FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023

WALLER COUNTY, TEXAS
Single Audit Reports and Schedules for Federal Awards
Year Ended December 31, 2023
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RUTLEDGE CRAIN & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS
3214 W Park Row, Suite E
Pantego, Texas 76013

INDEPENDENT AUDITORS' REPORT ON THE SCHEDULES OF EXPENDITURES OF FEDERAL AWARDS

The Honorable Judge and County Commissioners
Waller County
Hempstead, Texas

Report on the Audit of the Schedules of Expenditures of Federal Awards

Opinion

We have audited the schedule of expenditures of federal awards of Waller County, Texas (the "County") for the year ended December 31, 2023, and the related notes (the schedule)

In our opinion, the accompanying schedule of expenditures of federal awards presents fairly, in all material respects, the expenditures of federal awards of the County for the year ended December 31, 2023, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Schedule section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Federal Schedules

Management is responsible for the preparation and fair presentation of the schedules in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the schedule that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Federal Schedules

Our objectives are to obtain reasonable assurance about whether the schedules as a whole are free from material misstatement, whether due to fraud or error, and to issue an Auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform Guidance, will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the schedule.

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In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the schedules, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the schedules.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the schedules.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Rutledge Crain & Company, PC

July 25 2024

RUTLEDGE CRAIN & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS
3214 W Park Row, Suite E
Pantego, Texas 76013

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Honorable Judge and County Commissioners
Waller County
Hempstead, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Waller County, Texas (the "County"), as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated July 25, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

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Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rutledge Crain & Company, PC

July 25, 2024

RUTLEDGE CRAIN & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS
3214 W Park Row, Suite E
Pantego, Texas 76013

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE *UNIFORM GUIDANCE*

The Honorable Judge and County Commissioners
Waller County
Hempstead, Texas

Report on Compliance for Each Major State Program

Opinion on Each Major Federal Program

We have audited Waller County, Texas' (the "County") compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended December 31, 2023. The County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal programs for the year ended December 31, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards, the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the County's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the County's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and

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therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Rutledge Cecil & Company, PC

July 25, 2024

WALLER COUNTY, TEXAS
Schedule of Prior Audit Findings for Federal Awards
December 31, 2023

Not applicable

WALLER COUNTY, Texas
Schedule of Findings and Questioned Costs for Federal Awards
For the Year Ended December 31, 2023

I. Summary of Auditors' Results

The auditors' report expresses an unmodified opinion on the financial statements.

No reportable conditions were disclosed during the audit of the financial statements.

No instances of noncompliance material to the financial statements of Waller County, Texas were disclosed during the audit.

No reportable conditions in the internal control over major Federal award programs were disclosed during the audit.

The auditors' report on compliance for the major federal award programs for Waller County, Texas expresses an unmodified opinion on all major programs.

There were no audit findings reported in accordance with the *Uniform Guidance*.

The programs tested as major programs included:

CFDA #21.027 Coronavirus State and Local Fiscal Recovery Funds

The threshold used to distinguish between Type A and Type B federal programs was $750,000.

The County was not qualified as a low-risk auditee.

The County did not elect to use the 10% de minimis indirect cost rate.

Grant Subrecipients – None

II. Findings Related to the Financial Statements Which are Required to be Reported in Accordance with Generally Accepted Government Auditing Standards.

No findings to be reported.

III. Findings and Questioned Costs for Federal Awards

No findings to be reported.

Prior Year Financial Statement, Federal Award Findings and Questioned Costs

N/A

Corrective Action Plan

N/A

WALLER COUNTY, TEXAS
Corrective Action Plan for Federal Awards
December 31, 2023

Not applicable

WALLER COUNTY, TEXAS
Schedule of Expenditures of Federal Awards
For the Year Ended December 31,2023

Federal Grant /Pass Through Grantor/Program Title	Federal CFDA Number	Pass-Through Grantor's Number	Audit Period Receipts	Passed Through to Subrecipients	Current Period Expenditures	
Direct Grants						
United States Department of the Treasury						
Coronavirus State Fiscal Recover Fund - Victims of Crime - SB8	21.027	NA	$ -	$ -	$ 2,084,205	#
Total U. S. Department of the Treasury			-	-	2,084,205	
United States Department of Justice						
State Criminal Alien Assistance Program (SCAAP) - 2022	16.006	NA	18,937	-	4,166	
State Criminal Alien Assistance Program (SCAAP) - 2023	16.006	NA	-	-	5,502	
Equitable Sharing Agreement and Certification	16.922	NA	121,751	-	77,951	
Total U. S. Department of the Treasury			140,688	-	87,619	
Total Federal Direct Grants			140,688	-	2,171,824	
Indirect Grants						
Highway Safety Cluster						
United States Department of Transportation						
Passed Through Texas Dept of Transportation						
State and Commuity Highway Safety - STEP CMV	20.600	2023-WallerCOCO-S-CMV-00029	6,125	-	5,100	
State and Commuity Highway Safety - STEP COMPREHENSIVE	20.600	2023-WallerCOCO-S-1YG-00094	21,978	-	19,053	
State and Commuity Highway Safety - STEP CMV	20.600	2024-WallerCOCO-S-CMV-00029	-	-	3,310	
State and Commuity Highway Safety - STEP COMPREHENSIVE	20.600	2024-WallerCOCO-S-1YG-00094	-	-	3,536	
Total U. S. Department of Transportation			28,103	-	30,999	
Total Federal Cluster Grants			28,103	-	30,999	
Other Indirect Federal Grants						
U. S. Department of Housing and Urban Development						
Passed Through Texas General Land Office						
Community Development Block Grant (GLO)						
Harvey Buyout Program	14.228	20-066-011-C074	352,704	-	248,079	
Harvey Infrastructure Program	14.228	20-065-062-C180	328,596	-	106,171	
Total U. S. Department of Housing and Urban Development			681,300	-	354,250	
Passed Through Office of the Gov - CJD						
Victims of Crime Act Formula Grant Program	16.575	2021-CS-21027	50,854	-	42,793	
Victims of Crime Act Formula Grant Program	16.575	2020-V2-GX-0004	50,854	-	12,197	
Total U. S. Department of the Justice			101,708	-	54,990	
Total Indirect Federal Grants			811,111	-	440,239	
TOTAL FEDERAL GRANTS			$ 951,799	$ -	$ 2,612,063	

 # - Major Fund

WALLER COUNTY, TEXAS
Notes to Expenditures of Federal Awards
December 31, 2023

A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

The accompanying Schedules of Expenditures of Federal Awards presents the activity of all federal award programs of Waller County, Texas (the "County").

Basis of Accounting

The accompanying Schedules of Expenditures of Federal Awards are presented using the modified accrual basis of accounting for governmental funds.

B - CONTINGENCIES

The County participates in several federal and state grant programs, which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the County has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the collectability of any related receivable at December 31, 2022 may be impaired. In the opinion of management, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants.

C – Reconciliation of U. S. Treasury State and Local Financial Recovery Fund Reports to SEFA

SLFRF reports are required to be reported by the end of the month following the end of a calendar quarter. The county's internal financial reports are made on the cash basis with an adjustment to GAAP basis for annual financial reporting on the SEFA.

Reported Grant Expenditures	2021	2022	2023	Cumulative
SLFRF - Cash Basis	$ 300,895	$ 2,567,083	$ 2,431,828	$ 5,299,806
Timing difference - Cash vs. GAAP	174,138	344,937	(347,623)	171,452
SEFA - GAAP Basis	$ 475,033	$ 2,912,020	$ 2,084,205	$ 5,471,258

WALLER COUNTY, TEXAS

ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED DECEMBER 31, 2023

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WALLER COUNTY, TEXAS
ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED DECEMBER 31, 2023

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WALLER COUNTY, TEXAS
ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED DECEMBER 31, 2023

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WALLER COUNTY, TEXAS
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FOR THE YEAR ENDED DECEMBER 31, 2023

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Financial Section

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RUTLEDGE CRAIN & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS
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INDEPENDENT AUDITORS' REPORT

To the Honorable County Judge and Commissioners Comprising the
Commissioners' Court of Waller County, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Waller County, Texas (the County) as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the County as of December 31, 2023, and the respective changes in financial position, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *Texas Uniform Grant Management System* (UGMS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, pension schedules, OPEB schedules, and notes to required supplementary information on pages 5–11 and 57–64 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The accompanying combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 25, 2024, on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

Rutledge Crain & Company, PC

July 25, 2024

Management's Discussion and Analysis

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WALLER COUNTY, TEXAS
MANAGEMENT'S DISCUSSION AND ANALYSIS
DECEMBER 31, 2023
(Unaudited)

As management of Waller County, we offer readers of the County's financial statements this narrative overview and analysis of the financial activities of the County for the fiscal year ended December 31, 2023. We encourage readers to consider the information presented herein with the County's financial statements, which follow this section.

- The assets of the County exceeded its liabilities at the close of the fiscal year ended December 31, 2023, by $106,378,104 (net position). Of this amount, $5,486,514 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- The County's total net position increased by $36,524,412.
- The County's governmental funds reported combined ending fund balances of $77,063,056 an increase of $35,514,708 in comparison to the previous year.
- The unassigned portion of the General Fund balance at the end of the year was $30,185,280 and $14,500,000 is committed to construction.
- Total General Obligation Debt of the County increased by $23,693,000 during the fiscal year with the 2023 payments and the issuance of additional debt.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements comprise four components: 1) government-wide financial statements, 2) fund financial statements, 3) fiduciary financial statements, and 4) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

GOVERNMENT-WIDE FINANCIAL STATEMENTS: The government-wide financial statements are designed to provide readers with a broad overview of Waller County's finances. This is done in a manner similar to a private-sector business. Two statements, the Statement of Net Position and the Statement of Activities, are utilized to provide this financial overview.

The Statement of Net Position presents information on all of the County's assets, deferred outflows of resources, deferred inflows of resources and liabilities with the difference between these categories reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the County is improving or deteriorating.

The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

In addition, the statement of activities highlights government activities supported by taxes and intergovernmental revenues, along with program revenues classified to the corresponding government activity.

The government-wide financial statements can be found on pages 14 - 15 of this report.

FUND FINANCIAL STATEMENTS: The County, like other state and local governments, utilizes fund accounting to ensure and demonstrate compliance with finance-related legal requirements. A fund is a grouping of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. All of the funds of the County can be divided into two categories: governmental funds and fiduciary funds.

GOVERNMENTAL FUNDS: Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The County maintains fifty-four individual governmental funds. Information is presented separately in the Governmental Fund Balance Sheet and in the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balances for the General Fund, Road and Bridge Fund, Debt Service Fund and, Courthouse Project, each of which are considered to be major funds. Data from the other fifty funds are combined into a single, aggregated presentation. Individual fund data for each of the non-major governmental funds is provided in the form of combining statements elsewhere in this report.

FIDUCIARY FUNDS: Fiduciary funds account for assets held by the County in a trustee capacity or as an agent on behalf of others. Private Purpose Trust funds account for assets held by the government under the terms of a formal trust agreement.

NOTES TO THE FINANCIAL STATEMENTS: The notes provide additional information that is essential to gain a full understanding of the data provided in the government-wide and fund financial statements

OTHER INFORMATION: In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information. Required supplementary information can be found after the notes to the financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

At the end of fiscal year 2023, the County's net position (assets and deferred outflows of resources exceeding liabilities and deferred inflows of resources) totaled $106,378,104. This analysis focuses on the net position (Table 1) and changes in net position (Table 2).

NET POSITION: The largest portion of the County's net position, $73,170,084 or 68.78%, reflects its investment in capital assets (land, buildings, infrastructure, machinery and equipment), less any related debt used to acquire those assets that are still outstanding. The County uses these assets to provide services to its citizen's, consequently; these assets are not available for future spending. Although the County reports its capital assets net of related debt, the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Restricted net assets totaling $27,157,093 or 25.52%, are restricted for future debt service payments and capital projects.

The remaining balance of unrestricted net position, $5,486,514 or 5.70%, may be used to meet the government's ongoing obligations to citizens and creditors.

Table 1
Condensed Statement of Net Position

	12/31/2023	12/31/2022	Increase (Decrease)
ASSETS			
Current and other assets	$151,524,574	$113,207,852	$ 38,316,722
Capital assets	121,055,245	99,077,477	21,977,768
Net pension asset	-	5,218,156	(5,218,156)
Total assets	272,579,819	217,503,485	55,076,334
DEFERRED OUTFLOWS OF RESOURCES	10,589,327	4,860,747	5,728,580
LIABILITIES			
Other liabilities	5,835,698	10,997,278	(5,161,580)
Long-term liabilities	92,516,859	65,263,249	27,253,610
Total liabilities	98,352,557	76,260,527	22,092,030
DEFERRED INFLOWS OF RESOURCES	78,438,485	76,250,012	2,188,473
NET POSITION			
Invested in capital assets, net	73,170,084	49,559,393	23,610,691
Restricted for debt service	564,413	988,980	(424,567)
Restricted for capital projects	27,157,093	3,447,824	23,709,269
Unrestricted	5,486,514	15,857,496	(10,370,982)
	$106,378,104	$ 69,853,693	$ 36,524,411

CHANGES IN NET POSITION: The net position of the County increased by $36,524,412 for the fiscal year ended December 31, 2023. See page 15 for a detailed list of the items that contributed to current year increase in net position.

Table 2
Changes in Net Position

	12/31/2023	12/31/2022	Increase (Decrease)
Revenues:			
Program revenues			
Charges for services	$ 5,186,857	$ 5,748,737	$ (561,880)
Operating grants and contributions	1,160,872	656,158	504,714
Capital grants and contributions	2,445,531	3,972,932	(1,527,401)
General revenues			
Taxes	51,147,082	45,032,781	6,114,301
Interest	4,541,520	958,913	3,582,607
Miscellaneous	5,307,536	1,050,591	4,256,945
Gain/Loss sale of capital assets	(2,201)	(13,080)	10,879
Total revenues	69,787,197	57,407,032	12,380,165
Expenses:			
General government	6,336,812	6,946,224	(609,412)
Financial administration	1,902,376	1,887,313	15,063
Public safety	12,312,784	11,218,314	1,094,470
Judicial	4,386,311	3,400,172	986,139
Legal	1,846,924	1,719,058	127,866
Public transportation	10,007,439	11,290,528	(1,283,089)
Health and welfare	201,188	132,351	68,837
Culture and recreation	605,644	578,283	27,361
Non departmental	7,585,474	7,545,520	39,954
Interest on long-term debt	2,849,779	1,496,463	1,353,316
Total expenses	48,034,731	46,214,226	1,820,505
Increase (decrease) in net position	21,752,466	11,192,806	10,559,660
Net position - beginning of year	69,853,692	58,660,886	11,192,806
Prior period adjustment	14,771,946	-	14,771,946
Net position - end of year	$106,378,104	$ 69,853,692	$ 36,524,412

REPORTING THE COUNTY'S MOST SIGNIFICANT FUNDS

GOVERNMENTAL FUNDS: The focus of the County's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the County's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the County's governmental funds reported combined fund balances of $77,063,056.

The General Fund is the main operating fund of the County. The General Fund had an increase in fund balance of $10,186,333 and at the end of the current fiscal year unassigned fund balance was $30,185,280. Key factors of the increase are as follows:

- Total General Fund revenues increased $4,526,375 or 11.76% compared to 2022 and was significantly due to an increase in ad valorem taxes of $3,031,632. The increase in ad valorem taxes was the result of the increase of taxable values.
- Total governmental expenditures increased $ 2,440,934 or 8.07% compared to 2022.

The Road and Bridge Fund had an increase in the fund balance of $1,638,557 and at the end of the current fiscal year fund balance was $1,685,539. The total amount of revenue received for the Road & Bridge Fund was $11,239,190 and the expenditures were $9,625,315. Key factors of the changes are as follows:

- Total Road and Bridge Fund revenues increased $1,661,059 or 17.34% compared to 2022 and was significantly due to the increase in property tax revenue.
- Total governmental expenditures decreased $3,575,206 or 27.08% compared to 2022.

GENERAL FUND BUDGETARY HIGHLIGHTS. The Commissioners' Court adopts the annual budget for the County according to State statute. Appropriated budgets are approved and employed as a management control device during the fiscal year. The County maintains strict budgetary controls and sets it appropriations at the department level. Budget amendments and transfers may be made only with the approval of Commissioners' Court. There were no material changes between the original budget and the final amended budget.

Actual revenues were more than the budgeted revenues by $2,893,572 and the expenditure budget exceeded actual expenses by $4,105,809 for an overall positive budget variance of $6,999,381.

CAPITAL ASSETS AND DEBT ADMINISTRATION

CAPITAL ASSETS: The County's investment in capital assets as of December 31, 2023, totals $121,055,245 (net of accumulated depreciation). Investment in capital assets includes land, buildings, and infrastructure. The total increase in the County's investment in capital assets for the current year was 22.18%.

Table 3
Capital Assets at Year End

Asset	12/31/2023	12/31/2022	Increase (Decrease)
Land	$ 2,282,365	$ 2,256,196	$ 26,169
Construction in progress	14,769,776	8,398,038	6,371,738
Buildings	48,307,297	50,362,872	(2,055,575)
Machinery and equipment	5,882,073	4,918,199	963,874
Right to use assets - equipment	1,150,893	1,819,867	(668,974)
Roads	45,648,722	28,894,284	16,754,438
Bridges	3,014,119	2,428,021	586,098
	$121,055,245	$ 99,077,477	$ 21,977,768

Additional information on the County's capital assets can be found in the notes to the financial statements.

DEBT ADMINISTRATION: At the end of the current fiscal year, Waller County had total debt outstanding of $92,516,859. Certificates of Obligations issued for a new Courthouse in the amount of $31,175,000 Tax Notes issued for capital equipment and design work in the amount of $8,490,000 and General Obligation bonds issued for the construction of a new Justice Center in the amount of $31,600,000 and are payable from annual appropriations of the Debt Service Fund. Capital lease obligations for equipment in the amount of $1,241,021 are payable from annual appropriations of the General Fund. The remainder of the debt consists of compensated absences payable of $823,141, a liability for unfunded other post-employment benefits (OPEB) of $16,652,113 and net bond discounts and premium's in the amount of $2,535,584.

Table 4
Outstanding Debt at Year End

Type of Debt	12/31/2023	12/31/2022	Increase (Decrease)
General obligation bonds	$ 31,600,000	$ 33,110,000	$ (1,510,000)
Bond premium	3,096,785	1,705,692	1,391,093
Bond discount	(561,201)	(448,199)	(113,002)
Tax notes	8,490,000	10,000,000	(1,510,000)
Certificates of obligation	31,175,000	4,462,000	26,713,000
Leases payable	1,241,021	1,871,056	(630,035)
Compensated absences	823,141	684,012	139,129
Liability (asset) for unfunded pension	2,626,589	(5,218,156)	7,844,745
Liability for unfunded OPEB retiree health	13,294,894	12,937,824	357,070
Liability for unfunded OPEB term life	730,630	940,864	(210,234)
	$ 92,516,859	$ 60,045,093	$ 32,471,766

Additional information on the County's long-term debt can be found in the notes to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

For fiscal year 2024, the Commissioners' Court adopted a budget of $66,925,743 in estimated revenues and a property tax rate of $0.522943 per hundred dollars of taxable value. This rate was $.025502 lower than fiscal year 2023. This is estimated to provide an overall revenue increase of $7,704,672 over the 2023 budget with $5,167,488 is tax revenue to be raised from new property added to the tax roll this year.

Requests for Information

This financial report is designed to provide a general overview of the County's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Waller County Auditor, 425 FM 1488, Suite 119, Hempstead, Texas, 77445.

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Basic Financial Statements

EXHIBIT A-1

WALLER COUNTY, TEXAS
STATEMENT OF NET POSITION
DECEMBER 31, 2023

	Governmental Activities
ASSETS	
Cash and cash equivalents	$ 16,161,460
Investments	80,130,658
Receivables (net of allowances for uncollectibles)	53,503,605
Inventories	938,891
Prepaid items	789,960
Restricted assets:	
Capital assets (net of accumulated depreciation)	
Land	2,282,365
Construction in progress	14,769,776
Buildings	48,307,297
Machinery and equipment	5,882,073
Right to use assets - equipment	1,150,893
Roads	45,648,722
Bridges	3,014,119
Total Assets	272,579,819
DEFERRED OUTFLOWS OF RESOURCES	
Deferred charges	10,589,327
Total Deferred Outflows of Resources	10,589,327
LIABILITIES	
Accounts payable	2,241,802
Other payables and accruals	1,669,068
Due to other governments	1,582,184
Due to others	342,644
Noncurrent liabilities:	
Due within one year	5,086,155
Due in more than one year	87,430,704
Total Liabilities	98,352,557
DEFERRED INFLOW OF RESOURCES	
Unearned revenue	78,438,485
Total Deferred Inflows of Resources	78,438,485
NET POSITION:	
Net Investment in Capital Assets	73,170,084
Restricted For:	
Debt Service	564,413
Capital Projects	27,157,093
Unrestricted	5,486,514
Total Net Position	$ 106,378,104

The accompanying notes are an integral part of this statement.

EXHIBIT

WALLER COUNTY, TEXAS

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2023

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Primary Government:					
Governmental activities:					
General government	$ 6,336,812	$ 990,620	$ 127,188	$ 2,084,205	$ (3,134,799)
Financial administration	1,902,376	593,469	19,728	--	(1,289,179)
Public Safety	12,312,784	551,731	469,359	9,668	(11,282,026)
Judicial	4,386,311	1,273,891	55,089	--	(3,057,331)
Legal	1,846,924	189,298	117,147	--	(1,540,479)
Public transportation	10,007,439	1,528,046	262,598	351,658	(7,865,137)
Health and welfare	201,188	1,200	--	--	(199,988)
Culture and recreation	605,644	4,547	109,763	--	(491,334)
Nondepartmental	7,585,474	54,055	--	--	(7,531,419)
Interest on long-term debt	2,849,779	--	--	--	(2,849,779)
Total governmental activities	48,034,731	5,186,857	1,160,872	2,445,531	(39,241,471)
Total Primary Government	$ 48,034,731	$ 5,186,857	$ 1,160,872	$ 2,445,531	(39,241,471)
General Revenues:					
Taxes					51,147,082
Unrestricted Investment Earnings					4,541,520
Miscellaneous					5,307,536
Loss on Disposal of Capital Assets					(2,201)
Total General Revenues					60,993,937
Change in Net Position					21,752,466
Net Position - Beginning					69,853,692
Prior Period Adjustment					14,771,946
Net Position - Ending					$ 106,378,104

The accompanying notes are an integral part of this statement.

WALLER COUNTY, TEXAS
BALANCE SHEET - GOVERNMENTAL FUNDS
DECEMBER 31, 2023

	General Fund	Road and Bridge
ASSETS		
Cash and cash equivalents	$ 5,988,445	$ 2,172,600
Investments	47,726,937	2,647,431
Receivables (net of allowances for uncollectibles):		
Taxes	33,495,004	10,876,980
Fines	2,271,822	309,707
Intergovernmental	266,680	249,844
Due from other funds	2,842	536,871
Prepaid items	742,317	9,695
Total Assets	$ 90,494,047	$ 16,803,128
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES		
Liabilities:		
Accounts payable	$ 879,039	$ 1,060,689
Other payables and accruals	385,684	261,526
Due to other funds	--	--
Due to other governments	1,582,184	--
Due to others	342,644	--
Total Liabilities	3,189,551	1,322,215
Deferred Inflows of Resources		
Deferred revenue	33,909,947	11,164,766
Taxes collected in advance	7,966,952	2,630,608
Total Deferred Inflows of Resources	41,876,899	13,795,374
Fund balances:		
Nonspendable	742,317	9,695
Restricted	--	--
Committed to construction	14,500,000	--
Committed to road and bridge maintenance	--	1,675,844
Committed to justice administration	--	--
Unassigned	30,185,280	--
Total fund balances	45,427,597	1,685,539
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 90,494,047	$ 16,803,128

The accompanying notes are an integral part of this statement.

EXHIBIT A-3

Debt Service Certificate Fund	County Courthouse Project	Other Governmental Funds	Total Governmental Funds
$ 1,531,704	$ 934	$ 6,467,777	$ 16,161,460
261,130	27,437,976	2,057,184	80,130,658
5,931,909	--	--	50,303,893
--	--	53,929	2,635,458
--	--	47,730	564,254
--	--	--	539,713
--	--	37,948	789,960
$ 7,724,743	$ 27,438,910	$ 8,664,568	$ 151,125,396
$ 500	$ 282,466	$ 19,108	$ 2,241,802
--	--	20,418	667,628
--	--	539,713	539,713
--	--	--	1,582,184
--	--	--	342,644
500	282,466	579,239	5,373,971
5,918,150	--	5,658,414	56,651,277
1,439,532	--	--	12,037,092
7,357,682	--	5,658,414	68,688,369
--	--	37,948	789,960
366,561	27,156,444	2,400,813	29,923,818
--	--	--	14,500,000
--	--	--	1,675,844
--	--	1,050	1,050
--	--	(12,896)	30,172,384
366,561	27,156,444	2,426,915	77,063,056
$ 7,724,743	$ 27,438,910	$ 8,664,568	$ 151,125,396

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EXHIBIT A-4

WALLER COUNTY, TEXAS

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
DECEMBER 31, 2023

Total fund balances - governmental funds balance sheet	$	77,063,056
Amounts reported for governmental activities in the Statement of Net Position ("SNP") are different because:		
Capital assets used in governmental activities are not reported in the funds.		121,055,245
Property taxes receivable unavailable to pay for current period expenditures are deferred in the funds.		2,358,480
Payables for bond principal which are not due in the current period are not reported in the funds.		(71,265,000)
Payables for right-to-use leases which are not due in the current period are not reported in the funds.		(1,241,021)
Payables for debt interest which are not due in the current period are not reported in the funds.		(1,001,440)
Payables for compensated absences which are not due in the current period are not reported in the funds.		(823,141)
Other long-term assets are not available to pay for current period expenditures and are deferred in the funds.		938,892
Court fines receivable unavailable to pay for current period expenditures are deferred in the funds.		879,061
Recognition of the County's net pension liability is not reported in the funds.		(2,626,589)
Deferred Resource Inflows related to the pension plan are not reported in the funds.		(6,090,904)
Deferred Resource Outflows related to the pension plan are not reported in the funds.		10,347,709
Bond premiums and discounts are amortized in the SNA but not in the funds.		(2,535,584)
Recognition of the County's net OPEB liability is not reported in the funds.		(14,025,524)
Deferred Resource Inflows related to the OPEB plans are not reported in the funds.		(6,896,754)
Deferred Resource Outflows related to the OPEB plans are not reported in the funds.		241,618
Net position of governmental activities - Statement of Net Position	$	106,378,104

The accompanying notes are an integral part of this statement.

WALLER COUNTY, TEXAS

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023

	General Fund	Road and Bridge
Revenues:		
Taxes	$ 36,409,336	$ 8,831,350
Licenses and permits	205,506	1,376,914
Intergovernmental	1,076,950	302,720
Charges for services	813,423	--
Fines	1,180,290	104,401
Interest	2,529,477	144,252
Miscellaneous	793,717	479,553
Total revenues	43,008,699	11,239,190
Expenditures:		
Current:		
General government	4,490,033	--
Financial administration	2,048,577	--
Public safety	13,278,901	--
Judicial	3,245,584	--
Legal	1,707,038	--
Public transportation	--	8,795,903
Health and welfare	205,251	--
Culture and recreation	525,879	25,756
Nondepartmental	6,197,037	803,656
Capital outlay	958,088	--
Debt service:		
Principal	--	--
Interest and fiscal charges	--	--
Bond issuance cost	--	--
Total expenditures	32,656,388	9,625,315
Excess (deficiency) of revenues over (under) expenditures	10,352,311	1,613,875
Other financing sources (uses):		
Transfers in	--	--
Transfers out	(208,421)	--
Proceeds of bond issue	--	--
Premium on bonds issued	--	--
Discount on bonds issued	--	--
Proceeds from capital lease	42,443	24,682
Total other financing sources (uses)	(165,978)	24,682
Net change in fund balances	10,186,333	1,638,557
Fund balances, January 1	35,241,264	46,982
Fund balances, December 31	$ 45,427,597	$ 1,685,539

The accompanying notes are an integral part of this statement.

EXHIBIT A-5

Debt Service Certificate Fund	County Courthouse Project	Other Governmental Funds	Total Governmental Funds
$ 5,326,185	$ --	$ --	$ 50,566,871
--	--	--	1,582,420
--	--	2,754,340	4,134,010
--	--	44,475	857,898
--	--	308,677	1,593,368
61,491	1,641,287	165,012	4,541,519
--	--	140,217	1,413,487
5,387,676	1,641,287	3,412,721	64,689,573
--	--	2,137,779	6,627,812
--	--	--	2,048,577
--	--	208,807	13,487,708
--	--	78,367	3,323,951
--	--	199,153	1,906,191
--	--	354,250	9,150,153
--	--	--	205,251
--	--	54,722	606,357
--	--	11,795	7,012,488
--	5,804,490	726,058	7,488,636
3,562,000	--	--	3,562,000
2,325,804	--	10,088	2,335,892
--	151,590	--	151,590
5,887,804	5,956,080	3,781,019	57,906,606
(500,128)	(4,314,793)	(368,298)	6,782,967
--	--	208,421	208,421
--	--	--	(208,421)
--	27,255,000	--	27,255,000
--	1,559,519	--	1,559,519
--	(149,903)	--	(149,903)
--	--	--	67,125
--	28,664,616	208,421	28,731,741
(500,128)	24,349,823	(159,877)	35,514,708
866,689	2,806,621	2,586,792	41,548,348
$ 366,561	$ 27,156,444	$ 2,426,915	$ 77,063,056

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EXHIBIT A

WALLER COUNTY, TEXAS

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2023

Net change in fund balances - total governmental funds	$	35,514,708
Amounts reported for governmental activities in the Statement of Activities ("SOA") are different because:		
Capital outlays are not reported as expenses in the SOA.		10,858,028
The depreciation of capital assets used in governmental activities is not reported in the funds.		(7,691,264)
Trade-in or disposal of capital assets decrease net position in the SOA but not in the funds.		(2,201)
Donations of capital assets increase net position in the SOA but not in the funds.		4,506,751
Certain property tax revenues are deferred in the funds. This is the change in these amounts this year.		587,212
Expenses not requiring the use of current financial resources are not reported as expenditures in the funds.		436,579
Repayment of bond principal is an expenditure in the funds but is not an expense in the SOA.		3,562,000
Repayment of right-to-use lease principal is an expenditure in the funds but is not an expense in the SOA.		697,160
(Increase) decrease in accrued interest from beginning of period to end of period.		(362,296)
Compensated absences are reported as the amount earned in the SOA but as the amount paid in the funds.		(139,129)
Certain fine revenues are deferred in the funds. This is the change in these amounts this year.		5,887
Proceeds of bonds do not provide revenue in the SOA, but are reported as current resources in the funds.		(27,255,000)
Bond premiums are reported in the funds but not in the SOA.		(1,391,293)
Bond discounts are reported in the funds but not in the SOA.		113,002
Proceeds of leases do not provide revenue in the SOA, but are reported as current resources in the funds.		(67,125)
Pension expense relating to GASB 68 is recorded in the SOA but not in the funds.		706,888
OPEB expense relating to GASB 75 is recorded in the SOA but not in the funds.		1,672,560
Change in net position of governmental activities - Statement of Activities	$	21,752,467

The accompanying notes are an integral part of this statement.

EXHIBIT

WALLER COUNTY, TEXAS
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
DECEMBER 31, 2023

	Custodial Funds	Private-purpose Trust Funds
ASSETS		
Cash and cash equivalents	$ 19,886,503	$ 19,870
Investments	--	826,064
Total Assets	19,886,503	845,934
LIABILITIES		
Due to other governments	11,243,878	--
Due to others	3,894,826	--
Total Liabilities	15,138,704	--
NET POSITION	$ 4,747,799	$ 845,934

The accompanying notes are an integral part of this statement.

EXHIBIT A-3

WALLER COUNTY, TEXAS

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023

	Custodial Funds	Private Purpose Trusts
ADDITIONS:		
Tax Collections	$ 170,392,429	$ --
Fees of office	3,292,184	--
Receipts from fiduciaries	5,527,823	--
Miscellaneous	255,046	43,529
Total Additions	179,467,482	43,529
DEDUCTIONS:		
Payments to county	28,963,738	--
Payments to other goverenments	109,540,089	--
Payments to beneficiaries	8,603,388	
Other	30,897,470	40,479
Total Deductions	178,004,685	40,479
Change in Fiduciary Net Position	1,462,797	3,050
Net Position-Beginning of the Year	3,285,002	842,884
Net Position-End of the Year	$ 4,747,799	$ 845,934

The accompanying notes are an integral part of this statement.

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I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The County, a political subdivision of the State of Texas is governed by an elected judge and four county commissioners which comprise the commissioner's court. The County's operational activities include general government, financial administration, public safety, judicial, legal, public transportation, health and welfare, culture and recreation, and nondepartmental expenditures.

The accounting policies of Waller County, Texas, conform to generally accepted accounting principals issued by the Governmental Accounting Standards Board which is the recognized financial accounting standard setting body for governmental entities. The notes to the financial statements are an integral part of the County's basic financial statements.

The accompanying basic financial statements comply with the provisions of the GASB Statement No. 14, "The Financial Reporting Entity," in that the financial statements include all organizations, activities, functions and component units for which the County (the "primary government") is financially accountable. Financial accountability is defined as the appointment of a voting majority of a legally separate organization's governing body and either (1) the County's ability to impose its will over the organization, or (2) the potential that the organization will provide a financial benefit to or impose a financial burden on the County.

There are no component units which satisfy requirements for blending or discrete presentation within the County's financial statements. Accordingly, the basic financial statements present the County only.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the government. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities,* are normally supported by taxes and intergovernmental revenues.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting.* Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Fines and permits, and miscellaneous revenues are not susceptible to accrual because generally they are not measurable until received in cash.

The County reports the following major governmental funds:

The *General Fund* is the County's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Road and Bridge Fund* accounts for the activities of the Road and Bridge department.

The *Debt Service Certificate Fund* accounts for debt service for the County.

The *County Courthouse Project Fund* accounts for the construction of the County's new courthouse.

Additionally, the County reports the following fund types:

Special Revenue Funds account for specific revenue sources that are legally restricted to expenditures for specified purposes (not including expendable trusts or major capital projects).

Capital Projects Funds account for construction or acquisition of major capital facilities primarily from the proceeds of debt issues.

Private Purpose Trust Funds are used to account for resources legally held in trust for use of other governmental entities. All resources of the funds, including any earnings on invested resources, may be used.

Custodial Funds are used to account for assets held by the government for individuals, private organizations, and/or other funds.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes, miscellaneous revenue, and interest income.

D. Assets, liabilities, and net assets or equity

1. Deposits and investments

The County's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

State statutes authorize the County to invest in (1) obligations of the United States or its agencies and instrumentalities; (2) direct obligations of the State of Texas or its agencies; (3) other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States; (4) obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than A or its equivalent; (5) certificates of deposit by state and national banks domiciled in this state that are (A) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or, (B) secured by obligations that are described by (1) - (4); or, (6) fully collateralized direct repurchase agreements having a defined termination date, secured by obligations described by (1), pledged with third party selected or approved by the County, and placed through a primary government securities dealer.

Investments maturing within one year of date of purchase are stated at cost or amortized cost, all other investments are stated at fair value which is based on quoted market prices.

2. Receivables and payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of inter fund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade receivables are shown net of an allowance for uncollectibles. Trade accounts receivable in excess of 60 days comprise the trade accounts receivable allowance for uncollectibles.

Property taxes are levied on October 1 by the County based on the January 1 property values as appraised by the Waller County Central Appraisal District. Taxes are due without penalty until January 31, of the next calendar year. After January 31 the County has an enforceable lien with respect to both real and personal property. Under state law, property taxes levied on real property constitute a perpetual lien on the real property which cannot be forgiven without specific approval of the State Legislature. Taxes applicable to personal property can be deemed uncollectible by the County.

3. Inventories and prepaid items

All inventories are valued at cost using the first-in/first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

4. Capital assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, and similar items), are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the County as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant, and equipment of the primary government is depreciated using the straight line method over the following estimated useful lives:

Buildings	20 - 30 years
Infrastructure	20 - 45 years
Machinery and Equipment	5 - 10 years

5. Compensated absences

Employees accumulate earned but unused vacation time. All vacation pay is accrued when incurred in the government-wide funds. A liability is reported for these amounts in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. Compensated absences are paid in the general, road and bridge, and grant fund.

6. Long-term obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities statement of net assets. Bond premiums and discounts, as well as bond insurance, are deferred and amortized over the life of the bonds using the straight line method which approximate the effective interest method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, and bond insurance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt insurance are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

7. Leases

The County is a lessee for noncancellable leases of equipment. The County recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. At the commencement of a lease, the County initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life. Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

8. Fund Equity

Nonspendable Fund Balance - Amounts that cannot be spent because they are either not in a spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance - Amounts that can be spent only for specific purposes because of constraints imposed by external providers, or imposed by constitutional provisions or enabling legislation.

Committed Fund Balance - Amounts that can only be used for specific purposes pursuant to constraints imposed by the Commissioners Court through legislation, resolution or court order, unless the Commissioners Court removes or changes the specified use by taking the same type of action used to commit the amounts.

Assigned Fund Balance - Amounts that are constrained by the Commissioners Court, or by another County official or the finance division to which the Commissioners Court has delegated authority, that are to be used for specific purposes but are neither restricted nor committed.

Unassigned Fund Balance - Amounts that are available for any purpose; these amounts can be reported only in the County's General Fund deficit fund balances in other governmental funds.

Fund balance amounts represent the nature of the net resources that are reported in a governmental fund. The County fund balance classifications include non-spendable resources, restricted, and non-restricted (committed, assigned and unassigned) amounts. When the County incurs an expenditure and both restricted and unrestricted amounts are available, the County considers restricted amounts to have been spent. When the County incurs an expenditure for an unrestricted amount, committed amounts are reduced first, followed by assigned amounts and then unassigned amounts for purposes in which any of those unrestricted fund balance classifications could be used. The County has adopted a policy of maintaining four months of operating expenses in fund balance for the General Fund.

	General Fund	Road & Bridge	Debt Service Certificate	County Courthouse	Other Funds	Total
Fund Balances						
Nonspendable for:						
Prepaids	$ 742,317	$ 9,695	$ --	$ --	$ 37,948	$ 789,960
Restricted for:						
Debt service	--	--	366,561	--	--	366,561
Justice administration	--	--	--	--	1,920,050	1,920,050
Grants	--	--	--	--	77,151	77,151
Construction	--	--	--	27,156,444	649	27,157,093
Other	--	--	--	--	402,963	402,963
	--	--	366,561	27,156,444	2,400,813	29,923,818
Committed to:						
Construction	14,500,000	--	--	--	--	14,500,000
Road and bridge	--	1,675,844	--	--	--	1,675,844
Justice administration	--	--	--	--	1,050	1,050
OPEB funding	--	--	--	--	--	--
	14,500,000	1,675,844	--	--	1,050	16,176,894
Unassigned	30,185,280	--	--	--	(12,896)	30,172,384
	$ 45,427,597	$1,685,539	$ 366,561	$ 27,156,444	$2,426,915	$ 77,063,056

II. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

A. Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position:

The governmental fund balance sheet includes a reconciliation between *fund balance-total governmental funds* and *net position – governmental activities* as reported in the government-wide statement of net position. One element of that reconciliation explains that "Other long-term assets are not available to pay for current-period expenditures and are deferred in the funds." The details of this $502,312 difference are as follows:

Inventory	$ 938,892

B. Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities :

The governmental fund statement of revenues, expenditures, and changes in fund balances includes a reconciliation between *net changes in fund balances - total governmental funds* and *changes in net assets of governmental activities* as reported in the government-wide statement of activities. One element of that reconciliation explains that "Expenses in the Statement of Activities not requiring the use of current financial resources are not reported as expenditures in the funds." The details of this $50,397 difference are as follows:

Change in inventory balances	$436,579

III. DETAILED NOTES ON ALL FUND

A. Deposits and investments

Cash

At year end, the carrying amount of the County's cash on hand, deposits, and cash equivalents, was $36,067,833, including $19,906,373 in Fiduciary Funds. All of the bank balance of $36,329,777 was covered by federal deposit insurance or collateralized by the pledging financial institution with marketable securities held by the depository's agent in the County's name. At year end, the County's depository had pledged securities, with a par value of $80,519,069 and fair value $70,340,938. This pledge includes cash on hand and savings reflected in the financial statements as cash.

Investments

As of December 31, 2023, the County had the following investments, including $826,064 in Fiduciary Funds:

Investment type:	Fair Value	Years to Maturity
Government sponsored investment pool (TexPool)	$ 5,882,938	<60 days
Texas Class	75,073,784	<60 days
Total Fair Value	$ 80,956,722	

Interest Rate Risk. In accordance with its investment policy, the County manages its exposure to declines in fair value by limiting the weighted average maturity of its portfolio to less than three years.

Credit Risk. State law limits investments as described previously in Note I, D. 1.

Concentration of Credit Risk. The County's investment policy does not allow for an investment in any one issuer (other than investment pools) that is in excess of five percent of the fair value of the County's total investments.

Custodial Credit Risk – Deposits. In the case of deposits, this is the risk that in the event of a bank failure, the County's deposits may not be returned to it. The County requires all deposits to be covered by Federal Depository Insurance Corporation (FDIC) insurance and/or collateralized by qualified securities pledged by the County's depository in the County's name and held by the depository's agent.

Custodial Credit Risk – Investments. For an investment, this is the risk that, in the event of the failure of the counterparty, the County will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

TexPool and Texas Class are external investment pools and are not SEC registered. The Texas Interlocal Cooperation Act and the Texas Public Funds Investment Act provide for creation of public funds investments pools and permit eligible governmental entities to jointly invest their funds in authorized investments. The fair value of investments in the pools are independently reviewed monthly. At December 31, 2023 the fair value of the County's positions in the pool approximate the fair value of the shares.

B. Receivables

Receivables as of year-end for the government's individual major funds and nonmajor funds, including the applicable allowances for uncollectible accounts, are as follows:

	General	Road and Bridge	Debt Service	NonMajor Other Funds	Total
Taxes receivable	$ 33,991,413	$10,992,317	$ 5,987,941	$ --	$50,971,671
Less allowance	(496,409)	(115,337)	(56,032)	--	(667,778)
	$ 33,495,004	$10,876,980	$ 5,931,909	$ --	$50,303,893
Fines receivable	$ 2,773,357	$ 730,547	$ --	$ 122,697	$ 3,626,601
Less allowance	(501,535)	(420,840)	--	(68,768)	(991,143)
	$ 2,271,822	$ 309,707	$ --	$ 53,929	$ 2,635,458
Intergovernmental	$ 266,680	$ 249,844	$ --	$ 47,730	$ 564,254

C. Deferred Revenue

Governmental funds report *deferred revenue* in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of *deferred revenue* and *unearned revenue* reported in the governmental funds were as follows:

	Unavailable	Unearned	Total
Fines receivable (General Fund)	$ 515,423	$ --	$ 515,423
Fines receivable (Road & Bridge)	309,739	--	309,739
Fines Receivable (Nonmajor Special Revenue Funds)	53,931	--	53,931
Grants Receivable (American Rescue Plan Grant)	--	5,259,630	5,259,630
Grants Receivable (Nonmajor Special Revenue Funds)	--	344,851	344,851
Current tax levy receivable (2023) (General Fund)	--	31,643,799	31,643,799
Current tax levy receivable (2023) (Road & Bridge)	--	10,445,126	10,445,126
Current tax levy receivable (2023) (Debt Service)	--	5,720,298	5,720,298
Taxes collected in advance (General Fund)	--	7,966,952	7,966,952
Taxes collected in advance (Road & Bridge)	--	2,630,608	2,630,608
Taxes collected in advance (Debt Service)	--	1,439,532	1,439,532
Delinquent property taxes receivable (General Fund)	1,750,725	--	1,750,725
Delinquent property taxes receivable (Road & Bridge)	409,903	--	409,903
Delinquent property taxes receivable (Debt Service)	197,852	--	197,852
Total deferred/unearned revenue for governmental funds	$3,237,573	$65,450,796	$68,688,369

Reported in financial statements as:	
Deferred revenue	$56,651,277
Taxes collected in advance	12,037,092
Total	$68,688,369

D. Capital assets

Capital asset activity for the year ended December 31, 2023

	Balance 12/31/22	Additions	Retirements	Completed Construction	Balance 12/31/23
GOVERNMENTAL ACTIVITIES:					
Capital assets, not being depreciated:					
Land	$ 2,256,196	$ 26,169	$ –	$ –	$ 2,282,365
Construction in progress	8,398,038	7,129,471	--	(757,733)	14,769,776
Total capital assets not being depreciated	10,654,234	7,155,640	--	(757,733)	17,052,141
Capital assets, being depreciated:					
Buildings and improvements	55,688,494	232,381	--	--	55,920,875
Machinery and equipment	16,327,967	2,170,517	(142,161)	--	18,356,323
Right to use assets - equipment	2,531,622	67,125	(195,932)	--	2,402,815
Roads	59,412,085	5,720,631	(282,296)	-	64,850,420
Bridges	6,550,521	18,485	--	757,733	7,326,739
Total capital assets being depreciated	140,510,689	8,209,139	(620,389)	757,733	148,857,172
Less accumulated depreciation for:					
Buildings and improvements	(5,325,622)	(2,287,956)	--	--	(7,613,578)
Machinery and equipment	(11,409,769)	(1,204,442)	139,961	--	(12,474,250)
Right to use assets - equipment	(711,755)	(736,099)	195,932	--	(1,251,922)
Roads	(16,211,347)	(3,272,647)	282,296	--	(19,201,698)
Bridges	(4,122,500)	(190,120)	--	--	(4,312,620)
Total accumulated depreciation	(37,780,993)	(7,691,264)	618,189	--	(44,854,068)
Total capital assets being depreciated, net	102,729,696	517,875	(2,200)	757,733	104,003,104
Governmental activities capital assets, net	$113,383,930	$ 7,673,515	$ (2,200)	$ –	$ 121,055,245

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General government	$ 104,164
Financial administration	6,383
Public safety	867,452
Judicial	264,703
Legal	12,617
Public transportation	4,309,425
Health and welfare	7,510
Culture and recreation	48,260
Nondepartmental	2,070,750
Total depreciation expense - governmental activities	$ 7,691,264

Construction commitments

The County has active construction projects as of December 31, 2022, consisting of the following:

Project	Spent to Date	Remaining Commitment
Courthouse design	$ 6,067,398	$ 37,190,961
Judicial design	4,456,639	--
Bridges	90,198	--
Maintenance	711,518	--
Swing space	3,157,415	206,985
Macerator	266,857	114
Fuel depot	14,463	--
Canopy	5,288	--
	$ 14,769,776	$ 37,398,060

The Courthouse and judicial design projects are being financed by bond proceeds. The remaining projects are to be completed through operating funds. Remaining committments which are pending contracts or approvals to complete are shown without a remaining commitment at this time.

E. Interfund Receivables/Payables and Transfers In/Out

Interfund receivables:

Fund	Due From	Due To
Major Governmental Funds		
General Fund	$ 2,842	$ --
Road and Bridge Fund	536,871	--
Total Major Funds	539,713	--
Nonmajor Governmental Funds		
Justice Court Security	--	5,104
VOCA Grant -1	--	18,092
STEP CMV	--	6,517
Step Comprehensive	--	13,537
Harvey Buyout Grant	--	2,842
SAVNS Grant	--	8,883
Formula Grant		13,681
MVCPA Auxilliary Grant	--	471,057
Total Nonmajor governmental funds	--	539,713
Totals	$ 539,713	$ 539,713

Interfund receivables/payables arise due to temporary overdrafts in pooled cash.

Interfund transfers:

Fund	Transfer In	Transfer Out
Major Governmental Funds		
General Fund	$ --	$ 208,421
Road and Bridge	--	--
Total Major Funds	--	208,421
Nonmajor Governmental Funds		
District Attorney Apportionment	29,368	--
Fire Marshall Service	107,426	--
SCAAP	9,668	--
VOCA Grant	11,959	--
SETH Grant	50,000	--
Total Nonmajor governmental funds	208,421	--
Totals	$ 208,421	$ 208,421

The transfers from the General Fund to the various special revenue funds are for the required local match which was approved in the grants.

F. Long-term debt

The County issues general obligation bonds, certificates of obligation bonds, notes payable and capital lease obligations to provide funds for the acquisition and construction of major capital facilities. These issues are direct obligations and pledge the full faith and credit of the County.

WALLER COUNTY, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended December 31, 2023

General Debt Currently Outstanding:

Purpose	Original Amount	Issue Date	Final Maturity	Interest Rate	Balance 12/31/23
General Long-Term Debt Issues					
Certificates of Obligation:					
Series 2014	$ 5,000,000	2/13/14	2/15/24	2.380%	$ 555,000
Series 2022	$3,365,000	11/10/22	2/15/43	4.00%-5.00%	3,365,000
Series 2023	$27,255,000	1/5/23	2/15/43	4.00%-5.00%	27,255,000
Tax Notes					
Series 2020	4,870,000	8/20/20	8/15/27	1.070%	2,825,000
Series 2022	6,845,000	5/26/22	2/15/29	2.750%	5,665,000
General Obligation Bonds					
Series 2018	28,930,000	6/01/18	2/15/38	3.00%-5.00%	24,025,000
Series 2017	9,375,000	12/01/17	2/15/38	3.00%-3.25%	7,575,000
Total General Long-Term Debt					$71,265,000

Annual debt service requirements to maturity for general debt:

	General Debt		
Year	Principal	Interest	Total
2024	$ 4,085,000	$ 2,677,201	$ 6,762,201
2025	4,235,000	2,534,238	6,769,238
2026	4,390,000	2,375,521	6,765,521
2027	4,560,000	2,209,879	6,769,879
2028	4,035,000	2,026,175	6,061,175
2029-2033	18,310,000	7,907,912	26,217,912
2034-2038	21,020,000	4,176,648	25,196,648
2039-2043	10,630,000	1,100,575	11,730,575
Total	$ 71,265,000	$ 25,008,149	$ 96,273,149

WALLER COUNTY, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended December 31, 2023

Lease Obligations Currently Outstanding:

Description	Original	Date Made	Date Due	Rate	Balance 12/31/23
2019 Ford F-250 4x4	$ 33,932	4/1/2019	3/31/24	7.99%	$ 2,380
2019 Ford F-150 4x4	33,700	4/1/2019	3/31/24	7.71%	2,355
2019 Ford F-450 4x4	52,322	5/1/2019	4/30/24	10.90%	4,755
2020 Ford F-150 4x4	34,615	4/1/2020	3/31/25	8.49%	10,243
2020 Ford F-250 4x4	35,045	3/1/2020	2/28/25	9.83%	9,795
2021 Ford F-150 4x4	36,987	5/1/2021	4/30/26	7.90%	18,833
2022 Chevy Silverado LTD	46,705	7/1/2022	6/30/27	7.59%	34,202
2022 Chevy Silverado LTD	47,355	2/1/2022	1/31/27	7.77%	30,829
2022 Chevy Silverado LTD	46,851	3/1/2022	2/28/27	5.85%	31,071
2022 Chevy Silverado LTD	44,330	2/1/2022	1/31/27	7.93%	28,904
2022 Chevy Silverado LTD	44,330	2/1/2022	1/31/27	7.93%	28,904
2022 Chevy Silverado LTD	44,330	2/1/2022	1/31/27	7.93%	28,904
2023 Chevy Silverado LTD	24,682	5/1/2023	5/1/28	7.00%	21,591
2020 Ford F-150 4x4	33,333	3/1/2020	2/29/24	0.41%	1,756
2020 Ford F-150 4x4	33,333	3/1/2020	2/29/24	0.41%	1,756
2020 Ford Police Interceptor	52,338	10/1/2020	9/30/24	2.96%	10,416
2020 Ford Police Interceptor	52,338	10/1/2020	9/30/24	2.96%	10,416
2020 Ford Police Interceptor	52,338	10/1/2020	9/30/24	2.85%	10,421
2020 Ford Police Interceptor	52,338	10/1/2020	9/30/24	2.62%	10,431
2020 Ford Police Interceptor	52,338	10/1/2020	9/30/24	2.85%	10,421
2020 Ford Police Interceptor	52,338	10/1/2020	9/30/24	2.96%	10,416
2020 Ford Police Interceptor	52,338	10/1/2020	9/30/24	2.62%	10,431
2020 Ford Police Interceptor	55,352	10/1/2020	9/30/24	2.69%	11,024
2020 Ford Police Interceptor	55,352	10/1/2020	9/30/24	3.03%	11,008
2020 Ford Police Interceptor Utility	39,576	5/1/2020	4/30/24	1.23%	3,530
2021 Ford Police Interceptor	52,354	5/1/2021	4/30/25	4.41%	18,660
2021 Ford Police Interceptor	52,354	5/1/2021	4/30/25	4.41%	18,660
2021 Ford Police Interceptor	55,574	6/1/2021	5/31/25	5.45%	20,833
2021 Ford Police Interceptor	52,354	5/1/2021	4/30/25	4.41%	18,660
2021 Ford Police Interceptor	52,354	5/1/2021	4/30/25	4.41%	18,660
2021 Ford Police Interceptor	52,354	5/1/2021	4/30/25	4.41%	18,660
2021 Ford Police Interceptor	52,354	5/1/2021	4/30/25	4.41%	18,660
2021 Ford Police Interceptor	55,574	6/1/2021	5/31/25	5.45%	20,833
2021 Chevy Silverado 1500	34,774	6/1/2021	5/31/25	1.79%	12,683
2021 Chevy Silverado	34,774	6/1/2021	5/31/25	1.79%	12,683
2021 Chevy Tahoe	39,017	8/1/2021	7/31/25	5.80%	16,476
2021 Chevy Tahoe	39,017	8/1/2021	7/31/25	5.80%	16,476
2021 Chevy Tahoe	39,017	8/1/2021	7/31/25	5.80%	16,476
2021 Chevy Tahoe	45,916	3/1/2022	2/28/26	6.82%	26,146
2021 Chevy Tahoe	45,916	3/1/2022	2/28/26	6.82%	26,146
2021 Chevy Tahoe	45,916	3/1/2022	2/28/26	6.82%	26,146

WALLER COUNTY, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended December 31, 2023

Description	Original	Date Made	Date Due	Rate	Balance 12/31/23
2021 Chevy Tahoe	38,815	1/1/2022	12/31/25	6.63%	20,393
2022 Chevy Tahoe	40,952	11/1/2022	10/31/26	9.26%	30,130
2022 Chevy Tahoe	41,012	11/1/2022	10/31/26	9.42%	29,982
2022 Chevy Tahoe	41,012	11/1/2022	10/31/26	9.26%	30,174
2022 Chevy Tahoe	44,275	11/1/2022	10/31/26	7.44%	31,977
2022 Chevy Tahoe	41,012	11/1/2022	10/31/26	9.00%	30,284
2023 Chevy Tahoe	41,012	11/1/2022	10/31/26	9.09%	30,246
2022 Chevy Tahoe	41,012	11/1/2022	10/31/26	9.09%	30,246
2022 Chevy Tahoe	41,762	8/1/2022	7/31/26	7.68%	27,949
2022 Chevy Tahoe	40,172	8/1/2022	7/31/26	7.71%	26,891
2022 Chevy Tahoe	40,172	11/1/2022	10/31/26	9.21%	29,186
2022 Chevy Tahoe	40,172	8/1/2022	7/31/26	7.71%	26,891
2022 Chevy Tahoe	40,172	8/1/2022	7/31/26	7.71%	26,891
2022 Chevy Tahoe	40,172	8/1/2022	7/31/26	7.71%	26,891
2020 Ford Police Interceptor Utility	48,026	5/1/2020	4/30/24	3.99%	4,599
2020 Chevy Tahoe 4x2	39,978	4/1/2020	3/31/24	3.82%	3,009
2020 Ford F-150 4x4	33,333	3/1/2020	2/29/24	3.19%	1,658
2020 Chevrolet Trax	24,983	3/1/2020	2/28/25	9.97%	7,128
2019 Ford F-150	38,479	5/1/2019	4/30/24	10.49%	3,525
2021 Ford F-150	41,121	4/1/2021	3/31/26	7.23%	20,057
2022 Ford F-250	62,818	9/1/2022	8/31/27	9.77%	47,946
2021 Chevy Tahoe	41,966	2/1/2022	1/31/26	0.43%	21,810
2022 Chevy Equinox	27,040	8/1/2022	7/31/26	7.82%	18,377
2021 GMC Sierra 1500	35,434	2/1/2021	1/31/26	6.54%	16,166
2023 RAM	42,443	5/8/2023	5/8/2028	10.00%	36,965
					$ 1,241,021

Capital lease obligation debt service requirements to maturity are as follows:

Year	Total
2024	$ 656,734
2025	421,377
2026	235,738
2027	40,184
2028	6,666
Total payments	1,360,699
Less imputed interest	(119,678)
Total Capital Lease Obligations	$ 1,241,021

CHANGES IN LONG-TERM LIABILITIES

Long-term liability activity for the year ended December 31, 2023 was as follows:

	Balance 12/31/22	Additions	Retirements	Balance 12/31/23	Due Within One Year
Governmental activities:					
Certificates of obligation	$ 4,462,000	$ 27,255,000	$ (542,000)	$ 31,175,000	$ 935,000
General obligation bonds	33,110,000	--	(1,510,000)	31,600,000	1,575,000
Tax notes	10,000,000	--	(1,510,000)	8,490,000	1,575,000
Bond premium	1,705,692	1,559,519	(168,426)	3,096,785	207,214
Bond discount	(448,199)	(149,903)	36,901	(561,201)	(40,648)
	48,829,493	28,664,616	(3,693,525)	73,800,584	4,251,566
Leases payable	1,871,056	67,125	(697,160)	1,241,021	669,961
Compensated absences	684,012	261,224	(122,095)	823,141	164,628
Liability for unfunded pension	(5,218,156)	7,844,745	--	2,626,589	--
Liability for unfunded OPEB health	12,937,824	357,070	--	13,294,894	--
Liability for unfunded OPEB life	940,864	--	(210,234)	730,630	--
Long-Term Liabilities	$ 60,045,093	$ 37,194,780	$ (4,723,014)	$ 92,516,859	$ 5,086,155

For the governmental activities, claims and judgements are generally liquidated by the General Fund. Compensated absences are liquidated by the General Fund, Road and Bridge Fund, and Grant Fund.

V. OTHER INFORMATION

A. Risk management

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; business interruption; errors and omissions; injuries to employees; employee health benefits; and other claims of various nature. The County participates in the Texas Association of Counties Intergovernmental Risk Pool (Pool) which provides protection for risks of loss. Premiums are paid to the Pool which retains the risk of loss beyond the County's policy deductibles. Any losses reported but unsettled or incurred and not reported, are believed to be insignificant to the County's basic financial statements. For the last three years, there have been no significant reductions of insurance coverage or insurance settlements in excess of insurance coverage.

B. Contingent Liabilities and Commitments

Amounts received or receivable from grantor agencies are subject to audit and adjustment by such agencies. Any disallowed claims, including amounts already collected may constitute a liability of the applicable funds. The amounts, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the County expects such amounts, if any, to be immaterial.
The County is defendant in various lawsuits which normally occur in governmental operations. At December 31, 2023 after consultation with the County's attorney, it appears that these legal proceedings are not likely to have a material adverse impact on the County.

The District Clerk has invested trust funds at various financial institutions in accordance with court orders. The County has a fiduciary responsibility over these funds until their final disposition.

C. Tax Abatements

The County negotiates property tax abatement agreements on an individual basis. The County has a tax abatement agreements with several manufacturing facilities under the authority of the Texas Property Redevelopment Act. The County has established an abatement policy for the value of eligible

improvements, and a requirement for creating or preventing the loss of 10 jobs. The tax abatement amount is determined by the Waller County Central Appraisal District (WCCAD) under the terms of the abatement agreement. An abatement factor (given by WCCAD's Tax Abatement Registry) is used to determine the portion of assessed taxable value excluded to determine the taxable value subject to the County's tax rate. If a default of the abatement agreement occurs during the agreement period, the County may apply established procedures to recapture abated taxes. Generally, abatement recipients agree to make eligible improvements and meet proposed employment targets.

Certain property improvements made during the improvement period are exempt from property taxes according to a multiyear abatenment schedule with decreasing amounts abated over a 10 year period. Property taxes assessed October 1, 2023 for fiscal year 2024 amounted to a 100% abatement or $3,078,297. Property taxes assessed October 1, 2022 for fiscal year 2023 amounted to a 100% abatement or $1,740,464.

D. Retirement Commitments

1. Plan Description

The County provides retirement, disability, and death benefits for all of its full-time employees through a nontraditional defined benefit plan in the state-wide Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the aadministration of the statewide agent multi-employer public employee retirement system consisting of nontraditional defined benefit pension plans. TCDRS in the aggregate issues a comprehensive annual financial report (ACFR) on a calendar year basis. The ACFR is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas, 78768-20343.

The plan provisions are adopted by the County commissioners' court, within the options available in the state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with 8 or more years of service or with 30 years regardless of age or when the sum of their age and years of service equals 75 or more. Members are vested after 8 years but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contributions in a lump-sum are not entitled to any amounts contributed by their employer.

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the County commissioners' court within the constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated contribution and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

2. Benefits

TCDRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the County, within the options available in the state statutes governing TCDRS.

At the December 31, 2022 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees (or their beneficiaries) currently receiving benefits	271
Inactive employees entitled to but not yet receiving benefits	183
Active employees	334
	788

3. Contributions

The contribution rate for employees in TCDRS is 7% of employee gross earnings, and the County percentages is 11.03%, both as adopted by the governing body of the County. Under the state law governing TCDRS, the contribution rate for each County is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

The County's contributions to TCDRS for the year ended December 31, 2022, were $2,148,449 and were equal to the required contributions.

4. Net Pension Liability

The County's Net Pension Liability (NPL) was measured as of December 31, 2022, and the Total Pension Liability (NPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial assumptions:

The Total Pension Liability in the December 31, 2022 actuarial valuation was determined using the following actuarial assumptions:

The annual salary increase rates assumed for individual members vary by length of service and by entry-age group. The annual rates consist of a general wage inflation component of 2.50% (made up of 2.00% inflation and 0.5% productivity increase assumptions) and a merit, promotion and longevity component that on average approximates 2.2% per year for a career employee.

Actuarial assumptions used in the December 31, 2022, valuation were based on the results of actuarial experience studies. These assumptions were first used in the December 31, 2014 valuation, along with a change to the Entry Age Normal (EAN) actuarial cost method. Assumptions are reviewed annually. New inflation, and other assumptions were reflected in the 2019 valaution. The long-term expected rate of return on pension plan investments is 7.6%. The pension plan's policy in regard to the allocation of invested assets is established and may be amended by the TCDRS Board of Trustees. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TCDRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These

ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Geometric Real Rate of Return (Expected minus Inflation)
US Equities	11.50%	4.95%
Global Equities	2.50%	4.95%
International Equities - Developed	5.00%	4.95%
International Equities - Emerging	6.00%	4.95%
Investment Grade Bonds	3.00%	2.40%
Strategic Credit	9.00%	3.39%
Direct Lending	16.00%	6.95%
Distressed Debt	4.00%	7.60%
REIT Equities	2.00%	4.15%
Master Limited Partnerships	2.00%	5.30%
Private Real Estate Partnerships	6.00%	5.70%
Private Equity	25.00%	7.95%
Hedge Funds	6.00%	2.90%
Cash Equivalents	2.00%	2.00%
	100.00%	

Discount Rate

The discount rate used to measure the Total Pension Liability (Asset) was 7.6%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability (Asset).

Changes in the net pension liability

	Increase (Decrease)		
	Total Pension Liability [a]	Plan Fiduciary Net Position [b]	Net Pension Liability(Asset) [a] - (b)
Balance at 12/31/21	$ 60,876,023	$ 66,094,179	$ (5,218,156)
Changes for the year:			
Service cost	1,997,313	--	1,997,313
Interest on total pension liability	4,663,805	--	4,663,805
Effect of plan changes	--	--	--
Effect of economic/demographic gains or losses	367,034	--	367,034
Effect of of assumptions changes or inputs	--	--	--
Refund of contributions	(278,025)	(278,025)	--
Benefit payments	(2,793,169)	(2,793,169)	--
Administrative expenses	--	(36,454)	36,454
Member contributions	--	1,186,509	(1,186,509)
Net investment income	--	(3,871,954)	3,871,954
Employer contributions	--	1,854,344	(1,854,344)
Other	--	50,962	(50,962)
Net changes	3,956,958	(3,887,787)	7,844,745
Balance at 12/31/22	$ 64,832,981	$ 62,206,392	$ 2,626,589

Sensitivity of the net pension liability to changes in the discount rate

The following presents the net pension liability of the County, calculated using the discount rate of 7.6%, as well as what the County's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.6%) or 1 percentage point higher (8.6%) than the current rate:

	1% Decrease 6.6%	Current Discount Rate 7.6%	1% Increase 8.6%
Total pension liability	$ 73,612,086	$ 64,832,981	$ 57,539,963
Fiduciary net position	62,206,392	60,206,392	62,206,392
Net Pension Liability (Asset)	$ 11,405,694	$ 4,626,589	$ (4,666,429)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TCDRS financial report. That report may be obtained on the Internet at www.tcdrs.org.

Pension Expense and Deferred Outflows and Inflows of Resources Related to Pensions

For the year ended December 31, 2023, the County recognized pension expense of $2,148,449. At December 31, 2022, the County reported deferred outflows and inflows of resources related to pensions from the following sources:

	Original Amount	Date Established	Original Recognition Period	Amount Recognized in 12/31/22 Expense	Balance of Deferred Inflows 12/31/22	Balance of Deferred Outflows 12/31/22
Investment (gains) or losses	$ 8,894,521	12/31/2022	5.0	$ 1,778,904	$ --	$ 7,115,617
	(7,827,965)	12/31/2021	5.0	(1,565,593)	4,696,779	--
	(1,147,711)	12/31/2020	5.0	(229,542)	459,085	--
	(3,661,161)	12/31/2019	5.0	(732,232)	732,233	--
	4,460,475	12/31/2018	5.0	892,095	--	--
Economic/demographic gains or losses	367,034	12/31/2022	4.0	91,759	--	275,275
	(402,920)	12/31/2021	3.0	(134,307)	134,306	--
	(63,123)	12/31/2020	4.0	(15,781)	15,780	--
	545,611	12/31/2019	4.0	136,403	--	--
Assumptions changes or inputs	--	12/31/2022	4.0	--	--	--
	(68,163)	12/31/2021	3.0	(22,721)	22,721	--
	3,233,469	12/31/2020	4.0	808,367		808,368
	--	12/31/2019	4.0	--	--	--
Employer contributions made subsequent to measurement date				--	--	2,148,449
				$ 1,007,352	$ 6,060,904	$ 10,347,709

For the County $2,148,449 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending December 31, 2023. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Deferred Inflows/outflows to Be Recognized in Future Years

Year ended December 31,	
2023	$ (21,144)
2024	75,527
2025	305,068
2026	1,778,905
	$ 2,138,356

E. Other Post-Employment Benefits (OPEB)

1. Plan Description

General

The Waller County Retiree Health Care Plan, a single-employer plan, is not a formal document detailing the specific terms of the plan, but is a *substantive* plan - loosely defined as the benefits covered by the plan as understood by the employer and plan members at the time of each actuarial valuation.

OPEB Plan Eligibility

The OPEB Plan provides retiree health-care benefits for all employees (except temporary staff) who must participate in TCDRS and are eligible to receive full retiree health care benefits. Members are eligible for retirement at age 60 with 8 years of service credit or at any age with 30 years of service credit or when member's age plus service credit totals 75. Survivors of employees who die while actively employed are eligible for coverage if the employee was vested with TCDRS and survivors have been dependents on the employee's health coverage for at least three years.

Employees who retire under a TCDRS disability retirement are eligible for retiree health care benefits. Vested members can apply for disability retirement whether the disability is job related or not. These members do not have to meet the age requirement for service retirement, but must be vested with eight years of service. The injury or illness must keep the member from working in any job, not just his or her current job. Doctors must confirm that the employee's condition will not improve.

Spouses/children of retired employees are eligible to receive retiree health care benefits for a fee, if the spouse/children have been on the plan for three years prior to the employee's retirement. Coverage continues to non-medicare eligible surviving spouses of deceased retirees until medicare eligible. Coverage continues for children up to age twenty-five.

The County coverage stops when the retiree becomes eligible for Medicare coverage.

Health Care Benefit

The health care coverage offered to active employees is available to retirees under 65 and their eligible dependents. The benefit includes medical and prescription drug. Dental coverage is offered for retirees and dependents, but retirees must pay 100% of the premium. Life insurance is offered for retirees, but retirees must pay 100% of the premium.

At the December 31, 2023 valuation and measurement date, the following employees were covered by the benefit terms:

	Employee Only	Employee & Family
Retired employees(includes 49 covered by a Medicare Supplement Plan)	73	--
Active employees	46	56
	119	56

Emloyees hired on or after January 1, 2016 are not eligible for retiree health benefits.

2. Funding Policies

The County does not make annual contributions to the plan, but records as expense the changes in the Net OPEB Obligation, less employer contributions made equal to the benefits that are paid on behalf of the retirees each year.

Under this funding policy, GASB 75 requires the use of a discount rate consistent with the investment return on the employer's general assets. In the valuation, the discount rate is 4.31%.

The actuarially determined contribution requirement for the County's fiscal year is computed through an interim actuarial projection performed as of December 31, 2023. The actuarial projection is performed to determine the adequacy of the contribution rate, to describe the current financial condition of OPEB and to analyze changes in conditions.

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events in the future. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future. The required schedule of funding progress presented as required supplementary information provides multi year trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

Projections of benefits are based on the plan and include the types of benefits in force at the valuations date and the pattern of sharing benefit costs between the County and the plan members to that point. Actuarial calculations reflect a long term perspective and employ methods and assumptions that are designed to reduce short term volatility in actuarial accrued liabilities and the actuarial value of assets. Significant methods and assumptions are as follows:

Significant Actuarial Methods and Assumptions	
Actuarial Valuation/Measurement Dates	12/31/2023
Valuation Timing	Actuarially determined contributions rates are calculated on a calendar year basis as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.
Actuarial Cost Method	Individual Entry Age Normal Cost Method - Level Percentage of Projected Salary.
Amortization method	
Recognition of economic/demographic gains or losses	Straight-line amortization over expected working life.
Recognition of assumptions changes or inputs	Straight-line amortization over expected working life.
Total OPEB Liability	The Actuarial Present Value of Benefits allocated to all periods prior to the valuation year.
Salary Increases	Varies by age and service. 4.9% average over career incluing inflation.
Discount Rate	4.31% (1.81% real rate of return plus 2.50% inflation).
Health Care Cost Trend	Level 1.00%

Significant Actuarial Methods and Assumptions	
Effect of ACA	The excess coverage excise tax penalty of the Affordable Care Act has been postponed until the plan year beginning in 2022 and is not included in the projection of benefits in this valuation. This plan has medical costs under the limits in current law. Current legislative discussions include both repeal of the excise tax and postponement beyond 2022.
Mortality	RPH-2014 Total Table with Projection MP-2020.
Turnover	Rates varying based on gender, age and select and ultimate at 15 years. Rates based the TCDRS actuarial assumptions from the 2017 retirement plan valuation report.
Disability	None assumed.
Retirement Rates	See plan report.
Salary Scale	Does not apply.
Retirement Age	Members who are eligible for service retirement under TCDRS are assumed to commence receiving benefits based on age. The average age at service retirement for recent retirement is 61.

SENSITIVITY ANALYSIS:

Healthcare Cost Trend Rate	1% Decrease 3.5%	Current Discount 4.5%	1% Increase 5.5%
Total OPEB Liability	$ 11,444,435	$ 13,294,894	$ 15,639,662
% Difference	-13.90%	N/A	17.60%

Healthcare Discount Rate	1.00% Decrease 3.10%	Current Discount 4.10%	1.00% Increase 5.10%
Total OPEB Liability	$ 11,651,141	$ 13,294,894	$ 15,321,466
% Difference	-12.40%	N/A	15.20%

Changes in the net OPEB liability

	Increase (Decrease)		
	Total OPEB Liability [a]	Plan Fiduciary Net Position [b]	Net Liability Liability(Asset) [a] - (b)
Balance at 12/31/22	$ 12,937,824	$ --	$ 12,937,824
Changes for the year:			
Service cost	327,189	--	327,189
Interest on total pension liability	560,292	--	560,292
Effect of plan changes	--	--	--
Effect of economic/demographic gains or losses	--	--	--
Effect of assumptions changes or input	--	--	--
Benefit payments	(530,411)	--	(530,411)
Other	--	--	--
Net changes	357,070	--	357,070
Balance at 12/31/23	$ 13,294,894	$ --	$ 13,294,894

Deferred Outflows of Resources and Deferred Inflows of Resources, by year, to be recognized in Future OPEB Expense (excluding County-provided contributions made subsequent to the measurement date).

	Original Amount (Inflow) or Outflow of Resources	Date Established	Original Recognition Period	Amount Recognized in 12/31/23 Expense	Balance of Deferred (Inflows) 12/31/23	Balance of Deferred Outflows 12/31/2023
Due to liabilities:						
Difference in expected and actual experience (actuarial (gains) or losses) or inputs	$ (5,133,547)	12/31/22	4.3800	$ (954,191)	$ (3,225,165)	$ --
	(1,415,220)	12/31/20	2.4000	(262,078)	(366,908)	--
Difference in assumption changes	(4,896,123)	12/31/22	4.3800	(910,061)	(3,076,001)	--
	361,851	12/31/20	2.4000	67,009	--	93,815
Employer contributions made Subsequent to measurement date				--	--	--
				$ (2,059,321)	$ (6,668,074)	$ 93,815

Deferred Inflows/outflows to Be Recognized in Future Years

Year ended December	
2024	$ (2,059,321)
2025	(1,942,276)
2026	(1,864,252)
2027	(708,410)
	$ (6,574,259)

F. Other Postemployment Benefits - Life Insurance

1. Plan Description

Waller County participates in the retiree Group Term Life program for the Texas County and District Retirement System (TCDRS), which is a statewide, multiple employer, public employee retirement system.

2. A brief description of benefit terms:

a) All full-and part-time non-temporary employees participate in the plan, regardless of the number of hours they work in a year and are eligible for the TCDRS pension plan. Only employers that have elected participation in the retiree Group Term Life (GTL) program are included in the OPEB plan.

b) The plan provides a $5,000 post-retirement death benefit to beneficiaries of service retirees and disability retirees of employers that have elected participation in the retiree GTL program.

c) The OPEB benefit is a fixed $5,000 lump-sum benefit.

d) No future increases are assumed in the $5,000 benefit amount.

e) Benefit terms are established under the TCDRS Act. Participation in the retiree GTL program is optional and the employer may elect to opt out of (or opt into) coverage as of Jan. 1 each year.

Membership Information:

*Employees covered by benefit terms**

At the December 31, 2022 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees (or their beneficiaries) currently receiving benefits	151
Inactive employees entitled to but not yet receiving benefits	92
Active employees	334
	577

* Membership counts for inactive employees currently receiving or entitled to but not yet receiving benefits will differ from GASB 68 as they include only those eligible for a SDBF benefit (i.e. excludes beneficiaries, non-vested terminations due a refund, etc.)

3. Total OPEB Liability

Contributions made to the retiree GTL Program are held in the GTL Fund. The GTL Fund does not meet the requirements of a trust under Paragraph 4b of GASB 75, as the assets of the GTL Fund can be used to pay active GTL benefits which are not part of the OPEB plan.

4. Benefit Terms

Benefit terms are established under the TCDRS Act. Participation in the retiree GTL program is optional and the employer may elect to opt out of (or opt into) coverage as of Jan. 1 each year. The county's contribution rate for the retiree GTL program is calculated annually on an actuarial basis, and is equal to the cost of providing a one-year death benefit equal to $5,000.

* Membership counts for inactive employees currently receiving or entitled to but not yet receiving benefits will differ from GASB 68 as they include only those eligible for a SDBF benefit (i.e. excludes beneficiaries, non-vested terminations due a refund, etc.)

5. Actuarial Methods and Assumptions Used For GASB Calculations

All actuarial assumptions and methods that determined the total OPEB liability as of December 31, 2022 were based on the results of an actuarial experience study for the period January 1, 2013 - December 31, 2016, except where required to be different by GASB 75.

Actuarial assumptions –

The total OPEB liability in the December 31, 2022 actuarial valuation was determined using the following actuarial assumptions applied to all periods included in the measurement, unless otherwise specified:

Valuation Timing	Actuarially determined contribution rates are calculated on a calendar year basis as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.
Actuarial Cost Method	Entry age normal.
Amortization Method:	
Recognition of economic/ demographic gains or losses	Straight - Line amortization over Expected Working Life
Recognition of assumptions changes or inputs	Straight - Line amortization over Expected Working Life
Asset Valuation Method	Does not apply
Inflation	Does not apply
Cost of living adjustment	Does not apply
Investment rate of return (Discount Rate)	3.72% - 20 Year Bond GO Index published by bondbuyer.com as of December 27, 2022.
Cost-of-Living Adjustment	Does not apply
Disability	See Table 2 of December 31, 2022 GASB-75 Report.
Mortality	See Table 3 of December 31, 2022 GASB-75 Report.
Retirement	See Table 4 of December 31, 2022 GASB-75 Report.
Other Termination of Employment	See Table 5 of December 31, 2022 GASB-75 Report.

Changes in the Total OPEB Liability

	Increase (Decrease) OPEB Liability
Balance at 12/31/21	$ 940,864
Changes for the year:	
Service cost	39,092
Interest	19,909
Change of benefit terms	–
Difference between expected and actual experience	14,332
Changes of assumptions	(256,447)
Benefit payments	(27,120)
Net changes	(210,234)
Balance at 12/31/22	$ 730,630

Sensitivity of the total OPEB liability to changes in the discount rate –

The following presents the total OPEB liability of the County, calculated using the discount rate of 3.72%, as well as what the County's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (2.72%) or 1 percentage point higher (4.72%) than the current rate:

	1% Decrease 2.72%	Current Discount Rate 3.72%	1% Increase 4.72%
Total OPEB Liability	$871,371	$730,630	$621,493

Deferred Outflows of Resources and Deferred Inflows of Resources, by year, to be recognized in Future OPEB Expense (excluding County-provided contributions made subsequent to the measurement date).

Deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date of $200,347 will be recognized as a reduction of the net OPEB liability for the measurement year ending December 31, 2023 (i.e. recognized in the County's financial statements for the year ending December 31, 2023). Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

WALLER COUNTY, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
Year Ended December 31, 2023

	Original Amount (Inflow) or Outflow of Resources	Date Established	Original Recognition Period	Amount Recognized in 12/31/22 Expense	Balance of Deferred (Inflows) 12/31/22	Balance of Deferred Outflows 12/31/2022
Due to liabilities:						
Difference in expected and actual experience						
(actuarial (gains) or losses) or inputs	$ 14,332	12/31/22	5.0000	$ 2,866	$ --	$ 11,466
	(162,061)	12/31/21	5.0000	(3,252)	9,757	
	(4,991)	12/30/20	5.0000	(998)	1,997	--
	369	12/31/19	5.0000	74	--	73
	698	12/31/18	6.0000	116	--	118
	(10,548)	12/31/17	6.0000	(1,758)	--	--
Difference in assumption changes	(256,447)	12/31/22	5.0000	(51,289)	205,158	--
	19,240	12/31/21	5.0000	3,848	--	11,544
	101,520	12/31/20	5.0000	20,304	--	40,608
	166,762	12/31/19	5.0000	33,352	--	33,354
	(70,613)	12/31/18	6.0000	(11,769)	11,768	--
	29,975	12/31/17	6.0000	4,995	--	--
				(3,511)	228,680	97,163
Employer contributions made subsequent to measurement date				--	--	50,640
				--	--	50,640
				$ (3,511)	$ 228,680	$ 147,803

Deferred Inflows/outflows to Be Recognized in Future Years

Year ended December	
2023	$ (6,744)
2024	(28,522)
2025	(47,828)
2026	(48,423)
2027	--
	$ (131,517)

G. Deferred Compensation Plan

The County adopted a Section 457(b) Deferred Compnsation Plan in 1996, and amended and restated the plan as of December 27, 2011. All employees are eligible to participate, and there are no employer contributions. The balance at December 31, 2023 was $1,066,111, an increase of $273,095 from the balance at December 31, 2022.

H. Concentrations of Credit Risk

Taxes receivable are due from citizens and businesses within the County's boundaries. Risk of loss is im+material due to wide dispersion of receivables and because of policies which address procedures for filing property tax liens.

I. Prior Period Adjustments.

During the current year the County performed an inventory of the road system resulted in an increase in capital assets of $14,306,455. Additionally, a change in the estimate for deferred resource inflows for the pension fund resulted in a decrease in pension expense for the year ended December 31, 2022 of $465,491. These changes resulted in an increase in net position for the year ended December 31, 2022 of $14,771,946.

J. Commitments and Contingences

The County has received federal and state grants for specific purposes that are subject to review and audit by the grantor agencies. Such audits could lead to requests for reimbursement to the grantor agency for expenditures disallowed under terms of the grant. A contingent liability was not established because potential reimbursements, cannot be determined at this time. The County anticipates such amounts, if any, will be immaterial.

The County has been named as defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the County's legal counsel, the resolution of these matters will not have a material adverse effect on the financial condition of the County.

Required Supplementary Information

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

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WALLER COUNTY, TEXAS

GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Revenues:				
Taxes	$ 36,349,300	$ 36,349,300	$ 36,409,335	$ 60,035
Licenses and permits	135,100	135,100	205,506	70,406
Intergovernmental	792,100	866,318	1,076,950	210,632
Charges for services	979,200	979,200	813,423	(165,777)
Fines	1,103,500	1,103,500	1,180,290	76,790
Interest	316,851	316,851	2,529,477	2,212,626
Miscellaneous	133,900	364,857	793,717	428,860
Total revenues	39,809,951	40,115,126	43,008,698	2,893,572
Expenditures:				
Current:				
General Government				
Commissioners' Court	798,532	1,058,532	975,416	83,116
County Clerk	633,478	633,478	610,612	22,866
Veterans Services	47,154	47,154	41,965	5,189
All Others	3,529,433	3,038,318	2,531,213	507,105
County Court	10,000	10,000	1,690	8,310
County Judge	312,059	312,059	308,013	4,046
Total General Government	5,330,656	5,099,541	4,468,909	630,632
Financial Administration				
County Auditor	478,499	478,499	470,418	8,081
County Treasurer	357,262	357,262	351,082	6,180
Central Appraisal District	654,462	654,462	604,405	50,057
Tax Assessor Collector	711,877	711,877	622,672	89,205
Total Financial Administration	2,202,100	2,202,100	2,048,577	153,523
Public Safety				
Juvenile Probation Grants	--	198,180	182,574	15,606
Juvenile Probation Grants 2	539,912	539,912	455,026	84,886
Jail	3,270,231	3,133,671	2,931,102	202,569
Juvenile Probation	311,955	309,955	320,006	(10,051)
Juvenile Detention	194,500	263,187	231,412	31,775
Fire Marshall	536,049	590,576	558,955	31,621
Courthouse Security	360,850	360,850	347,936	12,914
Constable Precinct Number One	150,848	156,507	146,305	10,202
Constable Precinct Number Two	163,107	168,647	160,373	8,274
Constable Precinct Number Three	158,704	161,108	148,652	12,456
Constable Precinct Number Four	172,533	181,511	174,499	7,012
Animal Control	222,039	252,559	233,768	18,791
Sheriff Administration	6,342,579	6,465,309	6,175,087	290,222
Sheriff Communication	990,789	1,090,389	945,785	144,604
Law Enforcement Vehicle Maintenance	160,000	240,000	251,537	(11,537)
Community Supervision Corrections	11,000	11,000	11,247	(247)
Juvenile Board	4,283	4,283	4,116	167
Department of Public Safety	2,000	2,000	521	1,479
Total Public Safety	13,591,379	14,129,644	13,278,901	850,743

WALLER COUNTY, TEXAS

GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
Judicial				
District Judge - 506th District	$ 234,561	$ 234,561	$ 229,681	$ 4,880
County Court at Law	465,413	468,348	457,261	11,087
District Court	37,000	37,000	18,371	18,629
Justice Court	12,000	12,000	8,474	3,526
District Clerk	489,751	489,751	449,504	40,247
Justice of the Peace Precinct Number One	302,219	302,219	288,945	13,274
Justice of the Peace Precinct Number Two	247,789	247,789	235,736	12,053
Justice of the Peace Precinct Number Three	254,407	254,407	238,177	16,230
Justice of the Peace Precinct Number Four	391,302	391,302	373,925	17,377
Court Expense	913,000	913,000	801,950	111,050
Judicial Order	170,000	170,000	143,560	26,440
Total Judicial	3,517,442	3,520,377	3,245,584	274,793
Legal				
Criminal D.A.	1,820,864	1,820,864	1,717,049	103,815
Total Legal	1,820,864	1,820,864	1,717,049	103,815
Culture and Recreation				
County Library	498,606	500,166	490,879	9,287
Waller County Historical Commission	15,000	15,000	15,000	--
County Museum	20,000	20,000	20,000	--
Total Culture and Recreation	533,606	535,166	525,879	9,287
Health and Welfare				
Recycle Center	208,806	208,806	205,251	3,555
Total Health and Welfare	208,806	208,806	205,251	3,555
Nondepartmental				
Elections Administration	574,612	585,449	531,709	53,740
Information Technology	387,250	387,250	370,128	17,122
Maintenance of buildings	1,184,258	1,184,258	1,121,653	62,605
Indigent Health	500,000	501,400	188,917	312,483
Extension Service	245,768	245,768	203,316	42,452
Employee Benefits	4,330,461	4,330,461	3,781,314	549,147
Total Nondepartmental	7,222,349	7,234,586	6,197,037	1,037,549
Capital outlay	2,000,000	2,000,000	958,088	1,041,912
Total expenditures	36,427,202	36,751,084	32,645,275	4,105,809
Excess (deficiency) of revenues over (under) expenditures	3,382,749	3,364,042	10,363,423	6,999,381
Other financing sources (uses):				
Transfers in	117,500	117,500	--	(117,500)
Transfers out	(6,155,566)	(6,262,993)	(295,275)	5,967,718
Proceeds from capital lease	--	--	42,443	42,443
Total other financing sources (uses)	(6,038,066)	(6,145,493)	(252,832)	(5,892,661)
Net change in fund balances	(2,655,317)	(2,781,451)	10,110,591	12,892,042
Fund balance, January 1	35,241,264	35,241,264	35,241,264	--
Fund balance, December 31	$ 32,585,947	$ 32,459,813	$ 45,351,855	$ 12,892,042

WALLER COUNTY, TEXAS

ROAD AND BRIDGE
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

EXHIBIT B-2

	Budgeted Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Revenues:				
Taxes	$ 8,789,253	$ 8,789,253	$ 8,831,350	$ 42,097
Licenses and permits	1,073,300	1,073,300	1,376,914	303,614
Intergovernmental	33,300	33,300	302,720	269,420
Fines	120,400	120,400	104,401	(15,999)
Interest	254,400	254,400	144,252	(110,148)
Miscellaneous	--	--	479,553	479,553
Total revenues	10,270,653	10,270,653	11,239,190	968,537
Expenditures:				
Current:				
Public Transportation				
Road and Bridge Administration	1,371,120	1,288,120	952,742	335,378
Road and Bridge Maintenance	12,879,910	12,986,910	7,843,161	5,143,749
Total Public Transportation	14,251,030	14,275,030	8,795,903	5,479,127
Culture and Recreation				
County Library	--	--	25,756	(25,756)
Total Culture and Recreation	--	--	25,756	(25,756)
Nondepartmental				
Employee Benefits	975,189	975,189	803,656	171,533
Total Nondepartmental	975,189	975,189	803,656	171,533
Total expenditures	15,226,219	15,250,219	9,625,315	5,624,904
Excess (deficiency) of revenues over (under) expenditures	(4,955,566)	(4,979,566)	1,613,875	6,593,441
Other financing sources (uses):				
Transfers in	4,955,566	4,955,566	--	(4,955,566)
Proceeds from capital lease	--	--	24,682	24,682
Total other financing sources (uses)	4,955,566	4,955,566	24,682	(4,930,884)
Net change in fund balances	--	(24,000)	1,638,557	1,662,557
Fund balance, January 1	46,982	46,982	46,982	--
Fund balance, December 31	$ 46,982	$ 22,982	$ 1,685,539	$ 1,662,557

EXHIBIT B-3

WALLER COUNTY, TEXAS

SCHEDULE OF CHANGES IN THE COUNTY'S
NET PENSION LIABILITY AND RELATED RATIOS
WALLER COUNTY PENSION PLAN
LAST TEN PLAN YEARS

	Measurement Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Total pension liability:										
Service cost	$ 1,997,313	$ 1,819,869	$ 1,535,472	$ 1,449,211	$ 1,441,785	$ 1,457,849	$ 1,359,446	$ 1,175,789	$ 1,124,034	$ --
Interest	4,663,805	4,349,682	4,125,696	3,853,427	3,637,234	3,461,886	3,175,239	3,015,428	2,811,471	--
Changes of benefit terms	--	1,236,370	--	--	--	--	--	(198,135)	--	--
Differences between expected and actual experience	--	(402,920)	(63,123)	--	(143,780)	(895,354)	53,227	(610,479)	164,247	--
Changes of assumptions	367,034	(68,163)	3,233,469	545,611	--	183,741	--	423,210	--	--
Benefit payments, including refunds of employee contributions	(3,071,194)	(2,890,292)	(2,744,723)	(2,408,152)	(2,144,242)	(1,914,739)	(1,768,958)	(1,854,442)	(1,585,763)	--
Net change in total pension liability	3,956,958	4,044,546	6,086,791	3,440,097	2,790,997	2,293,383	2,818,954	1,951,371	2,513,989	--
Total pension liability - beginning	60,876,023	56,831,477	50,744,686	47,304,589	44,513,592	42,220,209	39,401,255	37,449,884	34,935,895	--
Total pension liability - ending (a)	$ 64,832,981	$ 60,876,023	$ 56,831,477	$ 50,744,686	$ 47,304,589	$ 44,513,592	$ 42,220,209	$ 39,401,255	$ 37,449,884	$ --
Plan fiduciary net position:										
Contributions - employer	$ 1,854,344	$ 1,159,435	$ 1,112,456	$ 956,576	$ 988,756	$ 968,388	$ 986,458	$ 899,974	$ 843,133	$ --
Contributions - employee	1,186,509	1,039,187	1,020,601	930,002	883,945	873,545	808,573	731,684	678,384	--
Net investment income	(3,871,954)	11,969,744	5,197,528	7,179,416	(838,825)	5,726,617	2,695,767	119,932	2,388,736	--
Benefit payments, including refunds of employee contributions	(3,071,194)	(2,890,292)	(2,744,723)	(2,408,152)	(2,144,242)	(1,914,739)	(1,768,958)	(1,854,442)	(1,585,763)	--
Administrative expense	(36,454)	(35,758)	(40,139)	(38,349)	(35,112)	(29,836)	(29,379)	(26,344)	(27,389)	--
Other	50,962	(4,489)	(13,092)	(10,846)	(2,973)	(1,257)	(18,362)	(25,780)	(3,806)	--
Net change in plan fiduciary net position	(3,887,787)	11,237,827	4,532,631	6,608,647	(1,148,451)	5,622,718	2,674,099	(154,976)	2,293,295	--
Plan fiduciary net position - beginning	66,094,179	54,856,352	50,323,721	43,715,074	44,863,524	39,240,806	36,566,707	36,721,683	34,428,388	--
Plan fiduciary net position - ending (b)	$ 62,206,392	$ 66,094,179	$ 54,856,352	$ 50,323,721	$ 43,715,073	$ 44,863,524	$ 39,240,806	$ 36,566,707	$ 36,721,683	$ --
County's net pension liability - ending (a) - (b)	$ 2,626,589	$ (5,218,156)	$ 1,975,125	$ 420,965	$ 3,589,516	$ (349,932)	$ 2,979,403	$ 2,834,548	$ 728,201	$ --
Plan fiduciary net position as a percentage of the total pension liability	95.95%	108.57%	96.52%	99.17%	92.41%	100.79%	92.94%	92.81%	98.06%	--
Covered-employee payroll	$ 16,950,125	$ 14,845,533	$ 14,580,013	$ 13,285,744	$ 12,627,791	$ 12,627,791	$ 11,551,047	$ 10,452,630	$ 9,691,202	$ --
County's net pension liability as a percentage of covered-employee payroll	15.50%	-35.15%	13.55%	3.17%	28.43%	-2.77%	27.12%	27.12%	7.51%	--

EXHIBIT B-4

WALLER COUNTY, TEXAS

SCHEDULE OF COUNTY CONTRIBUTIONS
WALLER COUNTY PENSION PLAN
LAST TEN FISCAL YEARS

	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Actuarially determined contribution	$ 2,148,449	$ 1,854,344	$ 1,159,436	$ 1,112,456	$ 956,436	$ 1,039,266	$ 1,019,553	$ 986,458	$ 899,973	$ 843,133
Contributions in relation to the actuarially determined contribution	(2,148,449)	(1,854,344)	(1,159,436)	(1,112,456)	(956,436)	(1,039,266)	(1,019,553)	(986,458)	(899,973)	(843,133)
Contribution deficiency (excess)	$ --	$ --	$ --	$ --	$ --	$ --	$ --	$ --	$ --	$ --
Covered-employee payroll	$ 19,478,218	$ 16,950,124	$ 14,845,533	$ 14,580,014	$ 13,285,744	$ 12,479,218	$ 11,551,047	$ 11,551,047	$ 10,452,647	$ 9,691,202
Contributions as a percentage of covered-employee payroll	11.03%	10.94%	7.81%	7.63%	7.20%	8.33%	8.83%	8.54%	8.61%	8.70%

Notes to Schedule

Valuation date:

Actuarially determined contribution rates are calculated as of Decemer 31, 2023.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age, (level percentage of pay)
Amortization method	Level percentage of payroll, closed
Remaining amortization period	9.3 years (based on contribution rate calculated in 12/31/22 valuation)
Asset valuation method	5-year smoothed market
Inflation	2.50%
Salary increases	Varies by age and service. 4.7% average over career including inflation.
Investment rate of return	7.5%, net of pension plan investment expenses, including inflation.
Cost-of Living Adjustments	Cost of living adjustments for Waller County are not considered to be substantively automatic under GASB 68. Therefore, no assumption for future cost-of-losing adjustments is included in the GASB calculations. No assumption for future cost-of-living is included in the funding valuation.
Retirement age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the RP-2014 Healthy Annuitant Mortality Table for males and 110 % of the RP-2014Healthy Annuitant Mortality Table for females, projected with 110% of the MP-2014 Ultimate scale after 2014.
Changes in Plan Provisions Reflected in the Schedule of Employer Contributions	2017: New annuity purchase rates were reflected for benefits earned after 2017. 2018: No changes in plan provisions reflected in schedule. 2019: No changes in plan provisions reflected in schedule. 2020: No changes in plan provisions reflected in schedule. 2021: No changes in plan provisions reflected in schedule. 2022: Employer contributions reflect that the current service matching rate was increased to 200% for future benefits.

EXHIBIT B-5

WALLER COUNTY, TEXAS

SCHEDULE OF CHANGES IN THE COUNTY'S
TOTAL OPEB LIABILITY AND RELATED RATIOS
WALLER COUNTY RETIREE HEALTH CARE PLAN
LAST TEN FISCAL YEARS

	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Total OPEB liability:										
Service cost	$ 327,189	$ 709,300	$ 709,300	$ 753,899	$ 753,899	$ 724,207	$ --	$ --	$ --	$ --
Interest	560,292	482,308	468,668	905,455	832,209	821,816	--	--	--	--
Changes of benefit terms	--	--	--	--	--	--	--	--	--	--
Differences between expected and actual experience	--	(5,133,547)	--	(1,415,220)	--	--	--	--	--	--
Changes of assumptions or other inputs	--	(4,896,123)	--	361,851	--	--	--	--	--	--
Benefit payments	(530,411)	(530,411)	(538,684)	(538,684)	(568,332)	(568,332)	--	--	--	--
Net change in total OPEB liability	357,070	(9,368,473)	639,284	67,301	1,017,776	977,691	--	--	--	--
Total OPEB liability - beginning	12,937,824	22,306,297	21,667,013	21,599,712	20,581,936	19,604,245	--	--	--	--
Total OPEB liability - ending	$ 13,294,894	$ 12,937,824	$ 22,306,297	$ 21,667,013	$ 21,599,712	$ 20,581,936	$ --	$ --	$ --	$ --
Covered-employee payroll	$ 6,116,226	$ 6,116,226	$ 6,217,768	$ 6,217,768	$ 7,993,893	$ 7,993,893	$ --	$ --	$ --	$ --
Total OPEB liability as a percentage of covered-employee payroll	217.37%	211.53%	358.75%	348.47%	270.20%	257.47%	--	--	--	--

Notes to Schedule:

There were no changes of benefit terms in 2023.

There were no changes of assumptions in 2023. The following are the discount rates used in each period.

2023	4.50%
2022	4.31%
2021	4.50%
2020	4.50%
2019	4.10%
2018	4.10%
2017	NA
2016	NA
2015	NA
2014	NA

* This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, this schedule provides the information only for those years for which information is available.

EXHIBIT B-6

WALLER COUNTY, TEXAS

SCHEDULE OF CHANGES IN THE COUNTY'S
TOTAL OPEB LIABILITY AND RELATED RATIOS
WALLER COUNTY GROUP TERM LIFE PLAN
LAST TEN PLAN YEARS *

	Plan Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Total OPEB liability:										
Service cost	$ 39,092	$ 31,157	$ 26,539	$ 17,840	$ 19,526	$ 19,180	$ --	$ --	$ --	$ --
Interest	19,909	19,718	22,048	24,998	22,761	23,550	--	--	--	--
Changes of benefit terms	--	--	--	--	--	--	--	--	--	--
Differences between expected and actual experience	14,332	(16,261)	(4,991)	369	698	(10,548)	--	--	--	--
Changes of assumptions or other inputs	(256,447)	19,240	101,520	166,762	(70,613)	29,975	--	--	--	--
Benefit payments	(27,120)	(23,753)	(24,786)	(22,586)	(22,730)	(24,958)	--	--	--	--
Net change in total OPEB liability	(210,234)	30,101	120,330	187,383	(50,358)	37,199	--	--	--	--
Total OPEB liability - beginning	940,864	910,763	790,433	603,050	653,408	616,209	--	--	--	--
Total OPEB liability - ending	$ 730,630	$ 940,864	$ 910,763	$ 790,433	$ 603,050	$ 653,408	$ --	$ --	$ --	$ --
Covered-employee payroll	$ 16,950,125	$ 14,845,533	$ 14,580,013	$ 13,285,744	$ 12,627,791	$ 12,479,218	$ --	$ --	$ --	$ --
Total OPEB liability as a percentage of covered-employee payroll	4.31%	6.34%	6.25%	5.95%	4.78%	5.24%	--	--	--	--

Notes to Schedule:

There were no changes of benefit terms in 2022.

There were no changes of assumptions in 2022. The following are the discount rates used in each period."

2022	4.31%
2021	2.06%
2020	2.12%
2019	2.74%
2018	4.10%
2017	3.44%
2016	NA
2015	NA
2014	NA
2013	NA

* This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, this schedule provides the information only for those years for which information is available.

WALLER COUNTY, TEXAS
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
Year Ended December 31, 2023

STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Budgetary Information

Annual budgets are adopted on the modified accrual basis of accounting for the General Fund; certain Special Revenue Funds (Road and Bridge, DA Warrant Seizure, Chapter 19 Voters Registration, District Attorney Apportionment, Sheriff Forfeiture, D.A. Warrant Forfeiture, D.A. Worthless Check, Elections, District Attorney Federal Seized Fund, Law Library, Title IV Juvenile Justice, District Clerk RMPF, RMPF County Clerk/District Clerk, RPF County Clerk, Preservation Fee Birth/Death County Clerk, Courthouse Security, Graffiti Eradication, JP Technology Fund, Child Abuse Prevention, Family Protection Fee, Court Initiated Guardianship, Justice Court Security Fund, County Clerk Technology Fund, District Clerk Technology Fund, CC Records Preservation Digitization Fund, DC Records Preservation Digitization Fund, DA Pretrial Diversion, Juvenile Case Manager, Fire Marshall Service Fund, Constable Pct 4Article 59 Forfeiture, Court Facility, Justice Court Support, D.A. Worthless Trust Fund, Hospital Trust, Narc Program, Federal Forfeiture, Imprest Fund, VOCA Grant - 1, STEP CMV-00044, STEP Comprehensive 5-1YG-00138, American Rescue Plan, Formula Grant, SETH Grant, and the Debt Service Certificate Fund.

The County Judge is, by statute, the Budget Officer of the County and has the responsibility of preparing the County's budget. Under the County's budgeting procedures, each department submits a budget request to the County Judge. The County Judge reviews budget requests and holds informal hearings when needed. Before October 1, a proposed budget is presented to the Commissioners' Court. A public hearing is then held and the Commissioners' Court takes action on the proposed budget. Before determining the final budget, the Commissioners' Court may increase or decrease the amounts requested by the various departments. Amounts finally budgeted may not exceed the estimate of revenues and available fund balance.

Once the budget has been adopted by the Commissioners' Court, the County Auditor is responsible for monitoring the expenditures of the various departments of the County to prevent expenditures from exceeding budgeted appropriations and for keeping members of the Commissioners' Court advised of the conditions of the various funds and accounts.

The appropriated budget is prepared by fund. Any transfers of appropriations are first approved by the Commissioners' Court. No amendments may be made without Commissioners' Court approval to the total budget for each department within a fund. Thus, the legal level of budgetary control is at the department level. The General Fund appropriations were increased by $323,882 during the year, and the Road and Bridge Fund appropriations were increased by $24,000. The additional appropriations were budgeted to be paid by additional revenues, and available fund balance.

Encumbrance accounting is not employed by the County because it is not considered necessary to assure effective budgetary control.

B. Excess of Expenditures Over Appropriations

For the year ended December 31, 2023, the following funds had expenditures which exceeded appropriations:

District Attorney Apportionment	$21,535
DA Warrant Forfeitures	10,028
District Attorney Federal Seized Funds	37,840
District Attorney Worthless Trust Fund	44,306
MVCPA Auxilliary Grant	1,993
American Rescue Plan Grant	701,819

C. Deficit Fund Balances

For the year ended December 31, 2023, thefollowing funds had deficits:

Stem CMV 00044	$2,807
Step Comprehensive S-1YG-00138	7,529
Ha rvey Buyout Grant	2,560

Combining Statements and Budget Comparisons as Supplementary Information

This supplementary information includes financial statements and schedules not required by the Governmental Accounting Standards Board, nor a part of the basic financial statements, but are presented for purposes of additional analysis.

EXHIBIT C-1

WALLER COUNTY, TEXAS

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2023

	Special Revenue Funds	Capital Projects Funds	Total Nonmajor Governmental Funds (See Exhibit A-3)
ASSETS			
Cash and cash equivalents	$ 6,467,346	$ 431	$ 6,467,777
Investments	1,585,909	471,275	2,057,184
Receivables (net of allowances for uncollectibles):			
Fines	53,929	--	53,929
Intergovernmental	47,730	--	47,730
Prepaid items	37,948	--	37,948
Total Assets	$ 8,192,862	$ 471,706	$ 8,664,568
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Accounts payable	$ 19,108	$ --	$ 19,108
Other payables and accruals	20,418	--	20,418
Due to other funds	68,656	471,057	539,713
Total Liabilities	108,182	471,057	579,239
Deferred Inflows of Resources			
Deferred revenue	5,658,414	--	5,658,414
Total Deferred Inflows of Resources	5,658,414	--	5,658,414
Fund balances:			
Nonspendable	37,948	--	37,948
Restricted	2,400,164	649	2,400,813
Committed to justice administration	1,050	--	1,050
Unassigned	(12,896)	--	(12,896)
Total fund balances	2,426,266	649	2,426,915
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 8,192,862	$ 471,706	$ 8,664,568

EXHIBIT C-2

WALLER COUNTY, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023

	Special Revenue Funds	Capital Projects Funds	Total Nonmajor Governmental Funds (See Exhibit A-5)
Revenues:			
Intergovernmental	$ 2,754,340	$ --	$ 2,754,340
Charges for services	44,475	--	44,475
Fines	308,677	--	308,677
Interest	79,508	85,504	165,012
Miscellaneous	140,217	--	140,217
Total revenues	3,327,217	85,504	3,412,721
Expenditures:			
Current:			
General government	2,137,779	--	2,137,779
Public safety	208,807	--	208,807
Judicial	78,367	--	78,367
Legal	199,153	--	199,153
Public transportation	354,250	--	354,250
Culture and recreation	54,722	--	54,722
Nondepartmental	11,795	--	11,795
Capital outlay	--	726,058	726,058
Debt service:			
Interest and fiscal charges	10,088	--	10,088
Total expenditures	3,054,961	726,058	3,781,019
Excess (deficiency) of revenues over (under) expenditures	272,256	(640,554)	(368,298)
Other financing sources (uses):			
Transfers in	208,421	--	208,421
Total other financing sources (uses)	208,421	--	208,421
Net change in fund balances	480,677	(640,554)	(159,877)
Fund balances, January 1	1,945,589	641,203	2,586,792
Fund balances, December 31	$ 2,426,266	$ 649	$ 2,426,915

WALLER COUNTY, TEXAS

COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
DECEMBER 31, 2023

	D.A. Warrant Seizure	Chapter 19 Voter's Registration	District Attorney Apportionment	Sheriff Forfeiture
ASSETS				
Cash and cash equivalents	$ 187,021	$ 5,919	$ 10,673	$ 31,208
Investments	--	--	--	--
Receivables (net of allowances for uncollectibles):				
Fines	--	--	--	--
Intergovernmental	--	--	--	--
Prepaid items	--	--	--	--
Total Assets	$ 187,021	$ 5,919	$ 10,673	$ 31,208
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	$ --	$ --	$ --	$ --
Other payables and accruals	--	--	--	--
Due to other funds	--	--	--	--
Total Liabilities	--	--	--	--
Deferred Inflows of Resources				
Deferred revenue	--	--	--	--
Total Deferred Inflows of Resources	--	--	--	--
Fund balances:				
Nonspendable	--	--	--	--
Restricted	187,021	5,919	10,673	31,208
Committed to justice administration	--	--	--	--
Unassigned	--	--	--	--
Total fund balances (deficits)	187,021	5,919	10,673	31,208
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 187,021	$ 5,919	$ 10,673	$ 31,208

D.A. Warrant Forfeiture	D.A. Worthless Check	Elections	District Attorney Federal Seized Funds	Law Library
$ 2,440	$ 544	$ 71,358	$ 195	$ 36,963
--	--	151,500	--	181,806
--	--	--	--	2,954
--	--	--	--	--
--	--	--	--	--
$ 2,440	$ 544	$ 222,858	$ 195	$ 221,723
$ --	$ --	$ --	$ --	$ 1,066
--	--	--	--	--
--	--	--	--	--
--	--	--	--	1,066
--	--	--	--	2,955
--	--	--	--	2,955
--	--	--	--	--
2,440	544	222,858	195	217,702
--	--	--	--	--
--	--	--	--	--
2,440	544	222,858	195	217,702
$ 2,440	$ 544	$ 222,858	$ 195	$ 221,723

WALLER COUNTY, TEXAS

COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
DECEMBER 31, 2023

	Title IV Juvenile Justice	District Clerk RMPF	RMPF County Clerk District Clerk	RPF County Clerk
ASSETS				
Cash and cash equivalents	$ 4,553	$ 3,438	$ 29,920	$ 80,589
Investments	90,168	21,443	71,858	533,090
Receivables (net of allowances for uncollectibles):				
Fines	--	3,812	22,132	2,325
Intergovernmental	--	--	--	--
Prepaid items	--	--	--	37,948
Total Assets	$ 94,721	$ 28,693	$ 123,910	$ 653,952
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	$ --	$ --	$ --	$ 691
Other payables and accruals	--	--	--	--
Due to other funds	--	--	--	--
Total Liabilities	--	--	--	691
Deferred Inflows of Resources				
Deferred revenue	--	3,812	22,132	2,325
Total Deferred Inflows of Resources	--	3,812	22,132	2,325
Fund balances:				
Nonspendable	--	--	--	37,948
Restricted	94,721	24,881	101,778	612,988
Committed to justice administration	--	--	--	--
Unassigned	--	--	--	--
Total fund balances (deficits)	94,721	24,881	101,778	650,936
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 94,721	$ 28,693	$ 123,910	$ 653,952

Preservation Fee Birth Death County Clerk	Courthouse Security	Graffititi Eradication	JP Technology Fee	Child Abuse Preventation
$ 4,247	$ 35,079	$ 151	$ 1,694	$ 819
28,339	164,164	673	66,144	720
--	13,018	25	2,751	388
--	--	--	--	--
--	--	--	--	--
$ 32,586	$ 212,261	$ 849	$ 70,589	$ 1,927
$ --	$ --	$ --	$ 600	$ --
--	--	--	--	--
--	--	--	--	--
--	--	--	600	--
--	13,019	25	2,751	388
--	13,019	25	2,751	388
--	--	--	--	--
32,586	199,242	824	67,238	1,539
--	--	--	--	--
--	--	--	--	--
32,586	199,242	824	67,238	1,539
$ 32,586	$ 212,261	$ 849	$ 70,589	$ 1,927

WALLER COUNTY, TEXAS

COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
DECEMBER 31, 2023

	Family Protection Fee	Court Initiated Guardianship	Justice Court Security	County Clerk Technology
ASSETS				
Cash and cash equivalents	$ 304	$ 7,609	$ --	$ 2,460
Investments	39,215	49,216	29,261	5,416
Receivables (net of allowances for uncollectibles):				
Fines	137	87	490	--
Intergovernmental	--	--	--	--
Prepaid items	--	--	--	--
Total Assets	$ 39,656	$ 56,912	$ 29,751	$ 7,876
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	$ --	$ --	$ --	$ --
Other payables and accruals	--	--	--	--
Due to other funds	--	--	5,104	--
Total Liabilities	--	--	5,104	--
Deferred Inflows of Resources				
Deferred revenue	138	88	490	--
Total Deferred Inflows of Resources	138	88	490	--
Fund balances:				
Nonspendable	--	--	--	--
Restricted	39,518	56,824	24,157	7,876
Committed to justice administration	--	--	--	--
Unassigned	--	--	--	--
Total fund balances (deficits)	39,518	56,824	24,157	7,876
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 39,656	$ 56,912	$ 29,751	$ 7,876

District Clerk Technology	CC Records Preservation Digitization	DC Records Preservation Digitization	DA Pre Trial Diversion	Juvenile Case Manager
$ 1,372	$ 4,006	$ 395	$ 13,325	$ 1,050
2,748	32,279	28,631	85,990	--
--	--	2,900	--	1,422
--	--	--	--	--
--	--	--	--	--
$ 4,120	$ 36,285	$ 31,926	$ 99,315	$ 2,472
$ --	$ --	$ --	$ --	$ --
--	--	--	634	--
--	--	--	--	--
--	--	--	634	--
--	--	2,900	--	1,422
--	--	2,900	--	1,422
--	--	--	--	--
4,120	36,285	29,026	98,681	--
--	--	--	--	1,050
--	--	--	--	--
4,120	36,285	29,026	98,681	1,050
$ 4,120	$ 36,285	$ 31,926	$ 99,315	$ 2,472

WALLER COUNTY, TEXAS

COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
DECEMBER 31, 2023

	Fire Marshall Service Fund	Constable Pct 4 Article 59 Forfeiture	Court Facility	Justice Court Support
ASSETS				
Cash and cash equivalents	$ 107,426	$ 1,810	$ 35,517	$ 49,322
Investments	--	--	--	--
Receivables (net of allowances for uncollectibles):				
Fines	--	--	1,488	--
Intergovernmental	--	--	--	--
Prepaid items	--	--	--	--
Total Assets	$ 107,426	$ 1,810	$ 37,005	$ 49,322
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	$ --	$ --	$ --	$ --
Other payables and accruals	--	--	--	--
Due to other funds	--	--	--	--
Total Liabilities	--	--	--	--
Deferred Inflows of Resources				
Deferred revenue	--	--	1,488	--
Total Deferred Inflows of Resources	--	--	1,488	--
Fund balances:				
Nonspendable	--	--	--	--
Restricted	107,426	1,810	35,517	49,322
Committed to justice administration	--	--	--	--
Unassigned	--	--	--	--
Total fund balances (deficits)	107,426	1,810	35,517	49,322
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 107,426	$ 1,810	$ 37,005	$ 49,322

D.A. Worthless Trust Fund	Hospital Trust	Narc Program	Federal Forfeiture	Imprest
$ 4,998	$ --	$ 11	$ 265,285	$ 26,758
--	3,248	--	--	--
--	--	--	--	--
--	--	--	--	--
--	--	--	--	--
$ 4,998	$ 3,248	$ 11	$ 265,285	$ 26,758
$ --	$ --	$ --	$ --	$ --
--	--	--	--	--
--	--	--	--	--
--	--	--	--	--
--	--	--	265,170	--
--	--	--	265,170	--
--	--	--	--	--
4,998	3,248	11	115	26,758
--	--	--	--	--
--	--	--	--	--
4,998	3,248	11	115	26,758
$ 4,998	$ 3,248	$ 11	$ 265,285	$ 26,758

WALLER COUNTY, TEXAS
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
DECEMBER 31, 2023

	SCAAP	VOCA Grant-1	STEP CMV 00044
ASSETS			
Cash and cash equivalents	$ 83,847	$ 9,492	$ --
Investments	--	--	--
Receivables (net of allowances for uncollectibles):			
Fines	--	--	--
Intergovernmental	5,502	9,786	3,899
Prepaid items	--	--	--
Total Assets	$ 89,349	$ 19,278	$ 3,899
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Accounts payable	$ --	$ --	$ --
Other payables and accruals	--	1,006	189
Due to other funds	--	18,092	6,517
Total Liabilities	--	19,098	6,706
Deferred Inflows of Resources			
Deferred revenue	79,681	--	--
Total Deferred Inflows of Resources	79,681	--	--
Fund balances:			
Nonspendable	--	--	--
Restricted	9,668	180	--
Committed to justice administration	--	--	--
Unassigned	--	--	(2,807)
Total fund balances (deficits)	9,668	180	(2,807)
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 89,349	$ 19,278	$ 3,899

STEP Comprehensive S-1YG-00138	Harvey Buyout Grant	Harvey Infrastructure	American Rescue Plan Grant	SAVNS Grant #1446517 2013-2014
$ 2,648	$ 32	$ 267	$ 5,292,601	$ --
--	--	--	--	--
--	--	--	--	--
4,226	250	--	--	10,386
--	--	--	--	--
$ 6,874	$ 282	$ 267	$ 5,292,601	$ 10,386
$ --	$ --	$ --	$ 15,248	$ 1,503
866	--	--	17,723	--
13,537	2,842	--	--	8,883
14,403	2,842	--	32,971	10,386
--	--	--	5,259,630	--
--	--	--	5,259,630	--
--	--	--	--	--
--	--	267	--	--
--	--	--	--	--
(7,529)	(2,560)	--	--	--
(7,529)	(2,560)	267	--	--
$ 6,874	$ 282	$ 267	$ 5,292,601	$ 10,386

EXHIBIT

WALLER COUNTY, TEXAS

COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
DECEMBER 31, 2023

	Formula Grant	SETH Grant	Total Nonmajor Special Revenue Funds (See Exhibit C-1)
ASSETS			
Cash and cash equivalents	$ --	$ 50,000	$ 6,467,346
Investments	--	--	1,585,909
Receivables (net of allowances for uncollectibles):			
Fines	--	--	53,929
Intergovernmental	13,681	--	47,730
Prepaid items	--	--	37,948
Total Assets	$ 13,681	$ 50,000	$ 8,192,862
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Accounts payable	$ --	$ --	$ 19,108
Other payables and accruals	--	--	20,418
Due to other funds	13,681	--	68,656
Total Liabilities	13,681	--	108,182
Deferred Inflows of Resources			
Deferred revenue	--	--	5,658,414
Total Deferred Inflows of Resources	--	--	5,658,414
Fund balances:			
Nonspendable	--	--	37,948
Restricted	--	50,000	2,400,164
Committed to justice administration	--	--	1,050
Unassigned	--	--	(12,896)
Total fund balances (deficits)	--	50,000	2,426,266
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 13,681	$ 50,000	$ 8,192,862

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WALLER COUNTY, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023

	D.A. Warrant Seizure	Chapter 19 Voter's Registration	District Attorney Apportionment	Sheriff Forfeiture
Revenues:				
Intergovernmental	$ --	$ --	$ --	$ --
Charges for services	--	--	--	--
Fines	--	--	--	12,284
Interest	806	25	50	136
Miscellaneous	--	--	--	--
Total revenues	806	25	50	12,420
Expenditures:				
Current:				
General government	--	--	--	--
Public safety	--	--	--	--
Judicial	--	--	--	--
Legal	--	--	37,342	--
Public transportation	--	--	--	--
Culture and recreation	--	--	--	--
Nondepartmental	--	--	--	--
Debt service:				
Interest and fiscal charges	--	--	--	--
Total expenditures	--	--	37,342	--
Excess (deficiency) of revenues over (under) expenditures	806	25	(37,292)	12,420
Other financing sources (uses):				
Transfers in	--	--	29,368	--
Total other financing sources (uses)	--	--	29,368	--
Net change in fund balances	806	25	(7,924)	12,420
Fund balances, January 1	186,215	5,894	18,597	18,788
Fund balances (deficits), December 31	$ 187,021	$ 5,919	$ 10,673	$ 31,208

D.A. Warrant Forfeiture	D.A. Worthless Check	Elections	District Attorney Federal Seized Funds	Law Library
$ --	$ --	$ --	$ --	$ --
--	--	--	--	--
--	--	--	--	30,277
22	3	7,178	20	8,807
--	--	63,063	27,802	--
22	3	70,241	27,822	39,084
--	--	--	--	--
--	--	--	--	--
--	--	--	--	--
--	414	--	55,163	3,287
--	--	--	--	--
--	--	--	--	--
--	--	--	--	--
10,088	--	--	--	--
10,088	414	--	55,163	3,287
(10,066)	(411)	70,241	(27,341)	35,797
--	--	--	--	--
--	--	--	--	--
(10,066)	(411)	70,241	(27,341)	35,797
12,506	955	152,617	27,536	181,905
$ 2,440	$ 544	$ 222,858	$ 195	$ 217,702

WALLER COUNTY, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023

	Title IV Juvenile Justice	District Clerk RMPF	RMPF County Clerk District Clerk	RPF County Clerk
Revenues:				
Intergovernmental	$ --	$ --	$ --	$ --
Charges for services	--	--	--	--
Fines	--	1,429	27,788	162,868
Interest	4,379	1,059	3,450	25,213
Miscellaneous	--	--	--	--
Total revenues	4,379	2,488	31,238	188,081
Expenditures:				
Current:				
General government	--	--	--	53,574
Public safety	--	--	--	--
Judicial	--	--	--	--
Legal	--	--	--	--
Public transportation	--	--	--	--
Culture and recreation	--	--	--	--
Nondepartmental	--	--	--	--
Debt service:				
Interest and fiscal charges	--	--	--	--
Total expenditures	--	--	--	53,574
Excess (deficiency) of revenues over (under) expenditures	4,379	2,488	31,238	134,507
Other financing sources (uses):				
Transfers in	--	--	--	--
Total other financing sources (uses)	--	--	--	--
Net change in fund balances	4,379	2,488	31,238	134,507
Fund balances, January 1	90,342	22,393	70,540	516,429
Fund balances (deficits), December 31	$ 94,721	$ 24,881	$ 101,778	$ 650,936

Preservation Fee Birth Death County Clerk	Courthouse Security	Graffititi Eradication	JP Technology Fee	Child Abuse Preventation
$ --	$ --	$ --	$ --	$ --
--	--	--	--	--
2,169	54,054	150	16,086	66
1,380	8,146	34	4,999	39
--	--	--	--	--
3,549	62,200	184	21,085	105
--	--	--	--	--
--	--	--	--	--
--	--	--	56,640	--
--	--	--	--	--
--	--	--	--	--
--	--	--	--	--
--	11,795	--	--	--
--	--	--	--	--
--	11,795	--	56,640	--
3,549	50,405	184	(35,555)	105
--	--	--	--	--
--	--	--	--	--
3,549	50,405	184	(35,555)	105
29,037	148,837	640	102,793	1,434
$ 32,586	$ 199,242	$ 824	$ 67,238	$ 1,539

WALLER COUNTY, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023

	Family Protection Fee	Court Initiated Guardianship	Justice Court Security	County Clerk Technology
Revenues:				
Intergovernmental	$ --	$ 4,990	$ --	$ --
Charges for services	--	--	--	--
Fines	--	--	344	425
Interest	1,884	2,371	1,491	274
Miscellaneous	--	--	--	--
Total revenues	1,884	7,361	1,835	699
Expenditures:				
Current:				
General government	--	--	--	--
Public safety	--	--	5,330	--
Judicial	--	--	--	--
Legal	--	--	--	--
Public transportation	--	--	--	--
Culture and recreation	--	--	--	--
Nondepartmental	--	--	--	--
Debt service:				
Interest and fiscal charges	--	--	--	--
Total expenditures	--	--	5,330	--
Excess (deficiency) of revenues over (under) expenditures	1,884	7,361	(3,495)	699
Other financing sources (uses):				
Transfers in	--	--	--	--
Total other financing sources (uses)	--	--	--	--
Net change in fund balances	1,884	7,361	(3,495)	699
Fund balances, January 1	37,634	49,463	27,652	7,177
Fund balances (deficits), December 31	$ 39,518	$ 56,824	$ 24,157	$ 7,876

District Clerk Technology	CC Records Preservation Digitization	DC Records Preservation Digitization	DA Pre Trial Diversion	Juvenile Case Manager
$ --	$ --	$ --	$ 52,100	$ --
--	--	--	--	952
177	--	560	--	--
140	1,573	1,645	3,556	4
--	--	--	--	--
317	1,573	2,205	55,656	956
--	--	--	--	--
--	--	--	--	--
--	--	21,727	--	--
--	--	--	30,480	--
--	--	--	--	--
--	--	--	--	--
--	--	--	--	--
--	--	--	--	--
--	--	21,727	30,480	--
317	1,573	(19,522)	25,176	956
--	--	--	--	--
--	--	--	--	--
317	1,573	(19,522)	25,176	956
3,803	34,712	48,548	73,505	94
$ 4,120	$ 36,285	$ 29,026	$ 98,681	$ 1,050

WALLER COUNTY, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023

	Fire Marshall Service Fund	Constable Pct 4 Article 59 Forfeiture	Court Facility	Justice Court Support
Revenues:				
Intergovernmental	$ --	$ --	$ --	$ --
Charges for services	--	--	17,302	26,221
Fines	--	--	--	--
Interest	--	12	133	184
Miscellaneous	--	--	--	--
Total revenues	--	12	17,435	26,405
Expenditures:				
Current:				
General government	--	--	--	--
Public safety	--	--	--	--
Judicial	--	--	--	--
Legal	--	--	--	--
Public transportation	--	--	--	--
Culture and recreation	--	--	--	--
Nondepartmental	--	--	--	--
Debt service:				
Interest and fiscal charges	--	--	--	--
Total expenditures	--	--	--	--
Excess (deficiency) of revenues over (under) expenditures	--	12	17,435	26,405
Other financing sources (uses):				
Transfers in	107,426	--	--	--
Total other financing sources (uses)	107,426	--	--	--
Net change in fund balances	107,426	12	17,435	26,405
Fund balances, January 1	--	1,798	18,082	22,917
Fund balances (deficits), December 31	$ 107,426	$ 1,810	$ 35,517	$ 49,322

D.A. Worthless Trust Fund	Hospital Trust	Narc Program	Federal Forfeiture	Imprest
$ --	$ --	$ --	$ 77,951	$ 11,754
--	--	--	--	--
--	--	--	--	--
66	158	--	115	102
49,352	--	--	--	--
49,418	158	--	78,066	11,856
--	--	--	--	--
--	--	--	77,951	9,966
--	--	--	--	--
48,952	--	--	--	--
--	--	--	--	--
--	--	--	--	--
--	--	--	--	--
--	--	--	--	--
48,952	--	--	77,951	9,966
466	158	--	115	1,890
--	--	--	--	--
--	--	--	--	--
466	158	--	115	1,890
4,532	3,090	11	--	24,868
$ 4,998	$ 3,248	$ 11	$ 115	$ 26,758

WALLER COUNTY, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023

	SCAAP	VOCA Grant-1	STEP CMV 00044
Revenues:			
Intergovernmental	$ 9,668	$ 52,780	$ 8,408
Charges for services	--	--	--
Fines	--	--	--
Interest	--	--	--
Miscellaneous	--	--	--
Total revenues	9,668	52,780	8,408
Expenditures:			
Current:			
General government	--	--	--
Public safety	9,668	64,559	11,215
Judicial	--	--	--
Legal	--	--	--
Public transportation	--	--	--
Culture and recreation	--	--	--
Nondepartmental	--	--	--
Debt service:			
Interest and fiscal charges	--	--	--
Total expenditures	9,668	64,559	11,215
Excess (deficiency) of revenues over (under) expenditures	--	(11,779)	(2,807)
Other financing sources (uses):			
Transfers in	9,668	11,959	--
Total other financing sources (uses)	9,668	11,959	--
Net change in fund balances	9,668	180	(2,807)
Fund balances, January 1	--	--	--
Fund balances (deficits), December 31	$ 9,668	$ 180	$ (2,807)

STEP Comprehensive S-1YG-00138	Harvey Buyout Grant	Harvey Infrastructure	American Rescue Plan Grant	SAVNS Grant #1446517 2013-2014
$ 22,589	$ 245,487	$ 106,171	$ 2,084,205	$ 23,515
--	--	--	--	--
--	--	--	--	--
--	19	35	--	--
--	--	--	--	--
22,589	245,506	106,206	2,084,205	23,515
--	--	--	2,084,205	--
30,118	--	--	--	--
--	--	--	--	--
--	--	--	--	23,515
--	248,079	106,171	--	--
--	--	--	--	--
--	--	--	--	--
--	--	--	--	--
30,118	248,079	106,171	2,084,205	23,515
(7,529)	(2,573)	35	--	--
--	--	--	--	--
--	--	--	--	--
(7,529)	(2,573)	35	--	--
--	13	232	--	--
$ (7,529)	$ (2,560)	$ 267	$ --	$ --

WALLER COUNTY, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023

	Formula Grant	SETH Grant	Total Nonmajor Special Revenue Funds (See Exhibit C-2)
Revenues:			
Intergovernmental	$ 54,722	$ --	$ 2,754,340
Charges for services	--	--	44,475
Fines	--	--	308,677
Interest	--	--	79,508
Miscellaneous	--	--	140,217
Total revenues	54,722	--	3,327,217
Expenditures:			
Current:			
General government	--	--	2,137,779
Public safety	--	--	208,807
Judicial	--	--	78,367
Legal	--	--	199,153
Public transportation	--	--	354,250
Culture and recreation	54,722	--	54,722
Nondepartmental	--	--	11,795
Debt service:			
Interest and fiscal charges	--	--	10,088
Total expenditures	54,722	--	3,054,961
Excess (deficiency) of revenues over (under) expenditures	--	--	272,256
Other financing sources (uses):			
Transfers in	--	50,000	208,421
Total other financing sources (uses)	--	50,000	208,421
Net change in fund balances	--	50,000	480,677
Fund balances, January 1	--	--	1,945,589
Fund balances (deficits), December 31	$ --	$ 50,000	$ 2,426,266

WALLER COUNTY, TEXAS

EXHIBIT C-5

D.A. WARRANT SEIZURE FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Interest	$ --	$ 806	$ 806
Total revenues	--	806	806
Expenditures:			
Current:			
Legal			
D.A. Warrants	280,925	--	280,925
Total Legal	280,925	--	280,925
Total expenditures	280,925	--	280,925
Net change in fund balances	(280,925)	806	281,731
Fund balance, January 1	186,215	186,215	--
Fund balance, December 31	$ (94,710)	$ 187,021	$ 281,731

WALLER COUNTY, TEXAS **EXHIBIT C-6**

CHAPTER 19 VOTERS REGISTRATION
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Interest	$ --	$ 25	$ 25
Total revenues	--	25	25
Expenditures:			
Current:			
General Government			
Voter Registrar	5,882	--	5,882
Total General Government	5,882	--	5,882
Total expenditures	5,882	--	5,882
Net change in fund balances	(5,882)	25	5,907
Fund balance, January 1	5,894	5,894	--
Fund balance, December 31	$ 12	$ 5,919	$ 5,907

WALLER COUNTY, TEXAS

EXHIBIT C-7

DISTRICT ATTORNEY APPORTIONMENT
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Interest	$ --	$ 50	$ 50
Total revenues	--	50	50
Expenditures:			
Current:			
Legal			
D.A. Apportionment	15,757	37,342	(21,585)
Total Legal	15,757	37,342	(21,585)
Total expenditures	15,757	37,342	(21,585)
Excess (deficiency) of revenues over (under) expenditures	(15,757)	(37,292)	(21,535)
Other financing sources (uses):			
Transfers in	15,757	29,368	13,611
Total other financing sources (uses)	15,757	29,368	(13,611)
Net change in fund balances	--	(7,924)	(7,924)
Fund balance, January 1	18,597	18,597	--
Fund balance, December 31	$ 18,597	$ 10,673	$ (7,924)

WALLER COUNTY, TEXAS

EXHIBIT C-8

SHERIFF FORFEITURE
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Fines	$ --	$ 12,284	$ 12,284
Interest	--	136	136
Total revenues	--	12,420	12,420
Expenditures:			
Current:			
Public Safety			
Sheriff Forfeiture	11,311	--	11,311
Total Public Safety	11,311	--	11,311
Total expenditures	11,311	--	11,311
Net change in fund balances	(11,311)	12,420	23,731
Fund balance, January 1	18,788	18,788	--
Fund balance, December 31	$ 7,477	$ 31,208	$ 23,731

WALLER COUNTY, TEXAS **EXHIBIT C-9**

D.A. WARRANT FORFEITURE FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Interest	$ --	$ 22	$ 22
Total revenues	--	22	22
Expenditures:			
Debt service:			
Interest and fiscal charges	60	10,088	(10,028)
Total Debt Service	60	10,088	(10,028)
Total expenditures	60	10,088	(10,028)
Net change in fund balances	(60)	(10,066)	(10,006)
Fund balance, January 1	12,506	12,506	--
Fund balance, December 31	$ 12,446	$ 2,440	$ (10,006)

WALLER COUNTY, TEXAS

EXHIBIT C-10

D.A. WORTHLESS CHECK
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Interest	$ --	$ 3	$ 3
Total revenues	--	3	3
Expenditures:			
Current:			
Legal			
D.A. Worthless Check	984	414	570
Total Legal	984	414	570
Total expenditures	984	414	570
Net change in fund balances	(984)	(411)	573
Fund balance, January 1	955	955	--
Fund balance, December 31	$ (29)	$ 544	$ 573

WALLER COUNTY, TEXAS

EXHIBIT C-11

ELECTIONS
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Interest	$ --	$ 7,178	$ 7,178
Miscellaneous	--	63,063	63,063
Total revenues	--	70,241	70,241
Expenditures:			
Current:			
Nondepartmental			
Elections	102,768	--	102,768
Total Nondepartmental	102,768	--	102,768
Total expenditures	102,768	--	102,768
Excess (deficiency) of revenues over (under) expenditures	(102,768)	70,241	173,009
Other financing sources (uses):			
Transfers in	113,605	--	(113,605)
Total other financing sources (uses)	113,605	--	(113,605)
Net change in fund balances	10,837	70,241	59,404
Fund balance, January 1	152,617	152,617	--
Fund balance, December 31	$ 163,454	$ 222,858	$ 59,404

WALLER COUNTY, TEXAS

EXHIBIT C-12

DISTRICT ATTORNEY FEDERAL SEIZED FUNDS
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Interest	$ --	$ 20	$ 20
Miscellaneous	--	27,802	27,802
Total revenues	--	27,822	27,822
Expenditures:			
Current:			
Legal			
D.A. Forfeiture	17,323	55,163	(37,840)
Total Legal	17,323	55,163	(37,840)
Total expenditures	17,323	55,163	(37,840)
Net change in fund balances	(17,323)	(27,341)	(10,018)
Fund balance, January 1	27,536	27,536	--
Fund balance, December 31	$ 10,213	$ 195	$ (10,018)

WALLER COUNTY, TEXAS
LAW LIBRARY
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

EXHIBIT C-13

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Fines	$ --	$ 30,277	$ 30,277
Interest	--	8,807	8,807
Total revenues	--	39,084	39,084
Expenditures:			
Current:			
Legal			
Law Library	148,007	3,287	144,720
Total Legal	148,007	3,287	144,720
Total expenditures	148,007	3,287	144,720
Net change in fund balances	(148,007)	35,797	183,804
Fund balance, January 1	181,905	181,905	--
Fund balance, December 31	$ 33,898	$ 217,702	$ 183,804

WALLER COUNTY, TEXAS

EXHIBIT C-14

TITLE IV JUVENILE JUSTICE
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Interest	$ --	$ 4,379	$ 4,379
Total revenues	--	4,379	4,379
Expenditures:			
Current:			
Judicial			
Title V Juvenile Justice	89,223	--	89,223
Total Judicial	89,223	--	89,223
Total expenditures	89,223	--	89,223
Net change in fund balances	(89,223)	4,379	93,602
Fund balance, January 1	90,342	90,342	--
Fund balance, December 31	$ 1,119	$ 94,721	$ 93,602

WALLER COUNTY, TEXAS

EXHIBIT C-15

DISTRICT CLERK RMPF
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Fines	$ --	$ 1,429	$ 1,429
Interest	--	1,059	1,059
Total revenues	--	2,488	2,488
Expenditures:			
Current:			
Judicial			
District Clerk Records Preservtion	73,927	--	73,927
Total Judicial	73,927	--	73,927
Total expenditures	73,927	--	73,927
Net change in fund balances	(73,927)	2,488	76,415
Fund balance, January 1	22,393	22,393	--
Fund balance, December 31	$ (51,534)	$ 24,881	$ 76,415

WALLER COUNTY, TEXAS

EXHIBIT C-16

RMPF COUNTY CLERK/DISTRICT CLERK
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Fines	$ --	$ 27,788	$ 27,788
Interest	--	3,450	3,450
Total revenues	--	31,238	31,238
Expenditures:			
Current:			
General Government			
Records Management	54,200	--	54,200
Total General Government	54,200	--	54,200
Total expenditures	54,200	--	54,200
Net change in fund balances	(54,200)	31,238	85,438
Fund balance, January 1	70,540	70,540	--
Fund balance, December 31	$ 16,340	$ 101,778	$ 85,438

WALLER COUNTY, TEXAS

EXHIBIT C-17

RPF COUNTY CLERK
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Fines	$ 167,935	$ 162,868	$ (5,067)
Interest	--	25,213	25,213
Total revenues	167,935	188,081	20,146
Expenditures:			
Current:			
General Government			
Records Preservation	556,496	53,574	502,922
Total General Government	556,496	53,574	502,922
Total expenditures	556,496	53,574	502,922
Net change in fund balances	(388,561)	134,507	523,068
Fund balance, January 1	516,429	516,429	--
Fund balance, December 31	$ 127,868	$ 650,936	$ 523,068

WALLER COUNTY, TEXAS

EXHIBIT C-18

PRESERVATION FEE BIRTH/DEATH COUNTY CLERK
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Fines	$ --	$ 2,169	$ 2,169
Interest	--	1,380	1,380
Total revenues	--	3,549	3,549
Expenditures:			
Current:			
General Government			
Preservation Fee Birth/DeathCounty Clerk	26,758	--	26,758
Total General Government	26,758	--	26,758
Total expenditures	26,758	--	26,758
Net change in fund balances	(26,758)	3,549	30,307
Fund balance, January 1	29,037	29,037	--
Fund balance, December 31	$ 2,279	$ 32,586	$ 30,307

WALLER COUNTY, TEXAS

EXHIBIT C-19

COURTHHOUSE SECURITY
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Fines	$ --	$ 54,054	$ 54,054
Interest	--	8,146	8,146
Total revenues	--	62,200	62,200
Expenditures:			
Current:			
Nondepartmental			
Courthouse Security	104,375	11,795	92,580
Total Nondepartmental	104,375	11,795	92,580
Total expenditures	104,375	11,795	92,580
Excess (deficiency) of revenues over (under) expenditures	(104,375)	50,405	154,780
Other financing sources (uses):			
Transfers out	(25,000)	--	25,000
Total other financing sources (uses)	(25,000)	--	25,000
Net change in fund balances	(129,375)	50,405	179,780
Fund balance, January 1	148,837	148,837	--
Fund balance, December 31	$ 19,462	$ 199,242	$ 179,780

WALLER COUNTY, TEXAS **EXHIBIT C-20**

GRAFFITI ERADICATION
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Fines	$ --	$ 150	$ 150
Interest	--	34	34
Total revenues	--	184	184
Expenditures:			
Current:			
Public Safety			
Graffitti Eradication	631	--	631
Total Public Safety	631	--	631
Total expenditures	631	--	631
Net change in fund balances	(631)	184	815
Fund balance, January 1	640	640	--
Fund balance, December 31	$ 9	$ 824	$ 815

WALLER COUNTY, TEXAS

EXHIBIT C-21

JP TECHNOLOGY FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Fines	$ --	$ 16,086	$ 16,086
Interest	--	4,999	4,999
Total revenues	--	21,085	21,085
Expenditures:			
Current:			
Judicial			
Justice Court Technology	82,868	56,640	26,228
Total Judicial	82,868	56,640	26,228
Total expenditures	82,868	56,640	26,228
Excess (deficiency) of revenues over (under) expenditures	(82,868)	(35,555)	47,313
Other financing sources (uses):			
Transfers out	(50,000)	--	50,000
Total other financing sources (uses)	(50,000)	--	50,000
Net change in fund balances	(132,868)	(35,555)	97,313
Fund balance, January 1	102,793	102,793	--
Fund balance, December 31	$ (30,075)	$ 67,238	$ 97,313

WALLER COUNTY, TEXAS

EXHIBIT C-22

CHILD ABUSE PREVENTION
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Fines	$ --	$ 66	$ 66
Interest	--	39	39
Total revenues	--	105	105
Expenditures:			
Current:			
Public Safety			
Juvenile Probation Grants 3	1,305	--	1,305
Total Public Safety	1,305	--	1,305
Total expenditures	1,305	--	1,305
Net change in fund balances	(1,305)	105	1,410
Fund balance, January 1	1,434	1,434	--
Fund balance, December 31	$ 129	$ 1,539	$ 1,410

WALLER COUNTY, TEXAS

EXHIBIT C-23

FAMILY PROTECTION FEE
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Interest	$ --	$ 1,884	$ 1,884
Total revenues	--	1,884	1,884
Expenditures:			
Current:			
Judicial			
Docket Management	37,054	--	37,054
Total Judicial	37,054	--	37,054
Total expenditures	37,054	--	37,054
Net change in fund balances	(37,054)	1,884	38,938
Fund balance, January 1	37,634	37,634	--
Fund balance, December 31	$ 580	$ 39,518	$ 38,938

WALLER COUNTY, TEXAS

EXHIBIT C-24

COURT INITIATED GUARDIANSHIP
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Intergovernmental	$ --	$ 4,990	$ 4,990
Interest	--	2,371	2,371
Total revenues	--	7,361	7,361
Expenditures:			
Current:			
Judicial			
Special Revenue Support Court Initiative	42,595	--	42,595
Total Judicial	42,595	--	42,595
Total expenditures	42,595	--	42,595
Net change in fund balances	(42,595)	7,361	49,956
Fund balance, January 1	49,463	49,463	--
Fund balance, December 31	$ 6,868	$ 56,824	$ 49,956

WALLER COUNTY, TEXAS

EXHIBIT C-25

JUSTICE COURT SECURITY FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Fines	$ --	$ 344	$ 344
Interest	--	1,491	1,491
Total revenues	--	1,835	1,835
Expenditures:			
Current:			
Public Safety			
Juvenile Probation Grants	45,615	5,330	40,285
Total Public Safety	45,615	5,330	40,285
Total expenditures	45,615	5,330	40,285
Excess (deficiency) of revenues over (under) expenditures	(45,615)	(3,495)	42,120
Other financing sources (uses):			
Transfers out	10,000	--	(10,000)
Total other financing sources (uses)	10,000	--	(10,000)
Net change in fund balances	(35,615)	(3,495)	32,120
Fund balance, January 1	27,652	27,652	--
Fund balance, December 31	$ (7,963)	$ 24,157	$ 32,120

WALLER COUNTY, TEXAS

COUNTY CLERK TECHNOLOGY FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

EXHIBIT C-26

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Fines	$ --	$ 425	$ 425
Interest	--	274	274
Total revenues	--	699	699
Expenditures:			
Current:			
General Government			
County Clerk Technology	6,554	--	6,554
Total General Government	6,554	--	6,554
Total expenditures	6,554	--	6,554
Net change in fund balances	(6,554)	699	7,253
Fund balance, January 1	7,177	7,177	--
Fund balance, December 31	$ 623	$ 7,876	$ 7,253

WALLER COUNTY, TEXAS **EXHIBIT C-27**

DISTRICT CLERK TECHNOLOGY FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Fines	$ --	$ 177	$ 177
Interest	--	140	140
Total revenues	--	317	317
Expenditures:			
Current:			
Judicial			
District Clerk Preservation and Digitization	3,464	--	3,464
Total Judicial	3,464	--	3,464
Total expenditures	3,464	--	3,464
Net change in fund balances	(3,464)	317	3,781
Fund balance, January 1	3,803	3,803	--
Fund balance, December 31	$ 339	$ 4,120	$ 3,781

WALLER COUNTY, TEXAS

EXHIBIT C-28

CC RECORDS PRESERVATION DIGITIZATION FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Interest	$ --	$ 1,573	$ 1,573
Total revenues	--	1,573	1,573
Expenditures:			
Current:			
General Government			
County Clerk Preservation and Digitization	34,212	--	34,212
Total General Government	34,212	--	34,212
Total expenditures	34,212	--	34,212
Net change in fund balances	(34,212)	1,573	35,785
Fund balance, January 1	34,712	34,712	--
Fund balance, December 31	$ 500	$ 36,285	$ 35,785

WALLER COUNTY, TEXAS

EXHIBIT C-29

DC RECORDS PRESERVATION DIGITIZATION FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Fines	$ --	$ 560	$ 560
Interest	--	1,645	1,645
Total revenues	--	2,205	2,205
Expenditures:			
Current:			
Judicial			
District Clerk Records Preservation	59,537	21,727	37,810
Total Judicial	59,537	21,727	37,810
Total expenditures	59,537	21,727	37,810
Net change in fund balances	(59,537)	(19,522)	40,015
Fund balance, January 1	48,548	48,548	--
Fund balance, December 31	$ (10,989)	$ 29,026	$ 40,015

WALLER COUNTY, TEXAS

EXHIBIT C-30

DA PRETRIAL DIVERSION
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Intergovernmental	$ --	$ 52,100	$ 52,100
Interest	--	3,556	3,556
Total revenues	--	55,656	55,656
Expenditures:			
Current:			
Legal			
D.A. Pre Ttrial Diversion	46,761	30,480	16,281
Total Legal	46,761	30,480	16,281
Total expenditures	46,761	30,480	16,281
Net change in fund balances	(46,761)	25,176	71,937
Fund balance, January 1	73,505	73,505	--
Fund balance, December 31	$ 26,744	$ 98,681	$ 71,937

WALLER COUNTY, TEXAS

EXHIBIT C-31

JUVENILE CASE MANAGER
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Charges for services	$ --	$ 952	$ 952
Interest	--	4	4
Total revenues	--	956	956
Other financing sources (uses):			
Transfers out	(1,189)	--	1,189
Total other financing sources (uses)	(1,189)	--	1,189
Net change in fund balances	(1,189)	956	2,145
Fund balance, January 1	94	94	--
Fund balance, December 31	$ (1,095)	$ 1,050	$ 2,145

WALLER COUNTY, TEXAS

FIRE MARSHALL SERVICE FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

EXHIBIT C-32

	Budget	Actual	Variance Positive (Negative)
Expenditures:			
Current:			
Public Safety			
Fire Marshall	$ 107,427	$ --	$ 107,427
Total Public Safety	107,427	--	107,427
Total expenditures	107,427	--	107,427
Excess (deficiency) of revenues over (under) expenditures	(107,427)	--	107,427
Other financing sources (uses):			
Transfers in	107,427	107,426	(1)
Total other financing sources (uses)	107,427	107,426	(1)
Net change in fund balances	--	107,426	107,426
Fund balance, January 1	--	--	--
Fund balance, December 31	$ --	$ 107,426	$ 107,426

WALLER COUNTY, TEXAS

CONSTABLE PCT 4 ARTICLE 59 FORFEITURE
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

EXHIBIT C-33

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Interest	$ --	$ 12	$ 12
Total revenues	--	12	12
Expenditures:			
Current:			
Public Safety			
Constable Precinct Number Four	1,797	--	1,797
Total Public Safety	1,797	--	1,797
Total expenditures	1,797	--	1,797
Net change in fund balances	(1,797)	12	1,809
Fund balance, January 1	1,798	1,798	--
Fund balance, December 31	$ 1	$ 1,810	$ 1,809

WALLER COUNTY, TEXAS
COURT FACILITY
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

EXHIBIT C-34

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Charges for services	$ 15,000	$ 17,302	$ 2,302
Interest	--	133	133
Total revenues	15,000	17,435	2,435
Expenditures:			
Current:			
Public Safety			
TIFB	15,000	--	15,000
Total Public Safety	15,000	--	15,000
Total expenditures	15,000	--	15,000
Net change in fund balances	--	17,435	17,435
Fund balance, January 1	18,082	18,082	--
Fund balance, December 31	$ 18,082	$ 35,517	$ 17,435

WALLER COUNTY, TEXAS

EXHIBIT C-35

JUSTICE COURT SUPPORT
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Charges for services	$ 15,000	$ 26,221	$ 11,221
Interest	--	184	--
Total revenues	15,000	26,405	11,405
Net change in fund balances	15,000	26,405	11,405
Fund balance, January 1	22,917	22,917	--
Fund balance, December 31	$ 37,917	$ 49,322	$ 11,405

WALLER COUNTY, TEXAS

EXHIBIT C-36

D.A. WORTHLESS TRUST FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Interest	$ --	$ 66	$ 66
Miscellaneous	--	49,352	49,352
Total revenues	--	49,418	49,418
Expenditures:			
Current:			
Legal			
D.A. Worthless Check	4,646	48,952	(44,306)
Total Legal	4,646	48,952	(44,306)
Total expenditures	4,646	48,952	(44,306)
Net change in fund balances	(4,646)	466	5,112
Fund balance, January 1	4,532	4,532	--
Fund balance, December 31	$ (114)	$ 4,998	$ 5,112

WALLER COUNTY, TEXAS

EXHIBIT C-37

HOSPITAL TRUST
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Interest	$ --	$ 158	$ 158
Total revenues	--	158	158
Expenditures:			
Current:			
General Government	3,041	--	3,041
Total General Government	3,041	--	3,041
Total expenditures	3,041	--	3,041
Net change in fund balances	(3,041)	158	3,199
Fund balance, January 1	3,090	3,090	--
Fund balance, December 31	$ 49	$ 3,248	$ 3,199

WALLER COUNTY, TEXAS
NARC PROGRAM
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

EXHIBIT C-38

	Budget	Actual	Variance Positive (Negative)
Expenditures:			
Current:			
Public Safety			
Narc Program Income Grant	$ 11	$ --	$ 11
Total Public Safety	11	--	11
Total expenditures	11	--	11
Net change in fund balances	(11)	--	11
Fund balance, January 1	11	11	--
Fund balance, December 31	$ --	$ 11	$ 11

WALLER COUNTY, TEXAS

FEDERAL FORFEITURE
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

EXHIBIT C-39

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Intergovernmental	$ 221,369	$ 77,951	$ (143,418)
Interest	--	115	115
Total revenues	221,369	78,066	(143,303)
Expenditures:			
Current:			
Public Safety			
Narc Program Income Grant	268,166	77,951	190,215
Total Public Safety	268,166	77,951	190,215
Total expenditures	268,166	77,951	190,215
Net change in fund balances	(46,797)	115	46,912
Fund balance, January 1	--	--	--
Fund balance, December 31	$ (46,797)	$ 115	$ 46,912

WALLER COUNTY, TEXAS

EXHIBIT C-40

IMPREST FUND
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Intergovernmental	$ --	$ 11,754	$ 11,754
Interest	--	102	102
Total revenues	--	11,856	11,856
Expenditures:			
Current:			
Public Safety			
Imprest	14,439	9,966	4,473
Total Public Safety	14,439	9,966	4,473
Total expenditures	14,439	9,966	4,473
Net change in fund balances	(14,439)	1,890	16,329
Fund balance, January 1	24,868	24,868	--
Fund balance, December 31	$ 10,429	$ 26,758	$ 16,329

WALLER COUNTY, TEXAS

EXHIBIT C-41

VOCA GRANT-1
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Intergovernmental	$ 50,854	$ 52,780	$ 1,926
Total revenues	50,854	52,780	1,926
Expenditures:			
Current:			
Public Safety			
Victims Assistance Grant	65,401	64,559	842
Total Public Safety	65,401	64,559	842
Total expenditures	65,401	64,559	842
Excess (deficiency) of revenues over (under) expenditures	(14,547)	(11,779)	2,768
Other financing sources (uses):			
Transfers in	14,547	11,959	(2,588)
Total other financing sources (uses)	14,547	11,959	(2,588)
Net change in fund balances	--	180	180
Fund balance, January 1	--	--	--
Fund balance, December 31	$ --	$ 180	$ 180

WALLER COUNTY, TEXAS
STEP CMV-00044
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

EXHIBIT C-42

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Intergovernmental	$ 36,721	$ 8,408	$ (28,313)
Total revenues	36,721	8,408	(28,313)
Expenditures:			
Current:			
Public Safety			
Sheriff Administration	48,195	11,215	36,980
Total Public Safety	48,195	11,215	36,980
Total expenditures	48,195	11,215	36,980
Excess (deficiency) of revenues over (under) expenditures	(11,474)	(2,807)	8,667
Other financing sources (uses):			
Transfers in	11,474	--	(11,474)
Total other financing sources (uses)	11,474	--	(11,474)
Net change in fund balances	--	(2,807)	(2,807)
Fund balance, January 1	--	--	--
Fund balance (deficit), December 31	$ --	$ (2,807)	$ (2,807)

WALLER COUNTY, TEXAS

STEP COMPREHENSIVE 5-1YG-00138
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

EXHIBIT C-43

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Intergovernmental	$ 21,359	$ 22,589	$ 1,230
Total revenues	21,359	22,589	1,230
Expenditures:			
Current:			
Public Safety			
Sheriff Administration	28,125	30,118	(1,993)
Total Public Safety	28,125	30,118	(1,993)
Total expenditures	28,125	30,118	(1,993)
Excess (deficiency) of revenues over (under) expenditures	(6,766)	(7,529)	(763)
Other financing sources (uses):			
Transfers in	6,766	--	(6,766)
Total other financing sources (uses)	6,766	--	(6,766)
Net change in fund balances	--	(7,529)	(7,529)
Fund balance (deficit), January 1	--	--	--
Fund balance, December 31	$ --	$ (7,529)	$ (7,529)

WALLER COUNTY, TEXAS **EXHIBIT C-44**

AMERICAN RESCUE PLAN GRANT
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Intergovernmental	$ 1,382,386	$ 2,084,205	$ 701,819
Total revenues	1,382,386	2,084,205	701,819
Expenditures:			
Current:			
General Government			
American Rescue Plan	1,382,386	2,084,205	(701,819)
Total General Government	1,382,386	2,084,205	(701,819)
Total expenditures	1,382,386	2,084,205	(701,819)
Net change in fund balances	--	--	--
Fund balance, January 1	--	--	--
Fund balance, December 31	$ --	$ --	$ --

WALLER COUNTY, TEXAS

EXHIBIT C-45

FORMULA GRANT
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Intergovernmental	$ 54,722	$ 54,722	$ --
Total revenues	54,722	54,722	--
Expenditures:			
Current:			
Culture and Recreation			
Lone Star Library Grant	54,722	54,722	--
Total Culture and Recreation	54,722	54,722	--
Total expenditures	54,722	54,722	--
Net change in fund balances	--	--	--
Fund balance, January 1	--	--	--
Fund balance, December 31	$ --	$ --	$ --

WALLER COUNTY, TEXAS

EXHIBIT C-46

SETH GRANT
SPECIAL REVENUE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Miscellaneous	$ 50,000	$ --	$ (50,000)
Total revenues	50,000	--	(50,000)
Expenditures:			
Current:			
General Government			
All Others	8,000	--	8,000
Total General Government	8,000	--	8,000
Public Safety			
Juvenile Probation Grants 2	42,000	--	42,000
Total Public Safety	42,000	--	42,000
Total expenditures	50,000	--	50,000
Excess (deficiency) of revenues over (under) expenditures	--	--	--
Other financing sources (uses):			
Transfers in	--	50,000	50,000
Total other financing sources (uses)	--	50,000	50,000
Net change in fund balances	--	50,000	50,000
Fund balance, January 1	--	--	--
Fund balance, December 31	$ --	$ 50,000	$ 50,000

WALLER COUNTY, TEXAS
DEBT SERVICE CERTIFICATE FUND
DEBT SERVICE FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2023

EXHIBIT C-47

	Budget	Actual	Variance Positive (Negative)
Revenues:			
Taxes	$ 5,233,400	$ 5,326,185	$ 92,785
Interest	13,501	61,491	47,990
Total revenues	5,246,901	5,387,676	140,775
Expenditures:			
Debt service:			
Principal	3,643,367	3,562,000	81,367
Interest and fiscal charges	2,603,534	2,325,804	277,730
Total Debt Service	6,246,901	5,887,804	359,097
Total expenditures	6,246,901	5,887,804	359,097
Excess (deficiency) of revenues over (under) expenditures	(1,000,000)	(500,128)	499,872
Other financing sources (uses):			
Transfers in	1,000,000	--	(1,000,000)
Total other financing sources (uses)	1,000,000	--	(1,000,000)
Net change in fund balances	--	(500,128)	(500,128)
Fund balance, January 1	866,689	866,689	--
Fund balance, December 31	$ 866,689	$ 366,561	$ (500,128)

EXHIBIT C-

WALLER COUNTY, TEXAS

COMBINING BALANCE SHEET
NONMAJOR CAPITAL PROJECTS FUNDS
DECEMBER 31, 2023

	Tax Notes Series 2020	Tax Notes Series 2022	Total Nonmajor Capital Projects Funds (See Exhibit C-1)
ASSETS			
Cash and cash equivalents	$ --	$ 431	$ 431
Investments	471,057	218	471,275
Total Assets	$ 471,057	$ 649	$ 471,706
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Due to other funds	$ 471,057	$ --	$ 471,057
Total Liabilities	471,057	--	471,057
Deferred Inflows of Resources			
Fund balances:			
Restricted	--	649	649
Total fund balances	--	649	649
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 471,057	$ 649	$ 471,706

EXHIBIT C-45

WALLER COUNTY, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR CAPITAL PROJECTS FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023

	Tax Notes Series 2020	Tax Notes Series 2022	Total Nonmajor Capital Projects Funds (See Exhibit C-2)
Revenues:			
Interest	$ 36,634	$ 48,870	$ 85,504
Total revenues	36,634	48,870	85,504
Expenditures:			
Capital outlay	726,058	--	726,058
Total expenditures	726,058	--	726,058
Net change in fund balances	(689,424)	48,870	(640,554)
Fund balances (deficits), January 1	689,424	(48,221)	641,203
Fund balances, December 31	$ --	$ 649	$ 649

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EXHIBIT C-3

WALLER COUNTY, TEXAS

COMBINING STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
DECEMBER 31, 2023

	Total Custodial Funds (See Exhibit A-7)
ASSETS	
Cash and cash equivalents	$ 19,886,503
Total Assets	19,886,503
Due to other governments	11,243,878
Due to others	3,894,826
Total Liabilities	15,138,704
NET POSITION	$ 4,747,799

WALLER COUNTY, TEXAS

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
ALL CUSTODIAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023

	Officers Custodial Fund	JP #1 Report Account	JP #2 Report Account	JP $3 Report Account
Additions:				
Tax collextions	$ 170,392,429	$ --	$ --	$ --
Fees of office	626,380	315,974	220,084	139,761
Receipts from fiduciaries	5,527,823	--	--	--
Miscellaneous	242,771	109	21	62
Total Additions	176,789,403	316,083	220,105	139,823
Deductions:				
Payments to county	26,322,503	312,960	210,476	127,335
Payments to other governments	109,540,089	--	--	--
Payments to bendficiaries	8,603,388	--	--	--
Other	30,860,626	3,123	9,629	12,488
Total Deductions	175,326,606	316,083	220,105	139,823
Change in Net Position	1,462,797	--	--	--
Net Position-Beginning of the Year	3,285,002	--	--	--
Net Position-End of the Year	$ 4,747,799	$ --	$ --	$ --

EXHIBIT C-51
(Page 1 OF 2)

JP #4 Report Account	District Clerk E File	County Clerk Recording Fee	County Clerk Credit Card	County Clerk E-Filing Account	District Clerk Credit Card Account
$ --	$ --	$ --	$ --	$ --	$ --
336,159	118,164	487,377	119,781	87,868	52,064
--	--	--	--	--	--
20	19	1,968	1,228	21	7
336,179	118,183	489,345	121,009	87,889	52,071
335,490	116,684	489,345	121,009	83,008	50,580
--	--	--	--	--	--
--	--	--	--	--	--
689	1,499	--	--	4,881	1,491
336,179	118,183	489,345	121,009	87,889	52,071
--	--	--	--	--	--
--	--	--	--	--	--
$ --	$ --	$ --	$ --	$ --	$ --

WALLER COUNTY, TEXAS

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
ALL CUSTODIAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023

	JP #4 Report Account	District Clerk E File	County Clerk Recording Fee	County Clerk Credit Card
Additions:				
Tax collextions	$ --	$ --	$ --	$ --
Fees of office	502,057	96,451	135,298	6,264
Receipts from fiduciaries	--	--	--	--
Miscellaneous	8,383	353	15	4
Total Additions	510,440	96,804	135,313	6,268
Deductions:				
Payments to county	510,440	96,804	132,819	6,234
Payments to other governments	--	--	--	--
Payments to bendficiaries	--	--	--	--
Other	--	--	2,494	34
Total Deductions	510,440	96,804	135,313	6,268
Change in Net Position	--	--	--	--
Net Position-Beginning of the Year	--	--	--	--
Net Position-End of the Year	$ --	$ --	$ --	$ --

EXHIBIT C-51
(Page 2 OF 2)

County Clerk E-Filing Account	District Clerk Credit Card Account	JP 4 E-File Account	Treasurer Credit Card	Total Custodial Funds (See Exhibit A-8)
$ --	$ --	$ --	$ --	$ 170,392,429
6,130	8,771	9,757	23,843	3,292,183
--	--	--	--	5,527,823
1	65	1	1	255,049
6,131	8,836	9,758	23,844	179,467,484
5,834	8,836	9,628	23,755	28,963,740
--	--	--	--	109,540,089
--	--	--	--	8,603,388
297	--	130	89	30,897,470
6,131	8,836	9,758	23,844	178,004,687
--	--	--	--	1,462,797
--	--	--	--	3,285,002
$ --	$ --	$ --	$ --	$ 4,747,799

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EXHIBIT C-52

WALLER COUNTY, TEXAS

COMBINING STATEMENT OF FIDUCIARY NET POSITION
PRIVATE-PURPOSE TRUST FUNDS
DECEMBER 31, 2023

	Permanent School Available	Ogg Trust	Dismuke Estate Trust	Total Private-Purpose Trust Funds (See Exhibit A-7)
ASSETS				
Cash and cash equivalents	$ --	$ 19,870	$ --	$ 19,870
Investments	755,817	--	70,247	826,064
Total Assets	755,817	19,870	70,247	845,934
NET POSITION	$ 755,817	$ 19,870	$ 70,247	$ 845,934

WALLER COUNTY, TEXAS

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
ALL PRIVATE-PURPOSE TRUST FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023

	Permanent School	Permanent School Available	Ogg Trust
Additions:			
Investment Income	$ --	$ 40,017	$ 88
Total Additions	--	40,017	88
Deductions:			
Payments to schools	--	40,478	--
Other	1	--	--
Total Deductions	1	40,478	--
Change in Net Position	(1)	(461)	88
Net Position-Beginning of the Year	1	756,278	19,782
Net Position-End of the Year	$ --	$ 755,817	$ 19,870

EXHIBIT C-53

Dismuke Estate Trust	Total Private-Purpose Trust Funds (See Exhibit A-8)
$ 3,424	$ 43,529
3,424	43,529
--	40,478
--	1
--	40,479
3,424	3,050
66,823	842,884
$ 70,247	$ 845,934

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WALLER COUNTY, TEXAS
Long Term Debt Principal and Interest Payments by Issue
Fiscal Year 2024

Bond Series (Debt Service Fund)	**February 15th Payments**		**August 15th Payments**		**Fiscal Year Totals**			Payable to:
	Principal	Interest	Principal	Interest	Principal	Interest	Total Debt Service	
Certificates of Obligation Bonds, Series 2014	555,000	6,605	0	0	555,000	6,605	561,605	Truist Government Finance
General Obligation Bonds, Series 2017	405,000	114,775	0	108,700	405,000	223,475	628,475	Amegy
General Obligation Bonds, Series 2018	1,170,000	462,628	0	433,378	1,170,000	896,006	2,066,006	Amegy
Tax Notes, Series 2020	0	15,114	695,000	15,114	695,000	30,228	725,228	JP Morgan Chase
Tax Notes, Series 2022	880,000	77,894	0	65,794	880,000	143,688	1,023,688	Regions Equipment Finance Corp
Certificates of Obligation Bonds, Series 2022	100,000	76,850	0	74,350	100,000	151,200	251,200	Amegy
Certificates of Obligation Bonds, Series 2023	280,000	617,500	0	610,500	280,000	1,228,000	1,508,000	Amegy
	3,390,000	1,371,365	695,000	1,307,836	4,085,000	2,679,201	6,764,201	

Capital Leases (R&B Fund)	**Fiscal Year Totals**		
	Principal	Interest	Total Debt Service
	0	0	0

Waller County

Semi-Annual Debt Service

Aggregate Debt Service Schedule

	Date	Principal	Interest	Total D/S	Fiscal D/S
	8/15/2024	$ 695,000.00	$ 1,307,835.63	$ 2,002,835.63	$ 2,002,835.63
	2/15/2025	3,535,000.00	1,304,117.38	4,839,117.38	
	8/15/2025	700,000.00	1,230,123.63	1,930,123.63	6,769,241.00
	2/15/2026	3,680,000.00	1,226,378.63	4,906,378.63	
	8/15/2026	710,000.00	1,149,141.13	1,859,141.13	6,765,519.75
	2/15/2027	3,840,000.00	1,145,342.63	4,985,342.63	
	8/15/2027	720,000.00	1,064,536.38	1,784,536.38	6,769,879.00
	2/15/2028	4,035,000.00	1,060,684.38	5,095,684.38	
	8/15/2028	-	975,490.63	975,490.63	6,071,175.00
	2/15/2029	4,200,000.00	975,490.63	5,175,490.63	
######	8/15/2029	-	886,553.13	886,553.13	6,062,043.75
	2/15/2030	3,335,000.00	886,553.13	4,221,553.13	
	8/15/2030	-	823,678.13	823,678.13	5,045,231.25
	2/15/2031	3,455,000.00	823,678.13	4,278,678.13	
	8/15/2031	-	758,403.13	758,403.13	5,037,081.25
	2/15/2032	3,590,000.00	758,403.13	4,348,403.13	
	8/15/2032	-	689,365.63	689,365.63	5,037,768.75
	2/15/2033	3,730,000.00	689,365.63	4,419,365.63	
	8/15/2033	-	616,421.88	616,421.88	5,035,787.50
	2/15/2034	3,885,000.00	616,421.88	4,501,421.88	
	8/15/2034	-	540,284.38	540,284.38	5,041,706.25
	2/15/2035	4,035,000.00	540,284.38	4,575,284.38	
	8/15/2035	-	459,928.13	459,928.13	5,035,212.50
	2/15/2036	4,200,000.00	459,928.13	4,659,928.13	
	8/15/2036	-	376,125.00	376,125.00	5,036,053.13
	2/15/2037	4,370,000.00	376,125.00	4,746,125.00	
	8/15/2037	-	296,250.00	296,250.00	5,042,375.00
	2/15/2038	4,530,000.00	296,250.00	4,826,250.00	
	8/15/2038	-	213,050.00	213,050.00	5,039,300.00
	2/15/2039	1,955,000.00	213,050.00	2,168,050.00	
	8/15/2039	-	173,950.00	173,950.00	2,342,000.00
	2/15/2040	2,040,000.00	173,950.00	2,213,950.00	
	8/15/2040	-	133,150.00	133,150.00	2,347,100.00
	2/15/2041	2,125,000.00	133,150.00	2,258,150.00	
	8/15/2041	-	90,506.25	90,506.25	2,348,656.25
	2/15/2042	2,210,000.00	90,506.25	2,300,506.25	
	8/15/2042	-	46,156.25	46,156.25	2,346,662.50
	2/15/2043	2,300,000.00	46,156.25	2,346,156.25	
	8/15/2043	-	-	-	2,346,156.25
		$ 67,875,000.00	$ 23,646,784.75	$ 91,521,784.75	$ 91,521,784.75

WALLER COUNTY
STATE OF TEXAS

REQUEST FOR QUALIFICATIONS
240320-31

Project Title
2024 Mobility Bond Engineering and Design Professional Services

Solicitation Closing Date
Friday, September 6, 2024 at 3:00 p.m. (CST)

1. Introduction

A. Project Overview: Waller County (County) is soliciting qualifications from firms to provide as-needed professional engineering, design and consulting services for the 2024 Mobility Bond Program. It is the County's intent to identify qualified Firms that meet or exceed all specifications contained in Appendix A—Scope of Services and Specifications.

B. Questions:

i. RFQ Clarifications: All questions related to requirements, processes, or Scope of Work/Specifications for this RFQ must be submitted in writing to RFQquery@wallercounty.us no later than 3:00 p.m. on Friday, September 6, 2024.

ii. Replies: Responses to all inquiries relating to this RFQ will be issued in writing via addendum and will be uploaded to the County's website (https://www.co.waller.tx.us/page/BidsAndProposalRequests) on Monday, September 2, 2024 by 5:00 p.m. All such addenda issued by the County prior to the submittal deadline shall be considered part of the RFQ. The County shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

iii. Acknowledgement of Addenda: Should it become necessary for the County to issue one or more addendum to the RFQ, the Respondent is required to acknowledge receipt of each addendum issued. **RFQ changes per addendum should be noted within the responses as well.**

C. Notification of Errors or Omissions: Due care and diligence have been used in preparation of this RFQ Solicitation and it is believed to be substantially correct. The responsibility for determining the full extent of the exposure and the verification of all the information presented herein shall rest solely on the Respondent. The County and its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the Respondent to determine the full extent of the exposure. Respondents must promptly notify the County of any and all omissions, ambiguity, inconsistency, or error it may discover upon examining this RFQ. The County is not responsible or liable for any errors and/or misrepresentation which result from Qualifications Submittals which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

D. Deviations: A Respondent must clearly note and explain in detail any and all limitations, exceptions, qualifications, special conditions, or other deviations from what is set forth in this RFQ at the time it is submitted.

The County may seek clarification from and/or communicate with a Respondent regarding a submitted deviation, consistent with general procurement principles of fair competition.

Other than any deviation submitted in writing and accepted by the County, the County will hold a Respondent accountable to perform in strict compliance with these Terms and Conditions and the item specifications as written.

E. Required Forms: A Respondent must include as part of its completed Qualifications Submittal the following Required Forms. All forms can be found on the County's website (https://www.co.waller.tx.us/page/BidsAndProposalRequests) under the file name "Required Forms: RFQ for Drainage-Specific Engineering Services."

i. Child Support Payment Affidavit

ii. Debarment Certification
iii. Resident/Nonresident Certification
iv. No Israel Boycott Certification
v. No Excluded Nation or Foreign Terrorist Organization Certification
vi. Historically Underutilized Business Certification
vii. Deviation and Compliance
viii. Respondent's Business Name
ix. No Energy Company Boycott Certification
x. No Discrimination Against Firearm and Ammunition Industries Certification
xi. Certification on Indebtedness to County
xii. Agreement to Provide Current Certificates of Insurance, including, but not limited to:
    1. Workers Compensation—Statutory Amount
        a. Employer's Liability--$500,000.00
    2. Commercial General Liability
        a. Personal injury and property damage:
            i. $1,000,000.00 combined single limit each occurrence
            ii. $2,000,000.00 aggregate
    3. Professional Liability (errors and omissions)
        a. $1,000,000.00 each occurrence
        b. $1,000,000.00 aggregate
    4. Business Automobile Liability for all vehicles
        a. Bodily injury and property damage--$500,000.00 combined single limit any one accident
xiii. Certificate of Interested Parties Texas Ethics Commission (Form 1295)
xiv. Conflict of Interest Questionnaire[1]
xv. Acknowledgement of Addendum (If Applicable)

2. Definitions

A. "Waller County" and "County" means Waller County, Texas.
B. "Respondent" and "Firm" may be used synonymously.
C. "Commissioners' Court" means the Waller County Commissioners' Court.
D. "Contract" means the written agreement the County enters into with the Respondent(s) eventually selected for award of a contract for the Goods and Services set forth within this RFQ in its entirety.
E. "Must," "shall," or "will" mean that compliance with the intent of the statement is mandatory.
F. "Scoring Committee" means the Waller County officials and/or employees responsible for evaluating a Submittal in accordance with the evaluation factors set forth in Appendix A.

3. General Information

A. Advertising**:** Unless otherwise required by law, a Respondent to this RFQ shall not publish and shall keep confidential their intentions and actions respecting and response to the RFQ.

B. Point of Contact: Queries concerning this procurement and its process must be submitted in writing to RFQquery@wallercounty.us. Contacting any County employee or representative directly during the solicitation process could result in disqualification. Do not rely on oral instructions or clarifications. Requests from interested Firms for additional information or interpretation of the information included in the specifications should be directed in writing to

[1] If no potential conflicts of interests are identified, please clearly state so.

RFQquery@wallercounty.us.

C. Requirements of the Texas Public Information Act—Confidential Information: The County strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFQ information. Submittals are not available for public inspection until after the contract award. If a Respondent has notified the County, in writing, that the Qualifications Submittal contains trade secrets or confidential information, the County will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the County be liable for disclosure of such information by the County in response to a request, regardless of the County's failure to take any such reasonable steps, even if the County is negligent in failing to do so.

D. Legal Relations and Responsibilities: A Respondent shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of a contract resulting from this Solicitation. The County shall have full and complete access to all records, documents and information collected and/or maintained by the Respondent in the course of the administration and performance of the Contract. This information shall be made accessible at a Respondent's local place of business for purposes of inspection, reproduction, and audit without restriction

E. Equal Employment Opportunity (EEO) Disclosures: Respondent 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 the Firm's primary place of business is located. In accordance with such laws, regulations, and executive orders, Respondent 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 the Respondent under a Contract which arises in connection with this Solicitation. Upon request, Respondent will furnish information regarding its nondiscriminatory hiring and promotion policies.

F. Statement of Inclusion/Applicability: All information contained in this RFQ and a Firm's response are an integral part of any contract which is awarded in association with this RFQ Solicitation.

G. Legal Liability Information: A Respondent shall disclose all legal liability information by listing any pending or anticipated litigation that it is involved in, including but not limited to, potential or actual legal matters with private parties and any local, state, federal, or international governmental entities. A Firm shall disclose if it is the target or subject of any investigation, accusation or charges by any federal, State or local law enforcement, licensing or certification body.

H. Information Acquired Through Work: Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information. Respondent agrees it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times. No report, maps, or other documents produced in whole or in part under an ensuing contract shall be the subject of an application for copyright by or on behalf of the Respondent.

I. Proposal Signatures: A Respondent must sign its Qualifications Submittal in strict accordance the County's instructions, including having a company representative duly authorized by the Firm to execute the Submittal. By signing, the signatory warrants that they have read and agree to the terms of the Qualifications Submittal and are authorized to execute same as a legally binding act of Respondent, including any resulting contract.

J. Governing Law: This RFQ is governed by the competitive bidding requirements of the County Purchasing Act of the Texas Local Government Code. Respondents shall comply with all applicable federal, state, and local laws and regulations. A Firm is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Waller County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the Waller County Criminal District Attorney concerning any portion of these requirements.

A Respondent further agrees that any work performed under this resulting contract will be executed in compliance with the most current professional standards and specifications which may be applicable at the time in which services are being rendered.

4. RFQ Withdrawal and Amendments

A. Withdrawal: The County, in its discretion, reserves the right to withdraw this RFQ for any reason.

B. RFQ Amendments: The County, in its discretion, reserves the right to amend this RFQ by formal written Addenda prior to the Submittal Due Date. It is a Respondent's responsibility to regularly check the County's website (https://www.co.waller.tx.us/page/BidsAndProposalRequests) for any and all Amendments made to the RFQ pursuant to an Addendum. A Respondent is responsible for incorporating any and all Amendments and Addenda into its Submittal Packet. Failure to do so will result in disqualification.

5. Statement of Qualification Submittal Requirements

A. Submittal Packet: Please remit one (1) Original Submittal, four (4) copies, and one (1) electronic response on CD or flash drive. CD or flash drive must contain only one (1) file in PDF format and must match the original and copies of the response identically. Submittal Packets must be remitted in sealed envelopes and be clearly marked on the outside of the envelope with the following information:

i. RFQ Number;
ii. Respondent's Company Name; and
iii. "2024 Mobility Bond Engineering and Design Services"

B. Due Date: Complete Submittal Packets must be remitted to Alan Younts, Waller County Auditor, Waller County Joe Kuciemba Annex, 425 FM 1488, Suite 119, Hempstead, Texas 77445 by 3:00 p.m. on Friday, September 6, 2024. Proposal Packets will be accepted by hand or mail according to the specifications contained in this RFQ. The time and date of receipt as recorded in the County Auditor's Office shall serve as the official time of receipt. The County is not responsible for late delivery of USPS or any other carrier. **Late Submittal Packets will not be accepted under any circumstances.**

C. Alteration of RFQ: Proposer shall in no way alter the County's published RFQ package. If any alteration is made, the County's RFQ as published by the County shall control. Further, if an alteration

of any kind to the County's published RFQ is discovered only after the Contract is execut Contract is subject to immediate cancellation by County without penalty of any kind to the County.

D. Alteration of Submittal: Any interlineations, alteration, or erasure made before the Solicitation Due Date must be initialed by the signer of the Submittal Packet guaranteeing authenticity. Written notice must be submitted to the County in advance of the Submittal Due Date.

E. Withdrawal of Submittal: A Respondent may withdraw its Submittal prior to the Due Date and time specified in this RFQ. A request for withdrawal must be made in writing to the County Auditor, and signed by an individual authorized to enter into contracts on Respondent's behalf and indicate the individual's title. Submittal Packets in the County's possession at the Due Date and time shall be deemed final, conclusive, and irrevocable. No Submittal Packet will be subject to withdrawal, amendment, or correction after the Submittal Due Date and time specified in the Solicitation.

F. Format of Submittal Packet: Respondents are required to submit all information requested in Appendix A, Appendix B, and the requested Required Forms. A Respondent's Submittal Packet must adhere to the below format. Submittal Packets must be remitted by mail or hand-delivery; all other formats, including fax or e-mail, will be rejected by the County. A Submittal Packet must include a complete Proposal and all Required Forms requested pursuant to this RFQ. Failure to include all requested information will result in a Submittal Packet's rejection.
   i. Single-Space Type;
   ii. Standard 8-1/2" x 11" vertically-oriented pages;
   iii. One-Sided Hard-Copies;
   iv. Numbered Pages; and
   v. Handwriting on Required Forms must be legibly written in ink.

G. Validity Period: Once the submittal deadline has passed, any Proposal submitted shall constitute an irrevocable agreement to provide the commodities and/or services set forth in the Scope of Services and Specifications on the terms set forth herein, with such Submittal being irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the County.

H. Taxpayer Identification: Selected Contractor must provide the County with a current W-9 "Request for Taxpayer Identification and Certification" after an award of a contract and before goods or services can be procured from the Respondent.

I. Requirements: A Respondent which submits a Proposal is agreeing to provide the County with the specified Goods and Services described in this Solicitation in accordance with the terms and conditions and in compliance with the specifications included herein and any Addenda issued by the County prior to the Submittal Due Date.

6. Proposal Evaluation and Contract Award

A. Process: Contract award for the Services set forth within this RFQ Solicitation will be made pursuant to Chapter 2254 of the Texas Local Government Code which governs the procurement of professional and consulting services. A Proposal submitted in accordance with this RFQ will be evaluated for award. A Proposal may be disqualified at any time during the Evaluation Process for failure to meet any terms or conditions contained anywhere in this RFQ. Failure to include all required information may result in a Submittal being disqualified.

The procurement covers a wide variety of design, engineering, and other professional services related to the mobility bond projects. The County will select pre-approval selected vendors and individual projects will be awarded to the Respondent which is deemed the most highly qualified provider of the services set forth in this solicitation and subsequent projects scopes on the basis of demonstrated competence and qualifications. Proposal evaluations will be based upon the criteria set forth below in Appendix A, Section 3.

Approved Respondents are eligible for consideration and award of specific projects for a period of two (2) years with an additional two (2) year renewal.

Respondents are prohibited from directly or indirectly communicating with County employees, appointed officials, or elected officials regarding its or another Respondent's qualifications or any other matter relating to the eventual award of a contract for the services requested under this RFQ. A Respondent is prohibited from contacting County personnel regarding its qualifications or the award of a contract unless it is in response to an inquiry from a staff member after Commissioners' Court has made a decision and selected a Firm. Any violation will result in immediate disqualification of the respondent from the selection process.

B. Completeness: If a Submittal is incomplete or otherwise fails to conform to the requirements of the RFQ, the County alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Respondent or waived by the County, such that the Submittal may be considered for award.

C. Ambiguity: Any ambiguity in the Submittal as a result of omission, error, lack of clarity or non-compliance by a Respondent with specifications, instructions and all conditions shall be construed in favor of the County. In the event of a conflict between these standard RFQ requirements and details provided in Appendix A – Scope of Services and Specifications or Appendix B – Specifications Verification, the Appendices shall prevail.

D. Controlling Document: In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

E. Additional Information: County may request any other information necessary to determine a Respondent's ability to meet the minimum standards required by this RFQ.

F. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion: Respondent certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." It further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed or goods provided under this Contract. Respondent also certifies that it will notify Waller County in writing immediately if it is not in compliance with Executive Order 12549 during the term of this Contract. Respondent agrees to refund Waller County for any payments made to the Firm while ineligible.

G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of a Respondent certifies that the signer has authority to submit the Submittal on behalf of the Firm and bind it to any resulting contract.

H. Interpretation of Solicitation Documents: The County is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Respondents are encouraged to seek clarification, before submitting a Proposal, of any portion of the RFQ Solicitation which appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

I. Withdrawal of Submittal Packet: A Respondent may withdraw a Submittal Packet prior to the Submission Deadline by notifying Alan Younts, in writing via e-mail, at a.younts@wallercounty.us. Submittal Packets may not be withdrawn once publicly opened by Commissioners' Court on Wednesday, September 18, 2024. Submittal Packets which have been withdrawn will not be considered by the County.

J. Disqualification of Respondent: The County may disqualify a Respondent and its Submittal Packet for any of the following reasons (***Nb:*** List is not exhaustive):

i. Collusion among Respondents;
ii. Respondent's default on an existing or previous contract with the County;
iii. Respondent's involvement in a current or pending lawsuit with the County;
iv. Respondent's attempt to influence the outcome of the RFQ solicitation through unauthorized contact with County officials or employees outside of those listed in this RFQ Solicitation;
v. A Respondent's inability to provide the quality and timeliness of Goods and Services set forth herein; and/or
vi. Respondent's attempt to offer gifts, gratuities, or bribes to any County employee or elected official in connection with this or any other RFQ/RFP Solicitation.

APPENDIX A: SCOPE OF SERVICES & SPECIFICATIONS

1. **Scope of Services:** The County is seeking Statements of Qualifications from qualified firms interested in providing as needed professional engineering, design, and consulting services, on various Mobility Bond projects. This RFQ will allow the County to build a list of "prequalified" professional that it may select from for projects on an as needed basis which must meet or exceed the specifications listed below.

   Due to the possibility of multiple project services being needed simultaneously, the County will pre-qualify multiple firms within the categories identified in the Categories Form. Firms will be prequalified, by category and added to the list established through this RFQ.

   Various departments may utilize the services provided with the listed firms on individual projects with combined disciplines using the task order process as needed.

   As part of its scope of services, the County commits to providing, as required, the following:

   A. A Project Manager to serve as the County's point of contact with the Selected Firm;
   B. All available information necessary to perform the requested work;
   C. Assistance with obtaining all required data and information from other local, regional, state, and federal agencies;
   D. Reviews and/or inspections of the Selected Firm's design, either in-house or using another provider; and
   E. Communication relative to resolution of issues and direction through the County's Project Manager.

2. **Specifications:** All services provided by the Selected Firm shall be under the direct supervision of the County Engineer. The Selected Firm may provide additional services not specifically listed below at the request of the County Judge, Commissioners' Court, and County Engineer.

   General: The Selected Firms may provide the following services, at a minimum, for multiple projects located within the County. More specific detail of professional services are identified in the Categories Form attached as XXX

   - Architectural Design Services;
   - Professional Engineer Services;
   - Land Surveyor;
   - Landscape Architect;
   - Real Estate Appraising;
   - Traffic Engineering;
   -

   The Selected Firms shall function as an extension of the County's resources by providing qualified technical and professional personnel to perform the duties and responsibilities set forth herein and in subsequent project specifications. The Selected Firm shall work to minimize, to the maximum extent possible, the need for the County to apply its own resources. The Selected Firms' Project Manager shall function as Project Manager for all Selected Firm Task Leaders involved in multiple and concurrent work authorizations.

The County provides no guarantee that any or all of the services described herein shall be assigned to the Selected Firm. None of the services described herein shall be assigned expect by way of an executed work authorization. The County, at its option, may elect to have any of the services set forth herein performed by other consultants under contract with the County or by the County's internal staff.

Subject Matter Management and Coordination: To support key decisions and commitments, the Selected Firm shall provide subject matter experts to provide project development support, including mentorships, maintain program and project-related data related to specific technical subject maters, and attend coordination meetings and various workshops with the County and others as required through the project life-cycle regarding each subject matter.

Across all areas, the Selected Firm shall ensure that key decisions and commitments are tracked. The Selected Firm shall also be responsible for coordinating, preparing for, attending, and documenting meetings between the County and other local agencies and partners.

Quality Assurance (QA) and Quality Control (QC): The Selected Firm shall provide peer review at all levels. For each deliverable, the Selected Firm shall have some evidence of its internal review and mark-up of that deliverable as preparation for submittal.

3. Evaluation Factors

A. Criteria: Commissioners' Court, in its sole discretion, will determine the Respondent which is most highly qualified to provide the requested Goods and Services. A Submittal Packet may be disqualified at any time during the evaluation process for failure to meet any terms or conditions contained anywhere in this RFQ. Failure to include all required information may result in disqualification. The County reserves the right to reject any and all Submittals.

A Submittal remitted in accordance with this RFQ will be evaluated by the Scoring Committee which will make a recommendation to Commissioners' Court. Submittal Packets will be evaluated by the Scoring Committee based on the following criteria:

CRITERIA	MAXIMUM POINTS
Overall Program Description, Approach, and Deliverables	30
Experience and Qualifications	30
Related Work Performance (based upon references and the County's prior experience with Firm, if applicable)	20
Capacity to Perform	15
Overall Completeness and Format of Proposal	5

The County will select the most highly qualified Respondent, subject to negotiation of fair and reasonable compensation. Should negotiations fail, the County will negotiate with the next most qualified firm until an agreement is reached.

4. Submittal Requirements

A. Transmittal Letter. Letter should not exceed two (2) pages. It must be signed by an authorized representative of the entity committing Respondent to provide the Goods and Services set forth herein. A Transmittal Letter should include information of the Primary Firm and, if applicable, each participating firm other than the Primary Firm. It should, at a minimum address the following:
   i. Brief statement of the Firm's understanding of the scope of work to be performed;
   ii. Confirmation that the Firm meet the appropriate state licensing/registration requirements to practice in Texas; and
   iii. Experience and qualifications as it relates to the proposed scope of work in terms of technical scope, tasks involved, deliverables, and other elements of the work as it relates to the evaluation criteria and all requirements set forth in this RFQ.

B. Company Profile, including, but not limited to, Company's official registered name, state of incorporation, brief company history, ownership, office location(s), and goods and/or services offered. A Firm should also clearly state any and all partnerships with other companies it intends to enter into in order to deliver the requested goods and services;

C. References. Respondent (i.e., Primary Firm and, if applicable, all other participating firm(s)) must provide a minimum of five (5) references for contracts of similar scope which have been successfully completed within the past five (5) years. References must include Contact's name, e-mail address, and telephone number. Respondent should also briefly list goods and services provided to each client. References should demonstrate Firm's experience in providing goods and services of similar nature for other government agencies;

D. Confirmation that the Firm has not engaged in any unethical practices nor has a record of substandard work within the last five (5) years; and

E. Additional information to demonstrate Respondent's ability to provide the requested Goods and Services successfully.

5. KEY DATES*

A. ***Nb:*** All dates subject to change based on the needs of Waller County.

Solicitation Release Date	Friday, August 9 , 2024
Deadline for Submittal of Written Questions	Friday, May 3, 2024 at 3:00 p.m.
County Responds to Submitted Written Questions via Addendum (if applicable)	Tuesday, May 7, 2024 by 5:00 p.m.
Sealed Submittal Packets Due	Tuesday, May 14, 2024 at 3:00 p.m.
Sealed Submittals Opened by County	Wednesday, May 16, 2024
Anticipated Scoring Committee Review Date	Monday, May 20, 2024
Announcement/Selection of Most Highly Qualified Firm	Wednesday, May 29, 2024

6. SCOPE OF WORK

When the County has identified a need for professional services, it will utilize the prequalified firm list, which is subdivided by categories. County staff will determine what specific category or categories will best fit their project needs.

6.1 **Assignment of Work**

Selection Processes

The County anticipates a wide range of services that may be used under this solicitation. Some job assignments may be relatively small. Others might be more detailed or lengthy such as the design of a large transportation construction project.

The selection method of firm assignment of work will be determined by County staff and/or project manager, by project based on which firm is the most highly qualified for the specific project.

A. **Small Projects**
For small jobs the County may directly select a prequalified firm for services to be performed.

B. Task Order Process
For more complex projects, the County may utilize the task order process to solicit prequalified firms listed in identified needed specific category or categories to receive their project specific detailed statement of qualifications.

The County will determine which applicable prequalified category or categories will be utilized on the task order for the project. The County's task order may include, but not be limited to, the following information for the firm's consideration:

- A brief description on the background and purpose for the task order;
- Submittal deadline for task order;
- County's expectations and duties to be performed by the firm, which may include the firm to include specific information in their task order response;
- Estimated timeline;
- Additional evaluation criteria for selection.

The County will review and evaluate all firm responses received on the task order and rank the proposals. At the County's discretion, firms may be interviewed and/or presentations requested. When the evaluator(s) has determined the top ranked firm, the County project manager will request the payment schedule from the top ranked firm. F negotiations fail, the County reserves the right to negotiate with the next highest ranked firm or cancel the task order in its entirety.

APPENDIX B:
SPECIFICATIONS VERIFICATION

By submitting this Proposal Packet, the undersigned hereby certifies that said Submittal has been independently arrived at and that terms or conditions appearing or applicable hereto have not and will not be disclosed by or on behalf of the Respondent to another Firm.

The undersigned by his/her signature represents that he/she is authorized to bind the Respondent to fully comply with the Terms and Conditions of the RFQ, and that Respondent is ready, willing, and able to perform if awarded a contract for the Goods and Services set forth herein.

By signing below, you certify that you have read the entire document and agreed to the terms herein. You further certify that all of the information contained in Respondent's Submittal Packet is truthful to the best of your knowledge and belief, and that the Submittal Packet is made without prior understanding, agreement, connection, discussion, or collusion with an officer, employee, or agent of Waller County, Texas. **You must sign below in ink; failure to sign and return WILL disqualify a Respondent. A Submittal Packet must be typewritten or written in ink.**

Company Name: _____

Address: _____

Contact Name: _____

City, State, Zip: _____

Contact Title: _____

Phone Number: _____

Signature: _____

Fax Number: _____

APPENDIX B:
SPECIFICATIONS VERIFICATION (Cont.)

I. <u>A RESPONDENT MUST SUBMIT ALL OF THE FOLLOWING INFORMATION IN ORDER FOR A SUBMITTAL PACKET TO BE CONSIDERED COMPLETE AND ELIGIBLE FOR EVALUATION BY THE SCORING COMMITTEE.</u>

1. Proposed Goods and Services

A. <u>Description</u>: Respondent should clearly and succinctly describe the Goods and Services it will provide the County in accordance with the required Scope of Work and Specifications as identified in Appendix A.

2. Term of Contract

A. Any contract which results from this RFQ shall be effective for one (1) two-year term from the date of a Notice to Proceed letter provided to the selected Respondent by the County. The County and Selected Firm may, at their mutual agreement, exercise an additional one (1) year renewal option at the expiration of the initial term.

B. The County reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Respondents based upon the Submittals received pursuant to this RFQ. The County also reserves the right to reject any and all responses to this RFQ and re-solicit, as deemed to be in the best interest of the County.

C. <u>Termination for Cause</u>: The occurrence of any one or more of the following events will justify termination of the contract by the County for cause:

i. The Selected Firm fails to perform in accordance with the provisions of these specifications; or
ii. The Selected Firm violates any of the provisions of these specifications; or
iii. The Selected Firm disregards laws or regulations of the County; or
iv. The Selected Firm transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the County.

If one or more of the events identified in Subparagraphs C(i) through C(iv) occurs, the County may terminate the contract by giving the Selected Firm ten (10) days written notice. In such case, the Selected Firm shall only be entitled to receive payment for goods and services provided before the effective date of termination. The Selected Firm shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

When the contract has been terminated by the County, such termination shall not affect any rights or remedies of the County then existing or which may thereafter accrue.

D. Termination for Convenience: This contract may be cancelled or terminated at any time by giving the Selected Firm 90 days written notice. Selected Firm may be entitled to payment for services actually performed, to the extent said services are satisfactory.

3. Respondent's Experience & Key Personnel

A. Project Team: A Respondent shall identify all members of its team, including management, who will be providing any Services proposed herein. Respondent should include information which details said members' experience. A Primary Firm and any other Participating Firm(s) must respond accordingly.

B. Business Establishment: Respondent shall provide the number of years it has been established and operating and number of employees it currently employs. If Respondent's company has changed names or if the principal(s) operating it operate similar business(es) under different names, or have operated any other business(es) or changed the legal status or form of the business(es) within the last five (5) years, all names of predecessor business, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided. A Primary Firm and any other Participating Firm(s) must respond accordingly.

C. Project-Related Experience: Submittal Packet must include detailed information which demonstrates Respondent's experience and expertise in providing the requested Goods and Services, and clearly set forth Respondent's ability to successfully plan and deliver the requested Goods and Services. A Primary Firm and any other Participating Firm(s) must respond accordingly.

D. Control of Work: Respondent shall provide the requested Goods and Services in conformity with the Scope of Work and Specifications outlined in Appendix A. Respondent must obtain the County's approval, in writing, prior to deviating from the Scope of Work and Specifications. Failure to promptly notify the County of any errors or concerns with the Scope of Work or Specifications will constitute a waiver of all claims for misunderstanding or ambiguities which result from the errors, omissions, or discrepancies discovered.

4. References

A. A Primary Firm and any Participating Firm(s) must provide five (5) references demonstrating successful completion of projects similar to what is requested pursuant to the Scope of Work and Specifications. A Reference must include:

i. Client/Company Name;
ii. Contact Name;
iii. Contact Title;
iv. Contact Phone Number;
v. Contact E-mail Address; and
vi. Date and Scope of Work/Goods Provided

5. **Confidential Information**
   A. Respondent must clearly identify information in its Submittal Packet which it considers proprietary or confidential. Respondent must describe such confidential information and the basis for its assertion that such material qualifies for legal protection from disclosure. The County will treat such information as confidential only to the extent allowable under the Texas Public Information Act or similar applicable disclosure law. Under no circumstance shall a Respondent's entire Submittal Packet or its technical responses be labeled proprietary or confidential.

6. **Federal, State, or Local Identification Information**
   A. Centralized Master Bidders List Registration Number
   B. Prime Contract HUB/MWBE Registration Number
   C. An Individual acting as a sole proprietor must enter his/her Social Security Number

II. CONTRACT TERMS AND CONDITIONS—EXCEPT WHERE RESPONDENT MAKES SPECIFIC EXCEPTION IN ITS SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH RESPONDENT HEREBY ACKNOWLEDGES, AND TO WHICH IT AGREES TO BY SUBMITTING A COMPLETE SUBMITTAL PACKET

1. **Standard Terms and Conditions**
   a. Application: These standard terms and conditions shall apply to all County solicitations and procurements, unless specifically accepted in the solicitation specifications.
   b. Legal Compliance: Proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation
   c. Interpretation: 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.
   d. Independent Contractor: Respondent agrees that it and its employees and agents have no employer-employee relationship with County. Respondent agrees that if it is selected and awarded a contract, County shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will County furnish any medical or retirement benefits or any paid vacation or sick leave.

e. Conformity to Item Specifications and Contract Award: Respondent warrants that the goods or services it provides under the Contract conform to the item specifications and other requirements of this RFQ, and are free from all defects in material, workmanship, and title. If Respondent deviates from an item specification (unless agreed to by County), including delivering a product other than the specific brand and model of the product awarded, the County may reject the product when delivered and terminate the purchase order at no cost or penalty to the County. Respondent further warrants that all products and services provided under the Contract meet all applicable legal standards and requirements, including OSHA standards and regulations, and that any electrical items bear the appropriate listing from US, FMRC, NEMA, or UL laboratories.

f. General Obligations and Reliance**:** A Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Firm shall keep the County informed of the progress and quality of the goods and services. The Respondent agrees and acknowledges that the County is relying on its represented expertise, licensures, and ability to provide the goods and/or services described herein. The Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the it be released from any liability for itself, its employees, subcontractors, agents, or consultants by reason of such approval by the County. It is understood that the County at all times is ultimately relying upon the Firm's skill and knowledge in performing the services and providing any goods required hereunder

g. Limits on Subcontractors**:** A Respondent may **not** use subcontractors for this project.

h. County's Right to Stop Work: If the Respondent fails to correct work which is not in accordance with the requirements of the Contract, the County may order the Respondent to stop work, or any portion thereof, until the cause for such order is eliminated.

i. County's Right to Continue Work: If Respondent defaults or neglects to carry out the work in accordance with the Contract, and fails within a thirty (30)-day period after receipt of notice from the County to provide an acceptable plan to correct such default, the County may correct such deficiencies and may deduct the reasonable cost thereof from the payment due the Respondent.

j. Contract Termination: An ensuing contract shall remain in effect until expiration, completion, and acceptance of goods and/or services or default. The County reserves the right to terminate the contract immediately if the successful Respondent fails to (1) meet delivery or completion schedules; or (2) otherwise perform in accordance with the accepted proposal.

   Breach of contract or default authorizes the County to award to another Respondent or purchase elsewhere and charge the full increase cost to the defaulting Contractor. Waller County reserves the right to terminate the Contract if Contractor becomes insolvent or commits acts of bankruptcy.

Either party may terminate this contract by providing ninety (90) days written notice to the other party. The Respondent must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to the Waller County Auditor, Waller County Joe Kuciemba Annex, 425 FM 1488, Suite 119, Hempstead, Texas 77445.

k. Remedies for Default and Termination of Contract: Except as otherwise provided for in the RFQ Solicitation or contract Terms and Conditions, either the County or Respondent may terminate the Contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under the Contract through no fault of the terminating party; provided, however, that the defaulting party is given at least ten (10) business days prior written notice of the default and intent to terminate. Written notice shall be delivered by certified mail, return receipt requested, or other method that similarly documents receipt. To the extent that the default is capable of being cured, the defaulting party may be given a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party.

At the County's option, and in addition to any other remedies it may have available, the County may terminate the Contract if Respondent fails to adhere to or violates any of the provisions of these Terms and Conditions, including certifications. Without limiting the scope of the foregoing, one or more of the following constitutes grounds for termination:

- Delivery of product(s) or service(s) that fail to meet the item specifications;
- Delivery of product(s) or service(s) that are defective or substandard or fail to pass product inspection;
- Delivery of a product substitution, except as specifically authorized;
- Failure to meet required delivery schedules;
- Failure to timely supply the awarded products or services at the contract price;
- Failure to provide, within a reasonable time and where required by the Contract or this RFQ, information reasonably requested by the County;
- Respondents refusal, inability or loss of ability, to offer or provide awarded goods or services to the County unless caused by a Force Majeure event.

Notwithstanding any other provision of this section, in the event of Respondent's default under or breach of any provision of this Contract, the County 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 County or necessary or appropriate to protect or provide best value to the County.

In the event that the County terminates the Contract, the County reserves the right to award the terminated Contract to the next most highly qualified Respondent.

The County may sue for breach of contract and specific performance and, in addition to contract damages, recover attorney's fees and costs. Respondent shall be liable for any

and all damages permitted by law, and any deviation submitted by Respondent in its Proposal seeking to limit its liability to the County shall be deemed rejected.

The County will not be liable to Respondent for any damages, including but not limited to, loss of profits, loss of business, or any special, consequential, exemplary, or incidental damages resulting from termination based on Respondent's default or breach of contract.

If any delay or failure of performance is caused by a Force Majeure event described in these Terms and Conditions, the County may, in its sole discretion, terminate the Contract, 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 County to not consider any future proposals from the defaulting Respondent.

l. Remedies Cumulative**:** The remedies available to the County under this RFQ or Contract are in addition to any other remedies that may be available under law or in equity.
m. Change of Ownership: If ownership of the Primary Firm and/or any Participating Firm(s) should change during the term of a resulting Contract, the County must be notified as soon as possible in writing within (10) days and a new declaration of relationship shall be submitted immediately to the County Engineer. Failure by the Respondent to provide written notification of change of ownership may result in cancellation of a resulting contract.
n. Assignment: A successful Respondent shall not sell, assign, transfer, or convey a contract, in whole or part, without prior written consent of Commissioners' Court.
o. Change or Modification: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting Contract. All changes to the Contract must be approved by Commissioners' Court and will be made in writing to the County Engineer.
p. Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Waller County's interpretation shall govern.
q. Governing Law and Venue: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Waller County, Texas. Unless otherwise provided for by statute, any litigation arising from this Contract shall lie in Waller County, Texas.
r. Governmental Immunity: The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas or under the laws of the United States.
s. Conflict of Interest: Consistent with the Waller County Purchasing Policy and Texas Local Government Code, Chapter 171, Commissioners' Court shall not approve the expenditure of any funds in favor of a business entity in which a county official or employee either directly or indirectly owns a substantial interest unless prior to any vote or decision on any matter involving the business entity, the Commissioners are made aware of the interest of the official or employee and provide further that the official or employee take no part in the negotiating, making, accepting, or approving

any payment, agreement, or contract affecting the business entity and performs no duty for Waller County in connection with the business entity.

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFQ. Any personal or business relationship between the Respondent, its principal(s), affiliate, employee, or subcontractor with an employee or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials shall be cause for Contract termination. A Conflict of Interest form should be filed with the Waller County Clerk prior to the submission of a Proposal. A copy of the file-stamped Conflict of Interest form must accompany the submission of a proposal.

No County elected official, appointed official, employee, or representative shall have interest in any contract resulting from a RFQ Solicitation.

Respondent affirms that it has not given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a County official or employee, or representative of the same in connection with this procurement.

A Respondent is prohibited from submitting a bid or proposal for goods or services on a Waller County project of which the Respondent was a designer or previous contributor, or was an affiliate, subsidiary, joint venture, or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such Respondent submits a prohibited bid or proposal, that bid or proposal shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by the County.

t. Required Licenses: Respondent certifies that all members of the proposed Project Team hold all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

u. Permits and Approvals: All work done under this contract shall comply with all local and state codes having jurisdiction and with the requirements of the companies whose services may be used. Where code requirements are less than those shown in the contract documents, the contract documents shall control. The selected Respondent shall obtain any and all permits, inspections, and approvals as required by all authorities having jurisdiction. All fees and costs for these items shall be paid for by the Respondent.

v. Background Checks: The County may require background checks on a Respondent's employees, and may require Respondent to pay the cost of obtaining criminal history information.

w. Drug and Alcohol Policy: All Respondents shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, to its employees and all subcontractors. At all times any agent, officer, representative, or

employee of the Respondent shall be present upon property owned by the County, the terms and conditions of the Drug and Alcohol Policy currently adopted by the County shall be deemed applicable to such persons. Violations of terms/conditions while present on the premises owned by the County shall be grounds for termination of any contract between the County and Respondent. A copy of this policy is available upon request. The successful Respondent expressly grants Waller County the right to review drug-testing records of any personnel involved in this proposed project. The County may require, at Respondent's expense, drug testing for Respondent's personnel if no drug testing records exist or if such test results are older than six (6) months.

x. E-mail Address Consent: Respondent affirmatively consents to the disclosure of its email addresses that are provided to Waller County or any of its Departments. This consent is intended to comply with the requirements of the Texas Public Information Act, Texas Government Code §522.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Respondent, its employees, officers, and agents acting on Respondent's behalf and shall apply to any email addresses provided in any form for any reason whether related to this RFQ, Contract, or otherwise.

y. Force Majeure: To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties' control and not attributable to its malfeasance, neglect, or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

z. Liens: Respondent shall indemnify and save harmless the County against any and all liens and encumbrances for all labor, goods, and services which may be provided to the County by Respondent or its vendor(s), and if the County requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County.

aa. Outstanding Liabilities: Respondent shall not have outstanding, unpaid liabilities owed to the County. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Proposals will be considered non-responsive and not given further consideration if submitted by a Respondent with such outstanding liabilities.

bb. Offset: Any indebtedness or obligation owed by a Respondent or its affiliates to the County may be appropriated and applied by the County at any time, and from time to time, on any indebtedness or other obligation owed by the County to Respondent or its 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 County either at law or in equity, and that failure to exercise such right of setoff in any instance shall not constitute a waiver of such right.

cc. Gratuities/Bribes: Respondent certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Contractor, or its agent or representative, to any County officer, employee or elected representative, with respect to this RFQ or any contract with the County, and that if any such bribe is found to have been made this shall be grounds for voiding the contract.

dd. Financial Participation: Respondent certifies that it has not received compensation from the County to participate in preparing the specifications or RFQ on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

ee. Right to Assurance: Whenever the County, in good faith, has reason to question Respondent's intent to perform, the County may demand that the Firm 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 County may treat the failure as an anticipatory repudiation of the Contract.

ff. Severability: If any section, subsection, paragraph, sentence, clause, phrase, or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications, and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion has been omitted.

gg. Notices: Unless otherwise provided by this RFQ, any written notice or other communication required by the Contract or by law will be conclusively deemed to have been given and received on the third business day after such written notice has been deposited in the U.S. Mail, properly addressed, and with sufficient postage affixed thereto, provided that actual notice may also be given in any other manner used in commerce.

hh. Waiver: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of the Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision.

ii. Exceptions: The Respondent shall state any exceptions desired to these Terms and Conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.

2. **Financial Responsibility Provisions**

a. Funding: Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other

obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval.

b. Taxes: Waller County is by statute exempt from the State Sales Tax and Federal Excise Tax. If such taxes are listed on a successful Respondent's future invoice(s), it will not be paid.

c. Insurance Coverage Requirements: Any Respondent that conducts business with Waller County, whether it is for goods and/or services, shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Respondent and the County against all hazards or risks of loss associated with the successful Respondent's performance of the Contract. The form and limits of such insurance, together with the insurer, shall be acceptable to the County, with the County listed as an "Additional Insured." It shall be the responsibility of the Respondent to maintain adequate insurance coverage at all times. Failure of the Respondent to maintain adequate coverage shall not relieve the Respondent of any contractual responsibility or obligation; however, such failure shall be grounds for the County to terminate the Contract in its discretion.

d. Waiver of Subrogation**:** Respondent and its insurance carrier waive any and all rights whatsoever with regard to subrogation against Waller County as an indirect party to any suit arising out of personal or property damages resulting from Firm or its employees' performance under this Contract.

3. **Indemnification and Hold Harmless Agreement**

a. Respondent agrees to defend, indemnify, and hold harmless the County, its officials, officers, agents, employees, and representatives 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 (1) injury or death to any person or damage to any property related to the acts of Respondent or its agents, subcontractors, employees, or representatives in the execution of or performance under the Contract; and (2) Respondent's negligence, misconduct, breach of contract, or other failure to comply with its obligations in the execution or performance under the Contract. The Respondent's duty to defend, indemnify, and hold the County harmless shall be absolute. It shall not abate or end on the expiration or termination of the Contract unless otherwise agreed to by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters concerning the performance of the Respondent arising under or related to the Contract, no matter when they arise.

The Respondent shall indemnify the County in the event the County is found to have been negligent for having selected the Respondent to perform the work described in this RFQ. The Respondent's provision of insurance shall not limit the liability of the Respondent under the Contract.

Successful Respondent shall defend, indemnify, and save harmless Waller County and all its officers, agents, and employees from all suits, actions, or other claims of any

character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Respondent, or of any agent, employee, subcontractor, or supplier in the execution of, or performance under any contract which may result from proposal award. Successful Respondent shall pay any judgment with cost which may be obtained against Waller County growing out of such injury or damages.

CATEGORIES FOR PROFESSIONAL AND CONSULTING SERVICES

The County is requesting the following categories of "Professional Services" as defined by Texas Government Code, Chapter 2254. Respondents should mark all applicable areas of interest and expertise.

- Roadway Schematic Planning and Design
- Bridge Planning, Design and Inspections
- Dam and Levee Design, Inspection, Regulatory Compliance and Permitting
- Structural Engineering Analysis and Design
- Architectural Planning and Design
- Electrical Engineering and Lighting Study, Analysis and Design
- Utility Engineering, Analysis and Design
    - o Water
    - o Wastewater
- Subsurface Utility Engineering (SUE), Utility Coordination
- Plan & Development Reviews
    - o Engineering Development Plan Reviews
    - o Building Permit Plan Reviews
    - o Development Process Reviews
    - o Permit Application Reviews
- Traffic Engineering
    - o Traffic Engineering Studies and Impact Analyses
    - o Traffic Signal Design and Timing
    - o Signing, Marking and Traffic Control Plans
    - o Intersection Analysis and Design
    - o Intelligent Transportation Systems Planning and Design
    - o Parking Planning, Analysis and Design
- Transportation Planning o Local and Regional Thoroughfare Planning
    - o Corridor Alignment and Development Studies
    - o Bicycle and Pedestrian Planning and Design
    - o Streetscape Planning and Design
- Roadway Impact Fee and Proportionality Studies
- Transit Consulting Services
- Railroad Crossing and Quiet Zone Planning, Design, Regulatory Compliance and Permitting
- Construction Management & Inspection
    - o Project Management
    - o On-site Representation
    - o Construction Inspection
- Public Works (Roadway and Stormwater) Construction Inspection
- Environmental Clearance, Compliance, Remediation, Permitting and Planning
- Archaeology and Cultural Resources Clearance, Compliance and Permitting
- Building Commissioning
- Facility and Property Assessment
- Registered Accessibility Specialist Plan Review and Inspection Services
- Geotechnical Engineering and Investigation
- Material Testing Services

_ Public Involvement Services (Public Engagement and Facilitation)
_ Landscape Architecture Planning and Design
_ Stormwater Engineering o Stormwater Drainage Area Assessments and Studies o Stormwater Infrastructure Planning and Design
o Low-impact Development and Water Quality Controls Planning and Design
o Stormwater Utility Fee Support o Floodplain Modeling and Remapping
o FEMA Letters of Map Change
o Flood Mitigation and Warning Systems
o NFIP Community Rating System Management
_ Land Surveying and Plat Preparation
_ Comprehensive Planning
o Master Planning Services for Redevelopment of Publicly Owned Property
o Community Needs Assessments
o Land Use Planning
_ Cost Estimating Services, Constructability Review and Value Engineering Analysis
_ Municipal Solid Waste Study, Analysis and Design
_ Real Estate Appraiser
_ Other Professional Service: _____

REQUIRED FORMS

All Required Forms referenced herein can be found on the County's Website (https://www.co.waller.tx.us/page/BidsAndProposalRequests) under the file name "Required Forms: Drainage-Specific Engineering Services."

It is a Respondent's responsibility to complete all necessary Required Forms and follow any instructions contained therein.

The County reserves the right to disqualify a Respondent who does not complete all Required Forms or submits Required Forms which have been completed incorrectly.

SCORING FOR RESOLICITED REQUEST FOR PROPOSALS SHERIFF'S OFFICE FLEET VEHICLE (RFP# 240626-30)

SCORE TALLY

DEALERSHIP	AVERAGE SCORE OF COMMITTEE[1]
SAMES Automotive Group, LLC	93

RECOMMENDATION OF AWARD

The Scoring Committee is recommending that the Court accept and approve the proposal which was provided by SAMES Automotive Group, LLC.

Total purchase price is $50,500 and delivery is anticipated in 30 days after notice of award.

[1] The Scoring Committee consisted of Chief Flynt and Brooke Bacuetes. Proposals were independently reviewed between Tuesday, July 30, 2024 and Friday, August 2, 2024.



204626-30 SHERIFF'S OFFICE FLEET VEHICLES

Original

Sames

Texas' Oldest Dealership

Government Fleet Sales

DAVID LOWRY
GOVT. FLEET SALES NAMANGER
956-482-7507
DLOWRY@SAMES.NET



Sames Automotive Group, LLC has been operational for over 114 years. We are the oldest Ford dealership in Texas and have 17 storefronts representing 11 different brands throughout the State. We specialize in Government and Commercial fleet applications and have a strong reputation of delivering specified vehicles in a timely manner. Some of our most recent clients include the Texas Division of Emergency Management, the City of Childress and Killeen ISD. We possess the strong and stable financial support needed to effectively carry out the maintenance and service agreements needed for Government and Commercial entities, as evidenced by our long tenure in the automobile industry. We pride ourselves in being honest and transparent, so the expectations are set right at the very beginning.



Project Pricing Overview

REFERENCES:

Leander ISD | Mary Dandridge | Mary.Dandridge@leanderisd.org | (512) 570-0706
Project: (3) F250 Trucks | June 2024

Killeen ISD | Theressa Commancho | THERESA.CAMACHO@KILLEENISD.ORG | (254) 336-0107
Project: (10) Cargo Vans | June 2024

TDEM | Eric Shuey | eric.shuey@tdem.texas.gov | (512) 623-0559
Project: Suburbans | RAM 2500 Trucks | May/June 2024

PROJECT TOTAL:

Qty	Description	Total
1	2024 CHEVROLET SILVERADO 4WD CREW CAB	$50,500.00
	Total:	**$50,500.00**

Sames
Texas' Oldest Dealership
Government Fleet Sales

APPENDIX B:
SPECIFICATIONS VERIFICATION

By submitting this Proposal Packet, the undersigned hereby certifies that said Proposal has been independently arrived at and that terms or conditions appearing or applicable hereto have not and will not be disclosed by or on behalf of the Respondent to another Dealer.

The undersigned by his/her signature represents that he/she is authorized to bind the Respondent to fully comply with the Terms and Conditions of the RFP, and that Respondent is ready, willing, and able to perform if awarded a contract for the Goods and Services set forth herein.

By signing below, you certify that you have read the entire document and agreed to the terms herein. You further certify that all of the information contained in Respondent's Submittal Packet is truthful to the best of your knowledge and belief, and that the Submittal Packet is made without prior understanding, agreement, connection, discussion, or collusion with an officer, employee, or agent of Waller County, Texas. **You must sign below in ink; failure to sign and return WILL disqualify a Respondent. A Submittal Packet must be typewritten or written in ink.**

Company Name: Sames Laredo Chevrolet

Contact Name: David Lowry

Contact Title: Govt. Fleet Sales Mgr

Signature: [signature]

Address: 3701 E. Saunders St.

City, State, Zip: Laredo, Tx 78041

Phone Number: 956-487-7507

Fax Number: _____

Appendix C
Requested Vehicles Bid Form

A Respondent must remit the below Bid Form in addition to a window sticker or similar document detailing Required Features and other vehicle specifications.

Pricing shall be valid through October 22, 2024. Current Discount rate and % off MSRP displayed below shall be the only negotiable amounts to change at the time of sale. Dealer shall be responsible for adjusting amount in the benefit of the County.

Dealer is **required** to disclose any and all charges or fees the County would incur associated with the Requested Vehicles. The County will not be responsible for any charges/fees unless expressly disclosed on this Bid Form.

Proposed Vehicle (i.e., Year, Make, Model, and Trim)	2024 Chevrolet Silverado 2500 4WD Crew
MSRP	$50,500.00
$ Discount **or** % off MSRP (at time of bid)	ϕ
Taxes	ϕ
Fees	ϕ
Final Price	$50,500.00
Estimated Lead Time	30 days

Please list additional accessories or features beyond what is included as a requirement set forth in Appendix A—Scope of Work and Specifications, Section 2-Specifications:

Required Forms
Sheriff's Office Fleet Vehicles
Resolicited RFP# 240626-30

CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

NAME	SOCIAL SECURITY NUMBER
Harry E. Sames, III	462-78-5676
Evelyn A. Sames	458-55-2496

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provision of Parts A and D of Title IV of the federal Social Security Act (42 USC Section 601417 and 651-669).

Signature – Company Official

David Lowry Sames Laredo Chevrolet
Printed/Type Firm Name

David Lowry
Printed/Typed Name and Title

07/12/2024
Date

Required Forms
Sheriff's Office Fleet Vehicles
Resolicited RFP# 240626-30

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Sames Laredo Chevrolet
Company Name

7/12/2024
Date

Signature of Authorized Company Official

David Lowry
Printed Name

RESIDENT/NONRESIDENT CERTIFICATION

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

Please mark 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):

Sames Laredo Chevrolet
Company Name

PO Box 879
Address

Laredo
City

TX
State

78042
Zip Code

A. Does your resident state require a proposer whose principal place of business in is 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_____%

Required Forms
Sheriff's Office Fleet Vehicles
Resolicited RFP# 240626-30

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Sames Laredo Chevrolet
Company Name

Signature of Authorized Company Official

David Lowry
Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.123. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

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

Sames Laredo Chevrolet
Company Name

Signature of Authorized Company Official

7/12/2024
Date

David Lowry
Printed Name

Required Forms
Sheriff's Office Fleet Vehicles
Resolicited RFP# 240626-30

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as Historically Underutilized Business (HUB) is encouraged to indicate its HUB certification status when responding to this RFP.

Please mark 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 Veteran Affairs or Department of Defense.)

Certification Number:

Name of Certifying Agency:

☑ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Sames Laredo Chevrolet
Company Name

7/12/2024
Date

Signature of Authorized Company Official

David Lowry
Printed Name

Required Forms
Sheriff's Office Fleet Vehicles
Resolicited RFP# 240626-30

DEVIATION AND COMPLIANCE

If your company intends to deviate from the Terms and Conditions, Specifications, or any other requirements contained in the RFP, you must identify on this form where the deviations are specified in your Proposal. Complete and detailed information regarding deviations must be clearly identified in your Proposal. The County 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 the identification on this form of deviations in your Proposal, your company must fully comply with the Terms and Conditions, Specifications, and all other requirements associated with this RFP if awarded a Contract under this RFP. A deviation will not be effective unless it is accepted by the County. The County 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 County reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please mark one of the following:

☑ Proposal contains NO deviations.

☐ Proposal CONTAINS deviations.

Specifically identify the location of any proposed deviations in your Proposal:

_____

_____

Sames Laredo Chevrolet
Company Name

7/12/2024
Date

Signature of Authorized Company Official

David Lowry
Printed Name

Required Forms
Sheriff's Office Fleet Vehicles
Resolicited RFP# 240626-30

PROPOSER'S BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the County. As such, a Proposer must be an individual or a legal business entity capable of entering into a binding contract. Proposers must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Company: Sames Laredo Chevrolet

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☑ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify_____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 87-2949885

List any other names the Company uses, or is known by (dba, aka, etc.): _____

Sames Laredo Chevrolet — Company Name

7/12/2024 — Date

Signature of Authorized Company Official

David Lowry — Printed Name

Required Forms
Sheriff's Office Fleet Vehicles
Resolicited RFP# 240626-30

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, 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 energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" 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) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Sames Laredo Chevrolet
Company Name

7/12/2024
Date

Signature of Authorized Company Official

David Lowry
Printed Name

Required Forms
Sheriff's Office Fleet Vehicles
Resolicited RFP# 240626-30

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) 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; (2) 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 (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) 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 (2) 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:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) 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.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Sames Laredo Chevrolet
Company Name

7/12/2024
Date

Signature of Authorized Company Official

David Lowry
Printed Name

Required Forms
Sheriff's Office Fleet Vehicles
Resolicited RFP# 240626-30

CERTIFICATION ON INDEBTEDNESS TO COUNTY

Pursuant to Local Government Code 262.0276, and the Order Adopting Contracting Rules for Persons Indebted to County adopted on September 10, 2014, Waller County will not enter into any contract(s) with any person, business, or any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Waller County that is indebted to the County.

Please provide the following information:

Taxpayer Identification Number (TIN): 87-2949885

Waller County Property Accounts:

Real Estate _____ Personal Property _____

Vendor hereby certifies that they do not owe a debt to Waller County, Texas.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Sames Laredo Chevrolet
Company Name

7/12/2024
Date

Signature of Authorized Company Official

David Lowry
Printed Name

AGREEMENT TO PROVIDE CERTIFICATE OF INSURANCE

I certify that certificates of insurance showing proof of coverages that meet the requirements outlined in this RFP shall be provided to Waller County within ten (10) calendar days of any Notice of Award.

Sames Laredo Chevrolet
Company Name

7/12/2024
Date

Signature of Authorized Company Official

David Lowry
Printed Name

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1186837

Date Filed:
07/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Sames Laredo Chevrolet
Laredo, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
240626-30
Sheriff's Office Fleet Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is David Lowry, and my date of birth is 08/14/75.

My address is 1571 FM 1861, Bon Wheeler, TX, 75754, US.
(street) (city) (state) (zip code) (country)

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

Executed in Van Zandt County, State of Texas, on the 12 day of July (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Sames Laredo Chevrolet

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

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

_____

Name of Officer

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

N/A

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7 _____

Signature of vendor doing business with the governmental entity

7/12/2024

Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Sames Motor Co.
David Lowry | 956-482-7507 | dlowry@sames.net

Waller County

Prepared For: RFP 240626-30

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck



Sames Motor Co.
David Lowry | 956-482-7507 | dlowry@sames.net

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (⚠ Incomplete)

Selected Model and Options

MODEL

CODE	MODEL
CK20943	2024 Chevrolet Silverado 2500HD 4WD Crew Cab 172" Work Truck

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION
FE9	Emissions, Federal requirements

ENGINE

CODE	DESCRIPTION
L8T	Engine, 6.6L V8

TRANSMISSION

CODE	DESCRIPTION
MKM	Transmission, Allison 10-Speed automatic

GVWR

CODE	DESCRIPTION
JGF	GVWR, 10,650 lbs. (4831 kg)

AXLE

CODE	DESCRIPTION
GT4	Rear axle, 3.73 ratio

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION
1WT	Work Truck Preferred Equipment Group

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Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (⚠ Incomplete)

WHEELS

CODE	DESCRIPTION
PYN	Wheels, 17" (43.2 cm) painted steel, Silver

TIRES

CODE	DESCRIPTION
QHQ	Tires, LT245/75R17E all-season, blackwall

SPARE TIRE

CODE	DESCRIPTION
ZHQ	Tire, spare LT245/75R17E all-season, blackwall

PAINT

CODE	DESCRIPTION
GAZ	Summit White

SEAT TYPE

CODE	DESCRIPTION
AZ3	Seats, front 40/20/40 split-bench

SEAT TRIM

CODE	DESCRIPTION
H2G	Jet Black, Vinyl seat trim

RADIO

CODE	DESCRIPTION
IOR	Audio system, Chevrolet Infotainment 3 system

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
ZLQ	WT Fleet Convenience Package

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ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
JL1	Trailer brake controller, integrated

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
DBG	Mirrors, outside power-adjustable vertical trailering
QT5	Tailgate, gate function manual with EZ Lift
VK3	License plate kit, front

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
K34	Cruise control, electronic
N33	Steering column, Tilt-Wheel, manual

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION
R9L	Deleted 3 Years of Remote Access
UD7	Rear Park Assist
	Options Total

Standard Equipment

Package

	Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)
	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
	Durabed, pickup bed (STD)
	GVWR, 10,650 lbs. (4831 kg) (STD) (Included and only available with CK20903 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)

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Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (⚠ Incomplete)

Mechanical	
	Push Button Start
	Air filter, heavy-duty
	Air filtration monitoring
	Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
	Auto-locking rear differential
	Four wheel drive
	Cooling, external engine oil cooler
	Cooling, auxiliary external transmission oil cooler
	Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
	Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
	Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
	Recovery hooks, front, frame-mounted, Black
	Suspension Package
	Steering, Recirculating Ball with smart flow power steering system
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
	Exhaust, single, side
Exterior	
	Wheels, 17" (43.2 cm) painted steel, Silver (STD)
	Tires, LT245/75R17E all-season, blackwall (STD)
	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)
	Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
	Bumpers, front, Black
	Bumpers, rear, Black
	CornerStep, rear bumper
	BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

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Exterior	
	Moldings, beltline, Black
	Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
	Headlamps, halogen reflector with halogen Daytime Running Lamps
	IntelliBeam, automatic high beam on/off
	Taillamps with incandescent tail, stop and reverse lights
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
	Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)
	Mirror caps, Black
	Glass, solar absorbing, tinted
	Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
	Tailgate and bed rail protection cap, top
	Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
	Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
	Door handles, Black grained
Entertainment	
	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Wireless phone projection for Apple CarPlay and Android Auto
	Bluetooth for phone connectivity to vehicle infotainment system
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Vinyl seat trim
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

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Interior	
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering wheel, urethane
	Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Exterior Temperature Display located in radio display
	Compass located in instrument cluster
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Window, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down (Not available with Regular Cab models.)
	Door locks, power
	Remote Keyless Entry with 2 transmitters
	USB Ports, 2, Charge/Data ports located on instrument panel
	Power outlet, front auxiliary, 12-volt
	Air conditioning, single-zone
	Air vents, rear, heating/cooling (Not available on Regular Cab models.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Safety-Mechanical	
	Automatic Emergency Braking
	Front Pedestrian Braking
	StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps with automatic exterior lamp control

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Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models.)

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Processing-Other

Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

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WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Xerox® AltaLink® Color Multifunction Printer

The Ideal Digital Workplace Assistant for Demanding Teams



ConnectKey® Technology

xerox™

Xerox® AltaLink® C8130/C8135/C8145/C8155/C8170 Color Multifunction Printer

Want work done right? AltaLink will help you do a lot more than just print. You can automate document workflows and connect to the systems that run your business – seamlessly. Protected by comprehensive security features, they are true Workplace Assistants that will free up time for you to do more of what really matters.

A PRODUCTIVE WORK EXPERIENCE FOR ALL

Feel right at home instantly with AltaLink.

The intuitive and personalized tablet-like interface balances simplicity and efficiency, and reduces steps to complete tasks with a single tap.

Native mobility features, like Wi-Fi Direct (optional), make it easy for workers to print from their mobile devices and access the advanced AltaLink capabilities such as Xerox® @PrintByXerox App, Google Cloud Print™, Xerox® Print Service Plug-in for Android™ or AirPrint®.

AltaLink devices bridge the physical and digital worlds with apps and advanced scanning capabilities that allow you to digitize, route and process information in a snap. Automate tedious tasks to save time and reduce errors.

Translate documents to 50+ languages with the Xerox® Translate and Print App. Convert hard copy to audio for easy listening on the go with the Xerox® Audio Documents App. And get your handwritten note off the page and into the digital world with the Xerox® Note Converter App.

RIGHT FIT FOR EVERY NEED

Big jobs, small jobs and everything in between — AltaLink can be customized to do it all. Your choice of finishing options and accessories means you can configure your device for any type of document.

The speed of business has never moved so fast, but the AltaLink makes it easy to keep up.

Stay in the fast lane with access to the Xerox® App Gallery. It's your gateway to an ever-growing collection of apps designed to simplify time-consuming, repetitive or complex processes as your business evolves.

Simplify IT support as your fleet grows. Fleet Orchestrator allows you to adjust configurations and settings on all your devices at once. Perform interactive training and support your users right from your desktop with the Remote Control Panel.

COMPREHENSIVE SECURITY

Stop threats where they start with the comprehensive protection that's trusted by the most security-minded businesses and governments.

Built-in security, including the AltaLink Trusted Boot that protects the integrity of the device start-up process from malicious actions, McAfee® whitelisting and integrations with McAfee ePO and Cisco ISE that neutralize threats instantly at the device and protect the network. Configuration Watchdog monitors and automatically remediates critical IT-defined security settings.

Native Security Information and Event Management (SIEM) simplifies reporting and management of security events. And integration with Xerox® Printer Security Audit Service, available as part of Xerox® Intelligent Workplace Services, helps maximize printer fleet, document and content security.

COLOR WHERE IT COUNTS

High-resolution output of 1200 x 2400 dpi and best-in-class HD Super Fine EA Toner plus superior color rendering and consistency will give your documents clarity and impact. You can also upgrade your AltaLink C8100 Series with the Xerox® EX-c C8100 Print Server Powered by Fiery®, delivering more options for professional-looking documents.

XEROX® CONNECTKEY® TECHNOLOGY

Intuitive User Experience
Enjoy a tablet-like experience with gesture-based touchscreen controls and easy personalization, plus simple workflows and functions.

Mobile and Cloud Ready
Be more mobile with cloud-hosted services and instant connectivity to cloud and mobile devices right from the user interface.

Comprehensive Security
Prevent unauthorized access, detect threats and protect data and documents with built-in comprehensive security features.

Enables Intelligent Workplace Services
Seamless integration with Xerox Intelligent Workplace Services delivers next-level workplace efficiency, employee productivity and security.

Gateway to New Possibilities
Transform the way you work with the apps in the Xerox App Gallery. Or have one of our partners develop a custom solution for you.

Find out more about how you'll work smarter at www.ConnectKey.com.



Xerox® AltaLink® C8130/C8135/C8145/C8155/C8170 Color Multifunction Printer

Single-Pass Duplex Automatic Document Feeder (DADF) saves time by simultaneously scanning both sides of two-sided documents up to 270 impressions per minute (ipm).



USER INTERFACE



Intuitive Tablet-Like 10.1-Inch Color Touchscreen is customizable and lets you perform tasks in just a few taps. Try it out at xerox.com/AltaLink8100UI.

INNOVATIVE TECHNOLOGIES



Xerox® Integrated RFID Card Reader (optional) adds card-based authentication with support for over 90 access cards.



Near Field Communication (NFC) Tap-to-Pair allows users to tap their mobile device to the AltaLink C8100 Series user panel and quickly connect with the MFP.



Smart Proximity Sensor detects when users are nearby. It conserves energy during inactive periods and automatically activates the device when a user approaches.

PAPER INPUT[1]

Two 520-sheet Adjustable Trays (common with all configurations). Tray 1 handles media sizes up to 11.7 x 17 in. / A3 and Tray 2 handles media sizes up to 12 x 18 in. / SRA3.



Envelope Kit (optional — replaces Tray 1) provides feeding of up to 60 envelopes.



High Capacity Tandem Tray Configuration holds a total paper capacity of up to 3,140 sheets.

Four Tray Module Configuration (available for C8130/C8135) holds a total of up to 2,180 sheets.

Bypass Tray handles up to 100 sheets; Custom sizes: 3.5 x 3.9 to 12.6 x 52 in. / 89 x 98 mm to 320 x 1,320 mm.



High-Capacity Feeder (optional) holds 3,000 sheets of letter/A4 paper, increasing the maximum paper capacity to 6,140 sheets.



LONG SHEET PRINTING

Long Sheet Feed Kit (optional) provides the ability to print up to 12.6 x 52 in. / 320 x 1,320 mm media.



PAPER OUTPUT / FINISHERS[1]



Office Finisher (optional) provides advanced finishing functions, optional crease/score and saddle-stitch booklet, making it capable of 60-page booklets (2 to 15 sheets).



Business Ready (BR) Finisher (optional) gives you advanced finishing functions at a great value.



C-Fold/Z-Fold Unit (optional) adds C-fold, Z-fold and Z-half-fold to the BR Finisher or BR Booklet Maker Finisher.



BR Booklet Maker Finisher (optional) create 64-page saddle-stitched booklets (2 to 16 sheets).



Dual Offset Catch Tray (available when no finishers are installed; Single Offset Catch Tray with finishers).



Integrated Office Finisher (optional with C8130/C8135/C8145/C8155) provides 500-sheet stacking and 50-sheet, 2-position stapling.



Convenience Stapler (optional) staples up to 50 sheets of 20 lb. / 75 gsm media.

[1] Paper capacities are based on 20 lb. / 75 gsm stock; capacities will vary with different weight stocks

Xerox® AltaLink® C8130/C8135/C8145/C8155/C8170 Color Multifunction Printer

DEVICE SPECIFICATIONS		ALTALINK® C8130	ALTALINK® C8135	ALTALINK® C8145	ALTALINK® C8155	ALTALINK® C8170
Speed (Color/Black-and-White)		Up to 30/30 ppm	Up to 35/35 ppm	Up to 45/45 ppm	Up to 55/55 ppm	Up to 70/70 ppm
Monthly Duty Cycle[1]		Up to 90,000 pages	Up to 110,000 pages	Up to 200,000 pages	Up to 300,000 pages	Up to 300,000 pages
Hard Drive/Processor/Memory		Minimum 128 GB SSD; **Optional:** 500GB HDD / INTEL ATOM Quad Core, 1.9GHz/4 GB system memory (8 GB system memory AltaLink C8170)				
Connectivity		10/100/1000Base-T Ethernet, High-Speed USB 2.0 direct print, WiFi/WiFi Direct with optional Xerox® Dual Band Wireless Kit, NFC, Bluetooth (iBeacon)				
Optional Controller		Xerox® EX-c C8100 Print Server Powered by Fiery®				
Copy and Print		**Copy Resolution:** Up to 600 x 600 dpi; **Print Resolution:** Up to 1200 x 2400 dpi				
First-Copy-Out Time (as fast as) (from platen/warmed-up state)		6.10 seconds color/4.50 seconds black-and-white		5.50 seconds color/4.40 seconds black-and-white	4.70 seconds color/3.70 seconds black-and-white	4.00 seconds color/3.20 seconds black-and-white
First-Print-Out Time (as fast as)		5.70 seconds color/4.20 seconds black-and-white		4.90 seconds color/3.80 seconds black-and-white	4.50 seconds color/3.20 seconds black-and-white	3.80 seconds color/3.00 seconds black-and-white
Page Description Languages		Adobe® PostScript® 3™, Adobe® PDF, PCL® 5c / PCL® 6				
Paper Input[2]	Standard	**Single-Pass Duplex Automatic Document Feeder (DADF):** Up to 82 ppm simplex / 141 ipm duplex (200 dpi). 130-sheet capacity for AltaLink C8130/C8135/C8145/C8155. Paper sizes: 3.4 x 4.9 in. to 11.7 x 17 in. / 85 x 125 mm to 297 x 432 mm. Up to 135 ppm simplex / 270 ipm duplex (200 dpi). 250-sheet capacity for AltaLink C8170. Paper sizes: 3.4 x 4.9 in. to 11.7 x 17 in. / 85 x 125 mm to 297 x 432 mm. **Bypass Tray:** 100 sheets; Custom sizes: 3.5 x 3.9 to 12.6 x 52 in. / 89 x 98 mm to 320 x 1,320 mm (SEF) **Tray 1:** 520 sheets; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in. / 140 x 182 mm to 297 x 432 mm (SEF) **Tray 2:** 520 sheets; Custom sizes: 5.5 x 7.2 in. to 12 x 18 in. / 140 x 182 mm to SRA3 (SEF)				
	Choose One	**Four Tray Module:** (Trays 3 and 4 — available with AltaLink C8130/C8135): 1,040 sheets; 520 sheets each; Custom sizes: 5.5 x 7.2 to 12 x 18 in. / 140 x 182 mm to SRA3 (SEF). Total standard paper capacity: 2,180 sheets. **High Capacity Tandem Tray Module:** 2,000 sheets; Sizes: 8.5 x 11 in. / A4. Total standard paper capacity: 3,140 sheets.				
	Optional	**High-Capacity Feeder (HCF):** Up to 3,000 sheets; Size 8.5 x 11 in. / A4 long edge feed. Max paper capacity with HCF: 6,140 sheets. **Envelope Tray (replaces Tray 1):** Up to 60 envelopes with Auto Size detection of some sizes **Long Sheet Feed Kit (banner printing):** 12.6 x 52 in. / 320 x 1,320 mm				
Paper Output/ Finishing[2]	Standard	**Dual Offset Catch Tray** (standard when finishers are not attached): 250 sheets each; Face-up Tray: 100 sheets				
	Optional	**Integrated Office Finisher:** Available with AltaLink C8130/C8135/C8145/C8155, staple positions: front and rear straight. 500 sheets stacker, 50 sheets stapling, 2-position stapling. **Office Finisher:** 2,000-sheet stacker, 50 sheets stapled, 2-position stapling, optional hole punch, optional booklet maker (score, saddle stitch 2 to 15 sheets (60 pages)) **BR Finisher:** 3,000-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and 2/3-hole punching **BR Booklet Maker Finisher:** 1,500-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and 2/3-hole punching plus saddle-stitch booklet making (2 to 16 sheets, 64 pages) and V-folding **C-Fold/Z-Fold Unit:** Adds Z-folding, Letter Z-folding and Letter C-folding to the BR Finisher and BR Booklet Maker Finisher **Convenience Stapler:** 50-sheet stapling, includes Work Surface[5]				
INTUITIVE USER EXPERIENCE						
Customize		Customize user interface, show/hide functions, personalize user experience with authentication, create 1-Touch Apps, auto wakeup with Smart Proximity Sensor.				
Print Drivers		Job Identification, Bi-directional Status, Job Monitoring, Xerox® Global Print Driver®, Application Defaults, Xerox® Pull Print Driver				
Xerox® Embedded Web Server		PC or Mobile — Status Information, Settings, Device Management, Cloning, Fleet Orchestrator, Configuration Watchdog, Remote Control Panel				
Print Features		Print from USB, Print from Cloud Repositories (Dropbox, One Drive and Google Drive), Sample Set, Saved Job, Booklet Creation, Store and Recall Driver Settings, Scaling, Job Monitoring, Application Control, Two-sided Printing, Draft Mode, Long Sheet (Banner) Printing				
Scan and Fax		Scan Preview, Scan to USB/Email/Network (FTP/SFTP/SMB), Scan To Cloud Repositories (Dropbox, One Drive and Google Drive)[3], Scan File Formats: PDF, PDF/A, XPS, JPG, TIFF; Convenience Features: Scan to Home, Searchable PDF, Single/Multi-page PDF/XPS/TIFF, Password-protected PDF; Fax Features: Walk-up Fax (one-line or two-line options available, includes LAN Fax, Direct Fax, Fax Forward to Email), Fax dialing, Unified Address Book, Optical Character Recognition (OCR), Server Fax, TWAIN driver (scan)				
MOBILE AND CLOUD READY						
Mobile Connectivity		Near-Field Communication (NFC); **Optional:** Wi-Fi Direct, Wi-Fi (802.11 b/g/n/ac), AirPrint (iOS) including iBeacon (Bluetooth)				
Mobile Printing		AirPrint, Mopria®, Xerox® Print Service (Android), Google Cloud Print, @PrintByXerox; **Optional:** Xerox® Workplace Mobile App (iOS/Android)				
Mobile Scanning		AirPrint; **Optional:** Xerox® Workplace Mobile App (iOS/Android)				
Cloud Ready		Remote services enabled, native "Print From" and "Scan To"[3] cloud repositories (Dropbox, One Drive and Google Drive), direct connection to cloud hosted services via optional apps (accessed via Xerox® App Gallery app or visit xerox.com/AppGallery).				
COMPREHENSIVE SECURITY						
Network Security		802.1x, IPsec, HTTPS, SFTP and Encrypted Email, McAfee® ePolicy Orchestrator®, McAfee Enterprise Security Manager[3], LogRhythm SIEM[3], Splunk SIEM[3], Network Authentication, SNMPv3, SHA-256 Hash Message Authentication, TLS 1.1/1.2, Security Certificates utilizing ECDSA, Automatic Self-signed Certificate, Cisco® Identity Services Engine (ISE) integration, automated threat response through McAfee DXL/Cisco pxGrid integration, Local Authentication (Internal Database), FIPS 140-2				
Device Access		User Access and Internal Firewall, Port/IP/Domain Filtering, Audit Log, Access Controls, User Permissions, Configuration Watchdog, TPM; **Optional:** Smart Card Enablement Kit (CAC/PIV/.NET/SIPRNet)[4], Xerox® Integrated RFID Card Reader, NFC standard (authentication via optional Xerox® Workplace Cloud/Suite Print Management and Content Security; learn more at xerox.com/WorkplaceSolutions).				
Data Protection		McAfee Embedded Control Whitelisting, Firmware Verification, Trusted Boot, Job Level Encryption via HTTPS and Drivers, Encrypted Storage Drive (AES 256-bit, FIPS 140-2), Encrypted and Signed Email; **Optional:** Xerox® Workplace Cloud/Suite Content Security, Encrypted Hard Disk (AES 256-bit, FIPS 140-2) with Image Overwrite, McAfee Integrity Control				
Document Security		Under evaluation Common Critera Ceritfication (ISO 15408) full system against the HCP PP, Encrypted Secure Print, FIPS 140-2 Encrypted Data with Print Drivers				
ENABLES INTELLIGENT WORKPLACE SERVICES						
Print Management		Xerox® Standard Accounting; **Optional:** Xerox® Workplace Suite/Cloud, Xerox® Virtual Print Management Service, more at xerox.com/PrintManagement				
Fleet / Device Management		Xerox® CentreWare® Web, Xerox® Support Assistant, Automated Meter Read, Xerox® Cloud Fleet Management Solution, Fleet Orchestrator, Configuration Cloning, Intelligent Workplace Services Tool Suite				
Security		Secure Device Management: Xerox® Printer Security Audit Service (auto-configuration of security settings, monitoring, and auto-remediation), Digital Certificate Management, SIEM Reporting, Interactive Dashboard Reports				
GATEWAY TO NEW POSSIBILITIES						
Xerox App Gallery		Automate everyday processes with apps that translate, redact, eSign, personalize print, convert, route, collaborate and communicate. Visit xerox.com/WorkplaceApps to find apps by industry or workflow. Software and services: Xerox® DocuShare® (xerox.com/ecm), XMPie® (xerox.com/XMPie), Xerox® Workplace Solutions (xerox.com/WorkplaceSolutions).				

[1] Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis.
[2] Paper capacities are based on 20 lb. / 75 gsm stock; capacities will vary with different weight stocks
[3] Available post-launch via software update
[4] Not available in all geographies
[5] Sold separately in some geographies

Certifications: xerox.com/OfficeCertifications

More information is available at **xerox.com/AltaLink.**

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The information in this brochure is subject to change without notice. 06/20 PN03885 BR29460 AC8BR-05UA CH994

Lease Agreement

Customer: STATE OF TEXAS

BillTo: TEXAS AGRICULTURAL
WALLER COUNTY
TREASURER
425 FM 1488 RD
HEMPSTEAD, TX 77445

Install: TEXAS AGRICULTURAL
WALLER COUNTY
846 6TH ST
HEMPSTEAD, TX 77445-5402

State or Local Government Negotiated Contract : 072816900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8145H2 (XEROX C8145H2)	- Br Finisher-2/3 Hp - 1 Line Fax - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox C8045 S/N 8TB571338 Trade-In as of Payment 76	8/19/2024

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. C8145H2	$190.13	1: Black and White Impressions	1 - 15,000 15,001+	Included $0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0506	
Total	$190.13	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: ~~Carbett Trey J. Duhon III~~ Phone: (979)826-7700
Carbett "Trey" J. Duhon, III - County Judge

Signature: _____ Date: August 7, 2024

Thank You for your business!
This Agreement is proudly presented by Xerox and

Kaylie Kyle
(979)260-3377

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

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Lease Agreement

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; C8145H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

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WALLER COUNTY COMMISSION CHAMBERS AUDIO UPGRADE-LAPEL OPTION

7/11/2024

PREPARED FOR:

WALLER COUNTY

DANIEL MOSE

VISIONALITY

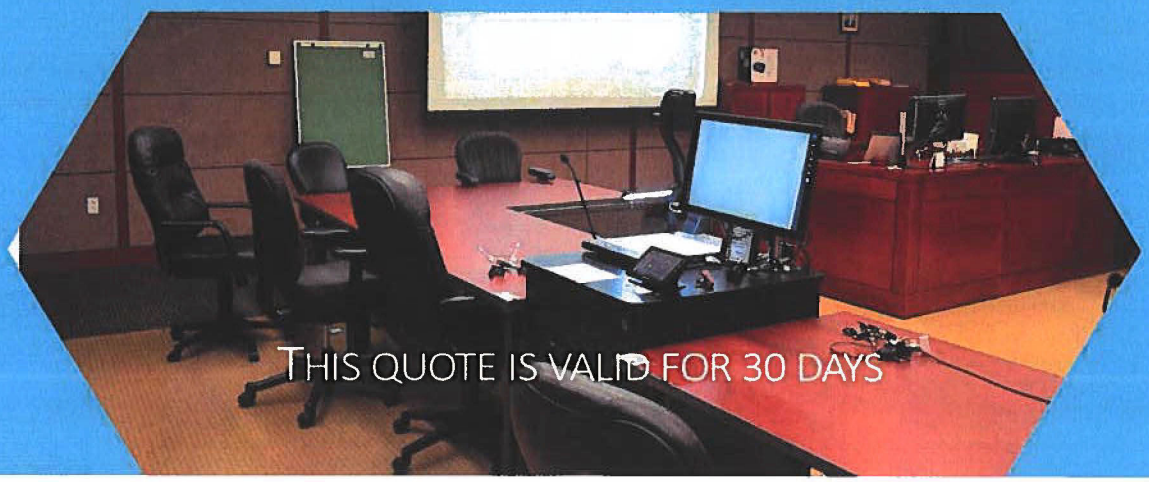
DESIGNS THAT COMPUTE
1778 N. PLANO RD #211B
RICHARDSON, TX 75081

RICHARD BARNETT

SALES MANAGER

RICHARD@VISIONALITY.COM

(214) 276-0124



THANK YOU FOR ALLOWING VISIONALITY TO SUBMIT THIS PROPOSAL

Visionality has over a quarter century of experience as a provider and integrator of audiovisual systems for business, education, government and healthcare. We take the time to consult with each customer to ensure that we are designing and implementing a custom solution to meet their needs. We also provide support and training to ensure that the systems are working properly, and the staff understands how to get the most out of them.

We carry all the major manufacturers including Cisco, Polycom, LifeSize, Crestron, Extron, AMX, Vidyo and many more. As a full system integrator we can create a custom collaborate environment designed to meet the needs and budget of our customers, such as displays, projectors, screens, furniture, etc.

We take our customers' needs seriously. We have tried to capture your needs in this proposal and turn those needs into a working system. If you have any questions or suggesting which would make our proposal more closely meet your needs, we are happy to work with you you.



Howard Barnett, President Visionality

STATEMENT OF CONFIDENTIALITY

This proposal is the work product of Visionality - Designs That Compute (DTC), and as a result remains the property of Visionality-DTC. This proposal has been given to **Waller County** for the express interest of offering products and services to **Waller County**. The particulars of this proposal must remain confidential between the personnel of **Waller County** and Visionality-DTC. This proposal may not be offered to others without the express written consent of Visionality-DTC.

CORPORATE MISSION

Visionality partners with its customers. Our goal is to enable a communication between the customer and DTC to enhance the relationship and produce a result which meets or exceeds the needs of our customers.

Visionality was founded in 1985 and has been at the forefront of technological development. We are an Audio Visual integrator with an emphasis on video communications. Visionality has aligned with the leading manufacturers in the industry, enabling us to provide our customers the latest advancements in the industry at competitive prices. Visionality primarily focuses on its customer's needs. We work closely with our customers to examine the particular need of each customer and then design the best possible solution for their application.

OUR VALUE PROPOSITON:

VISONALITY OFFERS A UNIQUE SET OF SKILLS

LONGEVITY

Visionality was incorporated in 1985. We are seasoned providers and integrators of audiovisual technology with hundreds of customers.

DIVERSITY OF PRODUCTS

We offer numerous products that can provide unique value to our customers. We have a great understanding of the needs of Waller County. This allows us to contribute in a meaningful way to the overall design in this proposal.

CONVERGENCE OF A/V AND IT

Visionality knows that the converged AV/IT world is here to stay. We understand network philosophies, infrastructure, and enterprise-based IT. We know how to intelligently discuss IT AV requirements, concerns, and deployment with your IT staff.

INTEGRATION CAPABILITIES

We are an Infocomm certified provider, which means our personnel have passed industry standard certification tests in audio visual systems. Our personnel also hold certifications offered by our manufacturers' for implementation with their equipment.

HISTORICALLY UNDERUTILIZED BUSINESS

We are a women-owned business in the state of Texas.

CUSTOMER SERVICE

We excel at customer service and have programs in place to service our customers at all levels. We have many customers, some in the fortune 500 which use our tech support resources to assure that they have support for their existing equipment. Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

OUR PROCESS

FROM DESIGN TO IMPLEMENTATION, TRAINING, & SERVICE



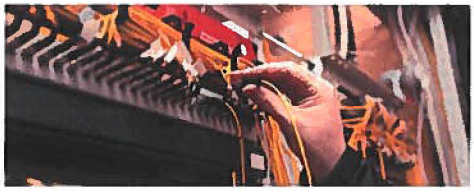
CONSULTATION

Visionality believes that each customer is unique, and therefore each design should be unique. For this reason, Visionality conducts a thorough consultation with each customer to ensure that we understand their individual needs as well as the layout and properties of the location in which the audiovisual technology will be used.



DESIGN

Armed with the knowledge of the customer's needs and the environment in which it will be used, Visionality will create a tailored design that will allow for the optimal use of the technology. Our experienced designers hold manufacturer certifications and are Certified Technology Specialists, a prestigious industry designation.



IMPLEMENTATION AND PROGRAMMING

Once the design has received customer approval, our well-trained implementation team will make the design a reality. They will ensure that all of the equipment is installed according to the design specifications. Our programers will make sure that the software works properly and to the customer's satisfaction.



TRAINING

Training is a very important component to the success of a project, and Visionality will ensure that the customer has the proper training needed to get the most out of their new equipment and software. We will answer any questions, and provide documentation and training guides when necessary.



SERVICE

Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

Statement of Work

This proposal from Visionality responds with solutions for upgrading the audio inputs for Waller County's commissioner's court.

Executive Summary:

Project upgrades the audio processing and audio inputs for the room, reusing the Shure MXA910 ceiling microphone for certain use-cases, and installing 11 Shure wireless rechargeable system-integrated microphones; 6 wireless lapel mics, 4 goosenecks and 1 handheld. Client-based video teleconferencing ensured by delivering the room's audio to an OFE computer within the room to operate a client-based VTC software such as Zoom, MS Teams, WebEx, GotoMeeting, BlueJeans, and other clients (note, video signal handled by Granicus system). The entire system operates via a 10" tabletop-mounted control panel, placed at a meeting administrator's location.

Customer Request:

Details elicited from discussion between Visionality sales staff and customer shows the following needs:

1. Existing Commissioner's Courtroom:
    a. Center Needs:
        i. Update wireless microphone setup to have 6 lapel mics, 3-4 gooseneck and 1 handheld mic.
        ii. Extend client-based VTC audio to/from an OFE PC.
        iii. Provide in-room control via a touchpanel.
            1. Ability to run room in commission mode and courtroom mode.
    b. Audio System:
        i. Inputs:
            1. 6 x Wireless rechargeable lapel microphones.
            2. 4 x Wireless rechargeable gooseneck microphones.
            3. 1 x Wireless rechargeable handheld microphone.
            4. 1 x OFE Shure MXA910 microphone.
        ii. Outputs:
            1. Reuse existing audio outputs within room.
            2. Delivery client-based VTC audio to an OFE PC within room.
    c. Control:
        i. Control provided from a central control processor.
        ii. Provide control interface through one (1) 10" touch panel with a tabletop dock at an approved location.
    d. Rack:
        i. Reuse equipment storage solution in the front corner of the room.

Description of the project:

The project consists of following solutions for the upgrade:

Project Overview: Project upgrades the audio processing and audio inputs for the room, reusing the Shure MXA910 ceiling microphone for certain use-cases, and installing 11 Shure wireless rechargeable system-integrated microphones; 6 lapel microphones, 4 goosenecks and 1 handheld. Client-based video teleconferencing ensured by delivering the room's audio to an OFE computer within the room to operate a client-based VTC software such as Zoom, MS Teams, WebEx, GotoMeeting, BlueJeans, and other clients (note, video signal handled by Granicus system). The entire system operates via a 10" tabletop-mounted control panel, placed at a meeting administrator's location.

Audio System: The audio inputs for the courtroom are the OFE client-based VTC system/PC, 6 wireless lapel microphones, 4 wireless 15" gooseneck microphones, and 1 handheld wireless kit. The wireless microphones come complete with a charging bay system that charges the microphones as an in-tact unit (no battery removal

or exchange of alkaline batteries) and delivers a use-life of up to 15 hours per microphone off of a 3-hour cl cycle. The 6 wireless lapel microphones will mic the chambers dais, when in-use, and the 4 gooseneck microphones are for in-courtroom seated locations, as well as the podium. The wireless handheld microphone is for ad-hoc uses such as a stand-up /mobile presenter, etc. Wireless gooseneck and handheld microphones feature a built-in mute/unmute button allowing the local user to mute or unmute their microphone and a built-in green/red LED reflects the mute-status of the microphone. Also, this mute-status is controllable from the main control touchpanel, with mute-status being directly reflected at both the microphone and the touchpanel so that the Judge/Clerk has full control over the room's inputs. Mics are also set-and-forget; after initial setup during commissioning, the microphones are automatically activated and synchronized with the entire system upon removal from their charging bays. Key microphones, such as Judge, commissioner chairs, etc, will be pre-labeled as such for ease-of-administration, and other mics will be sequentially labeled. A central multi-channel digital signal processor handles all audio inputs and outputs, with a commissioned audio input management system that eliminates feedback, noise, and artifacts from the audio output, as well as delivers optimal sound within the courtroom. The OFE Shure MXA910 ceiling-microphone is also reset as an input into the audio system for delivery to the PC's audio inputs. The audio outputs within the courtroom are reused. The digital signal processor also manages conferencing audio, so that the client-based VTC calls do not suffer from echo, acoustic error, and delivers a seamless A/V experience to both the local and remote parties. Audio is automatically routed within the system, requiring little or no input or changes from the end-user, however the control system's touchpanel does provide level and mute controls that are system-integrated for needed adjustments for personnel or inputs that are quieter/louder than average/typical. Room will pinked and tuned to industry specifications for optimal audio within the courtroom.

Video Teleconference System: The video conferencing capabilities of the system utilize a technology termed A/V bridging, which provides the audio to an OFE PC or laptop over a USB connection. This signal delivery appears as a highly advanced webcam to the laptop/PC's client-based VTC client, and seamlessly integrates the audio feed, the presentation feed, and a camera's feed to a video teleconferencing client or meeting system, such as Zoom, Teams, Cisco WebEx, GotoMeeting, and many other internet-based/laptop/PC based video conferencing systems. The A/V bridging also seamlessly brings the far-end audio and video into the system, allowing for clean, echo-free, audio on both sides of the call, and for the incoming video to be seen on any output within the system. A/V bridging system is vendor-agnostic, meaning the room's system is not permanently tied to Cisco, Zoom, or MS Teams hardware or clients, future-proofing the design to be able to use any modern client-based VTC setup installed on a laptop or PC. Room's audio pickup sources are automatically routed to the VTC system, without user intervention. All video input for the client-based VTC is handled by the Granicus system, and is not in-scope for this engagement.

Control System: Centralized control of entire system achieved via a QSC QSys Core that manages the audio and control features of the room. Control achieved via a 10" touchpanel interface that may be mounted at the customer's choice of system operator locations. This touchpanel provides the following features via a simple, intuitive, easy-to-use interface in two modes:

1. Commission Meeting Mode:
    a. Provides an intuitive end-user interface for commission meetings.
2. Courtroom Mode:
    a. Provides an intuitive end-user interface for court proceedings.

Room Rack and Carts: Core A/V equipment stored in a centrally located existing rack.

Training: Visionality will provide several training opportunities on the final day of commissioning to overview the room's features to selected key personnel. A mock commission meeting setup will be provided for the

advanced user's training to ensure these users are comfortable operating the system in a near-live environ
A system manual will also be provided for reference after training.

Service: Visionality provides a 90-day full warranty on all systems, parts, materials, and labor. Beyond this, Visionality has priced our Silver Level Service for the first year, which is also renewable for as many subsequent years as the customer wishes, without an increase in service price. Silver level service provides 8 x 5 telephone support for any issues, questions, or other needs concerning the audio visual system, and also includes managing warranty and RMA assistance, over the phone, for hardware component issues that occur over the life of the service contract. Additional levels of service are available, if desired, and can be updated on the quote upon request.

Approach:

Definitions: OFE refers to Owner Furnished Equipment (a device provided by the customer), VTC refers to Video Teleconferencing.

Installation: Turnkey installation provided for project, with a professional project manager guiding pre-installation tasks, installation tasks, commissioning tasks, and handover to the service team. All cabling and system mounts included in pricing, with directly requested hardware, software, and licenses also delivered during installation. Visionality will place a lead technician onsite during the project, who along with Visionality's project manager, will manage communication, project progress, and issues. Project expected to take 5 days of installation plus an overlapping 4 days for commissioning and training (approximately two work weeks to complete entire job).

Standards: Except where noted otherwise, system is designed as close to possible for per Avixa's "Image System Contrast Ratio" and "Display Image Size for 2D Content in Audiovisual Systems" standards for video, "Energy management for A/V Systems", "Rack Design for A/V Systems", "Energy Management for A/V Systems", and other applicable industry and vendor standards. Implementation will follow Avixa's "A/V System Performance Verification" with audio implemented to the latest "Measurement and Classification of Audio Coverage Uniformity in Listener Areas" and "Measurement and Classification of Spectral Balance" standards.

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total
	This Quote is produced for the The Interlocal Purchasing System				
	This Quote is produced for the Texas DIR Contract DIR-CPO-5092 (Visionality)				
	A/V Equipment for Room				**$27,914.50**
1.00	Video Conference Equipment		$2,085.00	$1,355.25	$1,355.25
	Video Conference System				
	1 x OFE PC for Client-Based Video Teleconferencing				
	I/O USB Bridge	*(1) AV Bridge for Client-Based Video Teleconferencing from OFE PC*			
	Video Conference Cameras				
	1 x OFE Camera Feed from Existing System				
1.00	Audio System		$31,380.00	$23,186.00	$23,186.00
	Multichannel Digital Signal Processor				
	CORE 8 FLEX	*(1) QSC Core Multichannel Digital Signal Processor*			
	SLDAN-16-P	*(1) QSC Core Dante Expansion Pack*			
	Audio Inputs				
	(1) OFE Shure MXA910 Ceiling-Mounted Microphone				
	MXWAPT8=-Z10	*(1) Shure MXW 8 Channel Wireless Transceiver*			
	MXWAPT4=-Z10	*(1) Shure MXW 4 Channel Wireless Transceiver*			
	MXW1/O=-Z10	*(6) Shure Bodypack Lavalier Microphones*			
	MXW8=-Z10	*(4) Shure MXW8 15" Gooseneck Wireless Rechargeable Microphones*			
	MXW2/SM58=-Z10	*(1) Shure MXW2 Wireless Rechargeable Handheld Transmitter*			
	MXWNCS8	*(2) Shure MXW Network Charging Basestation Kits*			
1.00	All-In-One A/V Switching and Control System		$3,975.00	$2,583.75	$2,583.75
	(1) QSC Core Control License Pack Kit				
	TSC-101-G3	*(1) QSC 10" Tabletop Touchpanel*			
1.00	Room Cabling and Materials		$1,222.32	$789.50	$789.50
	Professional Services and Labor				**$11,276.41**
1.00	Project Professional Services and Programming		$6,363.92	$4,136.60	$4,136.60
1.00	Installation, Integration, and Comissioning		$10,983.98	$7,139.81	$7,139.81
	Service				**$6,438.32**
1.00	Silver Level Service		$2,987.71	$1,942.01	$1,942.01
	VS-SLS-1	*Silver level provides the coverage needed to fulfill a customer's basic service requirement. See attached descriptions. (1 Year)*			

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Tota
	Options				
1.00		*Option Adding 1 HD PTZ Camera for Client-Based VTC*	$6,917.36	$4,496.31	$4,496.31
0.00		*Option to Pull SWAGIT Camera Feed into Client-Based VTC Setup*	$1,375.94	$1,108.52	$0.00
1.00			$0.00	$0.00	$0.00

Total List	$65,915.29
Total Discounted Price	$45,629.23
Shipping	$0.00
Sales Tax	$0.00
Grand Total	**$45,629.23**

Visionality has based this proposal on information provided by the customer and/or information that Visionality has discovered while on the customer site. To this extent the proposal is limited to this information. There may be factors that were hidden or not disclosed to Visionality at the time this quote was generated. Visionality retains the right to modify the proposal based on those factors.

Unless otherwise noted, all equipment furnished by the customer (CFE) that is to be integrate within this proposal is assumed to be in good working order loaded with the latest software release. If the proposal relies on existing wiring, pathways, or conduit, they are all assumed to be working correctly and as per diagram. Regardless, any issues in integrating the (CFE) or using existing structure provided by the customer will be billed on a time and material basis.

Responsibilities *(Unless otherwise specified above)*

Visionality Obligations

Visionality will be responsible for the following:

- Testing new system and making sure all is properly operational from both the hardware and software perspective.
- Visionality will provide drawings that call out power and network locations, which must be installed prior to installation.
- Note Drawings supplied are not-to-scale and often are estimates of actual room measurements.

Company/Customer Obligations

The following items shall be provided by the Company and are not part of this scope or proposal:

- All 120V Electrical provisions must be present and hot at time of installation (Specifications and call-outs will be provided by Visionality after acceptance of the proposal).
- All conduit and raceway as required by local code.
- Conveyance (pathway) for AV cabling- includes any core drilling or structural modifications.
- "Hard Points" for mounting of equipment and structural supports will be provided and installed by the Company prior to Visionality deployment. The customer is responsible to ensure current sructures can sustain the weight any mounted equipment or displays. When in doubt the Company should contact a certified Structural Engineer for safety factors.
    - For Displays other than video walls, Visionality will provide backing and blocking.
- Custom millwork, construction, or trim. Includes ceiling, floor and structural amendments or repairs.
- Required Local Permits and/or plan approvals.
- Required local inspection and compliance procedures.
- Hazardous material discovery and/or abatement.
- Ready Access to room. Unless otherwise stated, installation and commissioning are quoted as a single, contiguous period of days with unimpeded access 8 A.M – 5 P.M. daily. Monday through Friday at a minimum.
- Security and Safety
    - Prior to installation, if equipment is to be shipped in advance, the customer is responsible for receiving and storing this equipment in a safe location.
    - During installation, customer is responsible for making sure rooms can be secured and equipment is safe.
- Rooms are clean and ready for installation. All equipment, furniture, debris, or other objects need to be removed from the room for access or safety, prior to onset of installation.
- Sufficient on-site support, persons readily available to answer questions
- Prior to Visionality installation, Telephony, Computer and other Network connections are to be installed configured and tested.
    - Computer Network jacks are to be tested with information for connection readily available.
    - Firewalls and routers will be confirured with proper ports opened .

  - Switchports must be patched-in and correct VLAN, with network IP addresses, subnet mask, and gateway provided for specified equipment.
  - Adequate bandwidth will be provided for the equipment chosen.
- IT staff will be available during the installation process if there is a connectivity issue
- Customer will assure that any customer furnished equipment is in working order.
- For maintenance purposes, customer will work with Visionality to create a mutually acceptable method that will allow remote access to installed equipment.

Project Management Procedures

Each entity will appoint one designee as the prime project manager. These two people will ensure that the products are installed the way the project was envisioned. Any problems need to be funneled through these persons. For example, if there is a change in the room layout, this should be discussed between the two project managers and a change order written.

Status Reviews. Project implementation is taken seriously at Visionality. A weekly status meeting with management is held during all phases of the implementation to address issues early. Visionality Project Management is available to the customer for regular status meetings (via telephone or video) prior to the onset of installation. During the installation process, Visionality Project management will be available daily to discuss the status and needs of the installation with the customer designated representative.

Payments. Payment for the goods delivered is due when goods are shipped to site. If customer delays installation after goods have been ordered, customer will pay for goods and any shipping charge required to get goods to site, or customer will pay for goods and storge fee. Payment for installation is due when the installation is substantially complete. That is all work has been done and the equipment is operational. However there may be some tasks remaining (e.g. bug list).

Change Orders. All change orders must be submitted in writing from the customer designee to the Visionality project manager. If such a change is a material change of scope either in parts or labor, the project manager will provide an estimate of the change in price. Visionality will proceed with this change when the change order has been completed and approved by both parties.

Integration, Commissioning, and Sign-Off:
Prior to Visionality programming, Visionality will meet with the customer's designated personnel to review the touchpanel and system operation. Additional feature requests beyond those scoped in this document and accepted during this meeting will require a change order.

A required walk-through with the customer's designated personnel will occur the day before commissioning completion, to evaluate system performance, create bug lists, and establish a final sign-off punchlist.

A final walk-through with customer's designated personnel will occur upon completion for final sign-off. Inability of key personnel attendance will not affect invoicing or signoff timelines, and additional walkthroughs will incur trip and/or change charges.

Terms and Conditions

Disclaimers
Visionality - Designs That Compute (DTC) is a reseller of electronic equipment. Warranty and liability for use of any product sold is limited to what is stated by the manufacturer of these products. DTC creates no warranties express or implied beyond the manufacturer's warranty.

Limitations
The express obligation stated above is in lieu of all liabilities or obligations of DTC for damages, including but not limited to any liability due to or associated with infringement of a third party's intellectual property rights or any loss, damage, or injury, direct or consequential (including any loss of profits, use, business or the like, even if DTC has been advised of the possibility of same), arising out of or in connection with the delivery, use or performance of products resold by DTC, and it is agreed that repair or replacement, in accordance with the foregoing warranty, is DTC's sole liability and buyer's sole remedy for such liability, loss, damage, or injury. This limitation of DTC's liability will apply regardless of the form of action, whether in contract or tort (including negligence) or based on a warranty. Any action against DTC must be brought within 12 months after the cause of action arises. The parties expressly agree that the products are not consumer goods.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of state law, such limitation of liability shall be void, however the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this limitation of liability.

At times, the goods and services in this proposal may be purchased by a government entity under a specific purchasing contract and that contract may have a clause which conflicts with this clause. In that case the terms of the purchasing contract will take precedence.

Statement of Confidentiality
This proposal is the work product of DTC and as a result remains the property of DTC. This proposal has been submitted for the express interest of offering products and services. The particulars of this proposal must remain confidential between the receiving agency and DTC unless otherwise required by law. This proposal may not be offered to others without the express written consent of DTC. Where applicable, confidentiality is to be consistent with the Texas Public Information Act (TPIA) and the Freedom of Information Act. If there is a request for this document the customer will take ll necessary steps to defend the confidentiality of the document, including an appeal to the Office of the Attorney General and also make a good faith attempt to inform DTC that their proprietary information is being requested from the governmental body.

Installation (If applicable)
Installation prices are estimated based on the customers stated requirements. Unless otherwise noted, the customer is responsible for standard installation preparation and assistance; this include but is not limited to: Site security before and during the installation; free access to perform installation during business hours while scheduled on site; customer furnished installation or materials are ready prior to Visionality installation; and resources are available quickly to resolve issues. A full list of these requirements is in the proposal above. If these conditions are not met, additional charges may apply.

Product Returns
DTC does not accept product returns unless defective and only for replacement.

Non-Solicitation.
Customer agrees that for a period of twelve (12) months immediately following the Effective Date of this Agreement or Last Date of Service on this Agreement, whichever comes later, Customer shall not either directly or indirectly solicit, induce, recruit or encourage any of Design That Compute's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage, take away or hire employees of the Designs That Compute, either for the customer or any other person or entity. Should the Customer infringe on this, it will be seen as a referral of the employee and the client agrees to pay Designs that Compute a one-time referral fee of two hundred (200) percent of the candidates total annual starting compensation with a minimum referral fee of fifty-thousand dollars ($50,000). Should the employee be hired as an hourly their annual compensation will be calculated at two thousand (2,000) times their hourly rate. Referral Fees will be invoiced immediately upon hiring of an employee by the Customer and will be due net thirty (30).

Payment Terms
Prepayment may be required. If terms are extended, payment is due immediately upon receipt of goods. Any objections to delivery or installation by the customer that many delay payment must be submitted to DTC in writing with 15 day of delivery of invoice to purchasing. When DTC resolves the problem they will resubmit invoice to purchasing. At that time customer must respond within 15 days if there is a further problem. DTC fully expects any invoice to be paid within 30 days of submittal. Failure to pay in a timely manner will constitute charges at the rate of 2% per month from date of invoice submittal.

Products delivered for an installation, are billed and due at the time of delivery. Installation will be billed and due when substantial completion has occurred. DTC will work with the customer to assure the highest quality products and services are delivered and installed. At the customer's request a payment schedule can be designed that withholds a percentage of the invoice based upon successful installation.

Some equipment has service or warranty that starts at the time of delivery. If installation is delayed this may affect the time coverage of those products is in effect after installation.

At times, the goods and services in this proposal may be purchased by a government entity or under a specific purchasing contract. In the cases where be a law or contract has conflicts with the above terms, the terms of a purchasing contract or law will take precedence.

Non-Taxable Entities
Please include a copy of your Sales Tax Exemption Form along with any Purchase Order sent to Designs That Compute dba Visionality

Signature Page

THIS PROPSAL, INCLUDING ANY ATTACHMENTS, CONSTITUTES THE COMPLETE AND EXCLUSIVE UNDERSTANDING OF THE PARTIES, AND SUPERSEDES ALL PRIOR SALES PROPOSALS, NEGOTIATIONS, AGREEMENTS AND OTHER REPRESENTATIONS OR COMMUNICATIONS, WHETHER ORAL OR WRITTEN. THIS AGREEMENT MAY BE MODIFIED, REPLACED OR RESCINDED ONLY IN WRITING, AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF EACH PARTY.

The party represents and warrants that, on the date this agreement is executed, the party is authorized to enter into this agreement in its entirety, and duly bind their principals by the signature below. The party represents and warrants that there is agreement to all terms listed in this document.

Customer: Waller County

Address: 425 FM 1488, Suite 106
Hempstead, Texas 77445

By:

Name: Carbett "Trey" J. Duhon, III

Title: County Judge

Date: August 7, 2024

Telephone Number: (979)826-7700

Email Address: t.duhon@wallercounty.us

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BY AND BETWEEN THE COUNTY OF WALLER, TEXAS AND VISIONALITY FOR TECHNOLOGY-BASED RECORDING AND CONFERENCING PRODUCTS AND RELATED SERVICES

This Agreement for Technology-Based Recording and Conferencing Products and Related Services ("Agreement") is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and Designs That Compute d/b/a Visionality ("Contractor"), a Texas incorporated business, (collectively "Parties").

WHEREAS, the County desires to purchase, and Contractor desires to sell certain goods and services; and

WHEREAS, Contractor has a contract with the State of Texas Department of Information Resources ("DIR"), contract number DIR-CPO-5092 dated September 16, 2022 between the State of Texas, acting by and through the Department of Information Resources and Designs That Compute, Inc. d/b/a/ Visionality; and

WHEREAS, the County is a Customer under contract DIR-CPO-5092, and wishes to procures products and services under contract DIR-CPO-5092; and

WHEREAS, the County and Contractor desire to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further agree as follows:

1. **Additional Terms and Conditions.** The terms and conditions in this Agreement apply to this Agreement, and are in addition to Contract DIR-CPO-5092 entered into between Designs that Compute, Inc. and the State of Texas by and through the DIR. This Agreement is not intended to conflict with or diminish the terms or conditions of DIR contract DIR-CPO-5092

2. **Description of Work.** The goods and services to be provided ("Services") are contained in the Contractor's Quote ("Quote") attached hereto as Exhibit A.

3. **Contract Documents.** The following documents constitute the "Contract Documents":

   A. This Agreement;

   B. DIR Contract DIR-CPO-5092 together with all of its attachments and appendices; and

   C. Quote, attached hereto as Exhibit A and incorporated herein for all purposes.

All of the documents referred to in this Section 3 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

Contractor and County further agree that should any dispute or questions arise respecting the true construction or meaning of any of these documents, the true meaning shall be decided by the County and such decision shall be binding and conclusive upon Contractor.

4. Term and Termination. The Agreement shall commence on the Effective Date, and continue in full force and effect until termination in accordance with its provisions. Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. All expenses occurring after the date of termination shall be the responsibility of Contractor.

The County reserves the right to terminate the contract immediately if the Contractor fails to (1) meet delivery or completion schedules, or (2) otherwise perform in accordance with the Contract Documents.

The County reserves the right to immediately terminate the Agreement if Contractor becomes insolvent or commits acts of bankruptcy.

The County may terminate this Agreement for cause or convenience by providing 30 days written notice to the Contractor. The notice must state the reasons for such termination. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address identified herein. The Agreement will continue in force during the 30 day notice period. The County shall compensate Contractor in accordance with the terms of this Contract for Agreement work properly performed prior to the date of termination specified in the notice, provided that the County inspects and accepts the work performed by Contractor. Contractor shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate.

5. Permits; Compliance with Laws and Regulations. Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the Services prior to commencing the Services. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the Services to be performed pursuant to this Agreement.

6. Independent Contractor. Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of the County in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Agreement, and in cooperation with the County. Contractor is solely responsible for setting working hours, scheduling or prioritizing the work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor the agent, servant, or employee of the County.

7. INDEMNITY. CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS,

CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS CONTRACT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND KNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO

INDEMNIFICATION UNDER THIS CONTRACT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8. Jurisdiction and Venue. This Agreement is made and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court actions brought between the County and Contractor directly or indirectly by reason of this contract shall be in Waller County, Texas. This contract is made and is to be performed in Waller County, Texas.

9. Assignment. Contractor shall not sell, assign, transfer, or convey this Contract, in whole or in part, without the prior written consent of the County. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

10. Right of Review and Audit. County may review any and all of the Services performed by Contractor under this Contract. County is granted the right to audit, at County's election, all of Contractor's records and billings relating to the performance of this Agreement as may be reasonably necessary for County to confirm its payment obligations under this Agreement. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by an audit under this section.

11. No Waiver. No claim or right arising out of a breach of this Agreement can be discharged in whole or in 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. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

12. Legal Construction. If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

13. Entire Agreement. This Agreement, together with all Exhibits incorporated herein, embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties.

14. Titles Not Restrictive. The titles assigned to the various sections and paragraphs of this

Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

15. Tax Exempt. The County is a tax-exempt organization. If Contractor makes purchase under this Agreement that will be billed to the County, the County will not reimburse Contractor of taxes from which it is exempt. The County can provide tax exempt paperwork upon request.

16. Other Expenses. Except as otherwise expressly set forth in this Agreement and the Contract Documents, each of the parties will bear its own expenses in connection with the performance contemplated by this Agreement and the Contract Documents.

17. No Arbitration. The County does not agree to arbitration.

18. Waiver of Subrogation. Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Waller County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's, its employees', or subcontractors' performance under this Agreement.

19. No Third-Party Beneficiaries. This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.

20. Amendments. All amendments and additions to this Agreement or its Exhibits and Contract Documents must be approved by Contractor and the Waller County Commissioners Court.

21. Authority to Sign. Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

22. Confidentiality. The County is bound by the Public Information Act and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information.

23. Notices. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed communicated as of three (3) days after mailing. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:	To Contractor:
Attn: County Judge 425 FM 1488, Suite 106 Hempstead, Texas 77445	

COUNTY	**CONTRACTOR**

Carbett "Trey" J. Duhon III
County Judge

Date: August 7, 2024

Date: _____

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BY AND BETWEEN THE COUNTY OF WALLER, TEXAS AND CALDWELL COUNTRY CHEVROLET, LLC FOR VEHICLES FOR CONSTABLE, PRECINCT 3

This Agreement for fleet vehicles for Constable, Precinct 3 is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and Caldwell Country Chevrolet, LLC ("Dealer"), a Texas limited liability company, (collectively "Parties").

WHEREAS, County seeks to purchase vehicles to add to its existing vehicle fleet for Constable, Precinct 3's office;

WHEREAS, County intends to purchase two (2) Black 2024 Chevrolet Tahoe PPV 2WD from Dealer pursuant to its awarded BuyBoard contract (724-23);

WHEREAS, the County and Dealer have the intent to comply with all applicable laws relative to performance of the Contract, especially applicable federal provisions required of all purchases made utilizing the America Rescue Plan Act (ARPA);

WHEREAS, the County and Dealer desire to enter into this Contract to clarify and make explicit the rights, duties, and responsibilities between the Parties as an eligible expenditure under the ARPA; and

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further agree as follows:

1. **Description of Work.** The Dealer shall provide the County with the vehicles and warranty (hereinafter referred to as "Goods and Services") in the manner set forth in Dealer's quote dated Friday, August 2, 2024 which contained requested vehicle specifications as defined herein as "Scope." Dealer shall provide the Goods and Services upon the terms and conditions set forth in the Contract Documents, hereinafter defined, and shall furnish all personnel, labor, equipment, supplies, deliverables, and all other items necessary to provide all of the work as specified by the terms and conditions of the Contract Documents. Dealer will provide the Goods and Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services, and Dealer makes the same guarantee with regard to performance for any and all subcontractors completing Services under this Contract.

A. The Goods and Services are to be performed in a good and workmanlike manner and shall conform in every respect to the following, collectively, the "Contract Documents":

i. This Contract;

ii. BuyBoard's Notice of Proposal Invitation-Proposal Number 724-23 for Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services ("Proposal

Invitation"), attached hereto as Exhibit A and incorporated herein for all purposes;

iii. Co-Op Agreement between BuyBoard and Dealer ("Co-Op Agreement"), attached hereto as Exhibit B and incorporated herein for all purposes; and

iv. Dealer's Quote (Quote) provided to the County on Friday, August 2, 2024 which was reviewed and subsequently approved as compliant by BuyBoard on Monday, August 5, 2024, attached hereto as Exhibit C.

B. All of the documents referred to in Subsection A of this Section 1, above, are incorporated by reference and made a part of this Contract for all purposes as though each were written word for word in this Contract; provided, however, that in case of a conflict in the language of the Proposal Invitation, Co-Op Agreement, the Quote, and this Contract, the terms and conditions of this Contract shall control, and then the Co-Op Agreement, and then the Proposal Invitation, and then the Quote in that order, and are final and binding on both Parties. Dealer and County further agree that should any dispute or questions arise respecting the true construction or meaning of any of these documents, the true meaning shall be decided by the County and such decision shall be binding and conclusive upon Dealer.

Scope. The Dealer shall furnish two (2) Black 2024 Chevrolet Tahoe PPV 2WD vehicles for a purchase price not to exceed $104,700.00.

Beginning Operations

Dealer noted that vehicles are "scheduled to be built in early September and should be at the Dealer's lot by the end of September/early October." Accordingly, Dealer shall coordinate with the designated County representative, Chief Raymond Stewart, as it pertains to delivery once the purchase is authorized by Waller County Commissioners' Court and as soon as vehicles are in the Dealer's possession and delivery can be arranged.

2. **Inspection of Sites and Coordination.** Dealer represents that, prior to submitting its Proposal and executing this Contract, Dealer became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Goods and Services under this Contract shall be coordinated under, and performed to the satisfaction of Chief Raymond Stewart, Designated Representative for Constable, Precinct 3.

3. **Payment.** In exchange for those Goods and Services requested by the County under the Contract Documents, the County agrees to pay Dealer for goods and services at the price listed in Exhibit C, according to the terms and conditions of this Contract for the rendering of goods and services. The County shall pay all valid invoices within 30 days of delivery and acceptance of the vehicle to the requested County delivery site. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.

4. **Term and Termination.** The Contract shall commence on the Effective Date, defined as the date of the last signature affixed hereto, and continue in full force and effect until termination in accordance with its provisions. Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the lease or contract, said lease or contract shall

become null and void on the last day of the current appropriation of funds. All expenses occurring after the date of termination shall be the responsibility of Dealer. As an ARPA-funded project, any contract for the Goods and Services set forth herein must be executed no later than December 31, 2024.

The County reserves the right to terminate the contract immediately if the Dealer fails to (1) meet delivery or completion schedules, or (2) otherwise perform in accordance with the Contract Documents.

The County reserves the right to immediately terminate the Contract if Dealer becomes insolvent or commits acts of bankruptcy.

The County may terminate this contract for cause or convenience by providing 30 days written notice to the Dealer. The notice must state the reasons for such termination. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address identified herein. The Contract will continue in force during the 30 day notice period. The County shall compensate Dealer in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, provided that Constable, Precinct 3 inspects and accepts the goods and services performed by Dealer. Dealer shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate.

5. **Permits; Compliance with Laws and Regulations.** Dealer shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the Goods and Services prior to commencing the Contract. Dealer shall perform its obligations pursuant to this Contract in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the Services to be performed pursuant to this Contract. Dealer acknowledges intended compliance with provisions applicable to expenditures of federal funds and warrants to reimburse the County for any claw back of federal funds due to non-compliance of the provisions applicable to expenditures of federal funds which Dealer agrees to comply with pursuant to execution of the County's Required Forms Packet attached to this Contract as Exhibit D.

6. **Independent Contractor.** Dealer's status shall be that of an independent contractor and not an agent, servant, employee, or representative of the County in the performance of the Goods and Services. Dealer shall exercise independent judgment in performing under this Contract, and in cooperation with the Constable, Precinct 3's office, is solely responsible for determining how performance under the Contract will be satisfied. No term or provision of this Contract or act of the Dealer in the performance of this Contract shall be construed as making Dealer the agent, servant, or employee of the County.

7. INDEMNITY. CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING

ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS CONTRACT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND KNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8. **Jurisdiction and Venue.** This Contract is made and shall be construed according to the

laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court actions brought directly or indirectly by reason of this contract shall be in Waller County, Texas. This contract is made and is to be performed in Waller County, Texas.

9. Assignment. Dealer shall not sell, assign, transfer, or convey this Contract, in whole or in part, without the prior written consent of the County. As an express condition of consent to any assignment, Dealer shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

10. Right of Review and Audit. County may review any and all of the Goods and Services performed by Dealer under this Contract. County is granted the right to audit, at County's election, all of Dealer's records and billings relating to the performance of this Contract as may be reasonably necessary for County to confirm its payment obligations under this Contract. Dealer agrees to retain such records for a minimum of five (5) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by an audit under this section.

11. No Waiver. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

12. Legal Construction. If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

13. Entire Agreement. This Contract, together with all Exhibits incorporated herein, embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract. The Contract may not be modified, altered, or amended except by written instrument duly executed by both parties.

14. Titles Not Restrictive. The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

15. Tax Exempt. The County is a tax-exempt organization. If Dealer makes purchase under this Contract that will be billed to the County, the County will not reimburse Dealer of taxes from which it is exempt. The County can provide tax exempt paperwork upon request.

16. Other Expenses. Except as otherwise expressly set forth in this Contract and the Contract Documents, each of the parties will bear its own expenses in connection with the performance contemplated by this Contract and the Contract Documents.

17. No Arbitration. The County does not agree to arbitration.

18. Waiver of Subrogation. Contractor and Dealer's insurance carrier waive any and all rights whatsoever with regard to subrogation against Waller County as an indirect party to any suit arising out of personal or property damages resulting from Dealer's, its employees', or subcontractors' performance under this Contract.

19. No Third-Party Beneficiaries. This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

20. Amendments. All amendments and additions to this Contract or its Exhibits and Contract Documents must be approved by Dealer and the Waller County Commissioners Court.

21. Authority to Sign. Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

22. Confidentiality. The County is bound by the Public Information Act and other laws concerning government records. Dealer shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify Dealer if any such information is requested in a public information request, subpoena, or other method so Dealer may argue against the release of such information.

23. Notices. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed communicated as of three (3) days after mailing. Any notice or certification to be provided pursuant to this Contract shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Attn: County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

To Contractor:

Attn: Government Fleet Sales
800 State Highway 21 East
Caldwell, TX 77836

COUNTY

Carbett "Trey" J. Duhon III
County Judge

Date: 8/27/24

DEALER

Jake Schobinger
Government Fleet Sales

Date: 8/27/24

Required Forms
Purchase of Two (2) Black 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 3
(Contract w/ Caldwell Country Chevrolet LLC #240807-26)

CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

NAME	SOCIAL SECURITY NUMBER
N/A	N/A

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provision of Parts A and D of Title IV of the federal Social Security Act (42 USC Section 601417 and 651-669).

Signature – Company Official

Caldwell Country Chevrolet LLC
Printed/Type Firm Name

Dennis Dykes - CFO
Printed/Typed Name and Title

8/20/24
Date

Required Forms
Purchase of Two (2) Black 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 3
(Contract w/ Caldwell Country Chevrolet LLC #240807-26)

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet II LLC — Company Name
8/20/24 — Date

Signature of Authorized Company Official
Dennis Dykes — Printed Name

RESIDENT/NONRESIDENT CERTIFICATION

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

Please mark 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):

Caldwell Country Chevrolet II LLC — Company Name
800 E. Hwy 21 — Address

Caldwell — City
TX — State
77834 — Zip Code

A. Does your resident state require a proposer whose principal place of business in is 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 _____%

Required Forms
Purchase of Two (2) Black 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 3
(Contract w/ Caldwell Country Chevrolet LLC #240807-26)

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet II LLC
Company Name

Signature of Authorized Company Official

Dennis Dykes
Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.123. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

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

Caldwell Country Chevrolet II LLC
Company Name

8/20/24
Date

Signature of Authorized Company Official

Dennis Dykes
Printed Name

Required Forms
Purchase of Two (2) Black 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 3
(Contract w/ Caldwell Country Chevrolet LLC #240807-26)

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as Historically Underutilized Business (HUB) is encouraged to indicate its HUB certification status when responding to this RFP.

Please mark 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 Veteran Affairs or Department of Defense.)

Certification Number:

Name of Certifying Agency:

☑ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet II LLC
Company Name

8/20/24
Date

Signature of Authorized Company Official

Dennis Dykes
Printed Name

Required Forms
Purchase of Two (2) Black 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 3
(Contract w/ Caldwell Country Chevrolet LLC #240807-26)

DEVIATION AND COMPLIANCE

If your company intends to deviate from the Terms and Conditions, Specifications, or any other requirements contained in the RFP, you must identify on this form where the deviations are specified in your Proposal. Complete and detailed information regarding deviations must be clearly identified in your Proposal. The County 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 the identification on this form of deviations in your Proposal, your company must fully comply with the Terms and Conditions, Specifications, and all other requirements associated with this RFP if awarded a Contract under this RFP. A deviation will not be effective unless it is accepted by the County. The County 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 County reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please mark one of the following:

☐ Proposal contains NO deviations.

☐ Proposal CONTAINS deviations.

Specifically identify the location of any proposed deviations in your Proposal:

Caldwell Country Chevrolet II LLC — Company Name

8/20/24 — Date

Signature of Authorized Company Official

Dennis Dykes — Printed Name

Required Forms
Purchase of Two (2) Black 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 3
(Contract w/ Caldwell Country Chevrolet LLC #240807-26)

PROPOSER'S BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the County. As such, a Proposer must be an individual or a legal business entity capable of entering into a binding contract. Proposers must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Company: Caldwell Country Chevrolet II LLC

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☐ Corporation
- ☑ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify_____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 87-3266036

List any other names the Company uses, or is known by (dba, aka, etc.): _____

Caldwell Country Chevrolet II LLC — Company Name

8/20/24 — Date

Signature of Authorized Company Official

Dennis Dykes — Printed Name

Required Forms
Purchase of Two (2) Black 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 3
(Contract w/ Caldwell Country Chevrolet LLC #240807-26)

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, 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 energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" 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) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet II LLC
Company Name

8/20/24
Date

Signature of Authorized Company Official

Dennis Dykes
Printed Name

Required Forms
Purchase of Two (2) Black 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 3
(Contract w/ Caldwell Country Chevrolet LLC #240807-26)

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) 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; (2) 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 (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) 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 (2) 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:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) 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.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet II LLC
Company Name

8/20/24
Date

Signature of Authorized Company Official

Dennis Dykes
Printed Name

Required Forms
Purchase of Two (2) Black 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 3
(Contract w/ Caldwell Country Chevrolet LLC #240807-26)

CERTIFICATION ON INDEBTEDNESS TO COUNTY

Pursuant to Local Government Code 262.0276, and the Order Adopting Contracting Rules for Persons Indebted to County adopted on September 10, 2014, Waller County will not enter into any contract(s) with any person, business, or any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Waller County that is indebted to the County.

Please provide the following information:

Taxpayer Identification Number (TIN): 3-20814-93986

Waller County Property Accounts:
Real Estate N/A Personal Property N/A

Vendor hereby certifies that they do not owe a debt to Waller County, Texas.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet II LLC — Company Name
8/20/24 — Date
Signature of Authorized Company Official
Dennis Dykes — Printed Name

AGREEMENT TO PROVIDE CERTIFICATE OF INSURANCE

I certify that certificates of insurance showing proof of coverages that meet the requirements outlined in this RFP shall be provided to Waller County within ten (10) calendar days of any Notice of Award.

Caldwell Country Chevrolet II LLC — Company Name
8/20/24 — Date
Signature of Authorized Company Official
Dennis Dykes — Printed Name

Required Forms
Purchase of Two (2) Black 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 3
(Contract w/ Caldwell Country Chevrolet LLC #240807-26)

CERTIFICATE OF INTERESTED PARTIES TEXAS ETHICS COMMISSION (FORM 1295)

Texas Government Code §2252.908 requires that a business entity submit a disclosure of interested parties at the time it submits a signed contract to Waller County. This includes new, amended, extended, or renewed contracts that:

(1) Require an action or vote by the Commissioners Court before the contract may be signed;

(2) Have a value of at least $1 million; or

(3) Are for services that would require a person to register as a lobbyist under Texas Government Code Chapter 305.

A Proposer must:

(1) Go to: https://www.ethics.state.tx.us/filinginfo/1295/ and follow the instructions to submit an electronic filing application. If you already have an account then you may log in and proceed with the process.

(2) Complete and print a copy of the form which will contain a unique certification number.

(3) Have an authorized agent sign the printed copy of the form.

(4) Include the completed Form 1295 with your Proposal when it is submitted to Waller County. (Scanning and emailing this form is sufficient for renewals & maintenance of solicitations.)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1203174

Date Filed:
08/20/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Caldwell Country Chevrolet II LLC
Caldwell, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
240807-26
2024 Chevrolet Tahoe PPV

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dennis Dykes, and my date of birth is _____.

My address is 800 E. Hwy 21 (street), Caldwell (city), TX (state), 77836 (zip code), US (country).

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

Executed in Burleson County, State of TX, on the 20 day of Aug. (month), 2024 (year)

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Caldwell Country Chevrolet II LLC

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

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

Dennis Dykes

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

8/20/24

Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATION OF PROVISIONS APPLICABLE TO EXPENDITURES OF FEDERAL FUNDS

Waller County will specify in the RFP when it expects to fund a project partially or wholly with Federal grant money. If the project will be funded in whole or in part with Federal grant money, conditions/requirements apply in addition to the Terms and Conditions contained in the RFP. If there is a conflict between the Term and Conditions in the RFP and any of the conditions/requirements applicable to the expenditure of Federal funds, the Federal Funds conditions/requirements shall control.

1. Remedies for Vendor Breach/Contract Violations: 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 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Waller County addresses in its RFP Terms and Conditions the remedies available to it for a Vendor's breach, including section 2.67. The remedies included therein are in addition to any remedies that may be available either in law or equity. Vendor agrees to all of the violation and breach of contract terms provided in the RFP.

2. Termination for Cause/Convenience: Contracts in excess of $10,000 that are paid with Federal grant money, whether in whole or in part, may be terminated for cause and/or convenience by Waller County on ten (10) days' notice to the Vendor. If the Contract is terminated in accordance with this section, the County shall only be required to pay Vendor for goods and/or services rendered to the County prior to termination. If the Contract is terminated under this section, the County shall be allowed to return to Vendor any goods in accordance with Vendor's return policy. If the County has paid Vendor for goods and/or services that have not been delivered prior to termination under this section, Vendor shall immediately refund such payment(s). If the County agrees with Vendor in writing to an alternate provision for termination for cause and/or convenience, that agreement shall control.

3. Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all Waller County contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 are 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 County purchase or contract that meets the defition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act: Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, Vendor agrees that for all Waller County prime construction contracts in excess of $2,000 Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, 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, Vendors shall pay wages not less than once a week. Waller County has included a copy of the current prevailing wage determination issued by the Department of Labor with this RFP. Vendor agrees that for any purchase or Contract to which this provision applies, the award of the purchase or contract is conditioned on

Vendor's acceptance of the wage determination. Waller County shall report all suspected or reported violations to the Federal awarding agency. Vendor also agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Waller County shall report all suspected or reported violations to the Federal awarding agency.

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5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all Waller County contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Vendor shall 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.

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6. Rights to Inventions Made Under a Contract or Agreement: If Waller County'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 of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor agrees to comply with these requirements if applicable.

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

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8. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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 Waller County if Vendor is later listed

on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

As applicable, Proposer agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Solid Waste Disposal Act: When Waller County uses Federal grant money to fund a Contract, the awarded Vendor 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 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Public Law 115-232, section 889, Telecommunications Equipment: When Waller County uses Federal grant money to fund a Contract, the awarded Vendor shall not obligate or spend loan or grant funds to:

(1) procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Vendor agrees that it will comply with Public Law 115-232, section 889.

12. Profit as Separate Element of Price: For purchases using Federal grant money in excess of the Simplified Acquisition Threshold (SAT), the County must negotiate profit as a separate element of the price for each contract

in which there is no price competition and in all cases where cost analysis is performed. Where applicable, the Vendor agrees to negotiate profit with Waller County as a separate part of its Contract in accordance with 2 CFR 200.324(b).

Vendor certifies and agrees that if Federal money is used to fund the project referenced in the RFP, Vendor shall comply with the Federal Funds conditions/requirements in addition to the Terms and Conditions contained in the RFP.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet II LLC
Company Name

Signature of Authorized Company Official

Dennis Dykes
Printed Name

EXHIBIT A

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • 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. 724-23 for Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services must be received** *on or before 4:00 PM September 7, 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 10th 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

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSAL INVITATION NO. 724-23

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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

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. ***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 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.

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- 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 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

BuyBoard
P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • 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.

BuyBoard

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GENERAL INFORMATION

Proposal Invitation No. 724-23
Vehicles, Police Motorcycles, Truck, 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 Vehicles, Police Motorcycles, Truck, 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 $252,810,534; 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.

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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).**

The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. 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. 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. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.).

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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.

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.

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.

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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.

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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services	**Proposal Due Date/Opening Date and Time** September 7, 2023, at 4:00 PM
Proposal Invitation Number 724-23	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2023, through November 30, 2024, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** October 2023

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

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

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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;

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

FELONY CONVICTION DISCLOSURE

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

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

Please check (√) one of the following:

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

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: _____

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RESIDENT/NONRESIDENT CERTIFICATION

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

Please check (√) one of the following:

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

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

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

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

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No

Initial: _____

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NO BOYCOTT VERIFICATION

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

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

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

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

Initial: _____

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

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

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

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

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

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **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:** _____

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

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

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

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

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DEVIATION AND COMPLIANCE

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

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

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

Please check (√) one of the following:

☐ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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VENDOR CONSENT FOR NAME BRAND USE

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

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

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

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

OPT OUT:

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

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

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

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

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

Please check (√) one of the following:

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

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

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

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: _____

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B. Copyright Information

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

Please check (√) one of the following:

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

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

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

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

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

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

D. Consent to Release Proposal Tabulation

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

Initial: _____

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

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting 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 <u>each</u> 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:** _____

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3. Equal Employment Opportunity:

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

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

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

4. Davis-Bacon Act:

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

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

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

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

5. Contract Work Hours and Safety Standards Act:

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

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

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

Initial: _____

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

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

Vendor agrees to comply with the above requirements when applicable.

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

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

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

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

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

8. Debarment and Suspension:

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

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

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

9. Byrd Anti-Lobbying Amendment:

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

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

Initial: _____

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10. Procurement of Recovered Materials:

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

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

11. Domestic Preferences for Procurements:

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

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

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

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

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

13. Profit as a Separate Element of Price:

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

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

14. General Compliance and Cooperation with Cooperative Members:

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

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

Initial: _____

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COMPLIANCE FORMS SIGNATURE PAGE

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

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

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name and Title

_____
Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

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

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

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

VENDOR BUSINESS NAME

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

Name of Proposing Company:

_____

*(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.)*

_____

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VENDOR CONTACT INFORMATION

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

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

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

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

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

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

CURRENT BUYBOARD VENDORS

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

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

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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.)

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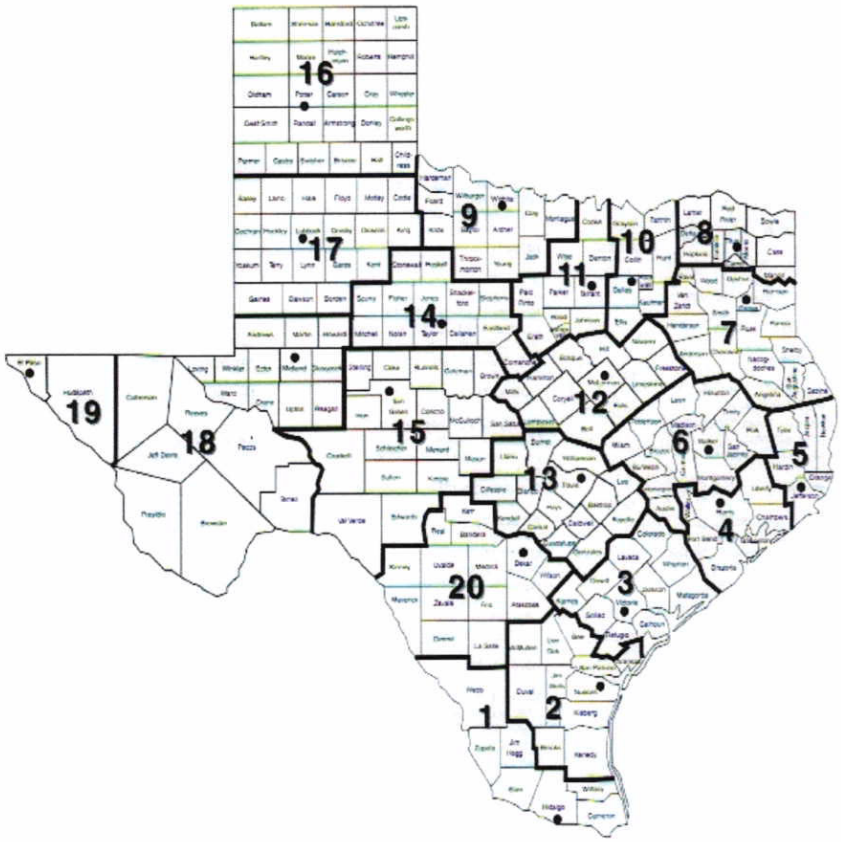
TEXAS REGIONAL SERVICE DESIGNATION

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

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

Regional Education Service Centers



Region and Headquarters

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

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STATE SERVICE DESIGNATION

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

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

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

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

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
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Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

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

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same 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.

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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

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LOCATION/AUTHORIZED SELLER LISTINGS

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

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

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MANUFACTURER DEALER DESIGNATION

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

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

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

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

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

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

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

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire 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.

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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.

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

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

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

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

NAME OF VENDOR: _____

_____
Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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PROPOSAL SPECIFICATION SUMMARY

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

PROPOSAL NOTE 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: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. 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. 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. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.). 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.**

PROPOSAL NOTE 4: 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.

Section 1: Chevrolet Vehicles

1. Base Model Price for **Chevrolet Trailblazer Sport Utility** – LS base model, complete with all manufacturer's standard equipment.
2. Base Model Price for **Chevrolet Blazer Sport Utility** – 2LT base model, complete with all manufacturer's standard equipment.
3. Base Model Price for **Chevrolet Malibu Mid-Size Sedan** - LS base model, complete with all manufacturer's standard equipment.
4. Base Model Price for **Chevrolet Trax Sport Utility** – LS base model, complete with all manufacturer's standard equipment.
5. Base Model Price for **Chevrolet Traverse (FWD) Sport Utility** – LS FWD base model, complete with all manufacturer's standard equipment.

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6. Base Model Price for **Chevrolet Traverse (AWD) Sport Utility** – LS AWD base model, complete with all manufacturer's standard equipment.
7. Base Model Price for **Chevrolet Equinox (FWD) Sport Utility** - LS FWD base model, complete with all manufacturer's standard equipment.
8. Base Model Price for **Chevrolet Equinox (AWD) Sport Utility** – LS AWD base model, complete with all manufacturer's standard equipment.
9. Base Model Price for **Chevrolet Tahoe Sport Utility** – LS 2WD base model, complete with all manufacturer's standard equipment.
10. Base Model Price for **Chevrolet Suburban Sport Utility** - LS 2WD, 1/2-ton, base model complete with all manufacturer's standard equipment.
11. Base Model Price for **Chevrolet Colorado Extended Cab Truck** - Extended cab, 2WD, base model complete with all manufacturer's standard equipment.
12. Base Model Price for **Chevrolet Silverado 1500 Full Size Regular Cab Truck** - 1/2-ton, Regular Cab, Standard bed, 2WD, WT base model complete with all manufacturer's standard equipment.
13. Base Model Price for **Chevrolet Silverado 1500 Full Size Double Cab Truck** - 1/2-ton, Double Cab, Standard bed, 2WD, WT base model complete with all manufacturer's standard equipment.
14. Base Model Price for **Chevrolet Silverado 1500 Full Size Crew Cab Truck** - 1/2-ton, Crew Cab, Standard bed, 2WD, WT base model complete with all manufacturer's standard equipment.
15. Base Model Price for **Chevrolet Silverado 2500HD Full Size Truck** - 3/4-ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.
16. Base Model Price for **Chevrolet Silverado 3500HD Full Size Truck** - 1-ton, Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.
17. Base Model Price for **Chevrolet Colorado Chassis Extended Cab** - Colorado Chassis Extended Cab, 2WD, base model complete with all manufacturer's standard equipment.
18. Base Model Price for **Chevrolet Silverado 3500HD Chassis Cab** - Silverado 3500 Chassis Cab, 2WD, Regular Cab, base model complete with all manufacturer's standard equipment.
19. Base Model Price for **Chevrolet Express Cutaway Van** - Chevrolet Express Cutaway Van, base model complete with all manufacturer's standard equipment.
20. Base Model Price for **Chevrolet Tahoe (PPV) Police Package** - 2WD, Police package with all manufacturer's standard equipment.
21. Base Model Price for **Chevrolet Tahoe (SSV) Police Package** - 2WD, Police package with all manufacturer's standard equipment.
22. Base Model Price for **Chevrolet Silverado (SSV) Police Package** - 2WD, Police package with all manufacturer's standard equipment.
23. Base Model Price for **Chevrolet Blazer EV (PPV) Police Package** - 2WD, Police package with all manufacturer's standard equipment.
24. Base Model Price for **Chevrolet Camaro Sport Sedan** – Coupe 1LS base model, complete with all manufacturer's standard equipment.
25. Base Model Price for **Chevrolet Silverado EV Electric Truck** - Electric truck, base model complete with all manufacturer's standard equipment.
26. Base Model Price for **Chevrolet Blazer EV Electric Sport Utility** - Electric sport utility, base model complete with all manufacturer's standard equipment.
27. Base Model Price for **Chevrolet Equinox EV Electric Sport Utility** - Electric sport utility, base model complete with all manufacturer's standard equipment.
28. Base Model Price for **Chevrolet Bolt EV** - LT base model, complete with all manufacturer's standard equipment.
29. Base Model Price for **Chevrolet Bolt EUV All Electric Sport Utility** - EUV LT base model, complete with all manufacturer's standard equipment.
30. Base Model Price for **Chevrolet Express 2500 Full Size Cargo Van** - WT base model, complete with all manufacturer's standard equipment.
31. Base Model Price for **Chevrolet Express 2500 Full Size Passenger Van** - LT base model, complete with all manufacturer's standard equipment.

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Section 2: GMC Vehicles

32. Base Model Price for **GMC Terrain Sport Utility** - SLE base model, complete with all manufacturer's standard equipment.
33. Base Model Price for **GMC Acadia Sport Utility** - SLE base model, complete with all manufacturer's standard equipment.
34. Base Model Price for **GMC Yukon Sport Utility** - SLE base model, complete with all manufacturer's standard equipment.
35. Base Model Price for **GMC Canyon Extended Cab Truck** - Extended cab, 2WD base model, complete with all manufacturer's standard equipment.
36. Base Model Price for **GMC Sierra 1500 Full Size Truck** - 1/2-ton, Regular Cab, 2WD base model, complete with all manufacturer's standard equipment.
37. Base Model Price for **GMC Sierra 2500HD Full Size Truck** - 3/4-ton, Heavy Duty Regular Cab, 2WD base model, complete with all manufacturer's standard equipment.
38. Base Model Price for **GMC Sierra 2500HD Full Size Truck** - 1-ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.
39. Base Model Price for **GMC Sierra 3500HD Chassis Cab** – Chassis Cab, 2WD, Regular Cab, base model complete with all manufacturer's standard equipment.
40. Base Model Price for **GMC Savana 2500 Full Size Cargo Van** – Cargo Van, base model complete with all manufacturer's standard equipment.
41. Base Model Price for **GMC Savana 2500 Full Size Passenger Van** – Passenger Van, base model complete with all manufacturer's standard equipment.
42. Base Model Price for **GMC Savana 2500 Cutaway Van** – Cutaway Van, base model complete with all manufacturer's standard equipment.

Section 3: Buick Vehicles

43. Base Model Price for **Buick Encore Sport Utility** - 1SB base model, complete with all manufacturer's standard equipment.
44. Base Model Price for **Buick Enclave (FWD) Sport Utility** - 1SD FWD base model, complete with all manufacturer's standard equipment.

Section 4: Chevrolet/GMC/Buick Model Vehicles OPTIONS and EQUIPMENT

45. 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.
46. 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.
47. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
48. Discount (%) off **Extended Service Maintenance Agreements.**
49. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 5: Chevrolet/GMC/Buick Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

50. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service.
51. **Not to Exceed** hourly labor rate for Paint and Body Repair.
52. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles.

Section 6: Chrysler Vehicles

53. Base Model Price for **Chrysler 300 Sedan** - Base sedan model, 3.6L, 8 speed automatic, flex fuel with 6 cyl engine, complete with all manufacturer's standard equipment.
54. Base Model Price for **Chrysler Pacifica Passenger Van** - Base model, standard 9 speed automatic transmission, on all trim levels, complete with all manufacturer's standard equipment.

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Section 7: Dodge Vehicles

55. Base Model Price for **Dodge Charger Sedan** - Base model, 3.6L, 8 speed Automatic, standard on all trim levels and platforms on charger, flex fuel on 6-cylinder engine configuration, complete with all manufacturer's standard equipment.
56. Base Model Price for **Dodge Journey Mid-Size Crossover** - Front wheel drive, 2.4L DOHC, flex fuel, SE Base Model with 29E package complete with all manufacturer's standard equipment.
57. Base Model Price for **Dodge Durango Sport Utility** - Base Model, rear wheel drive, 3.6L V6 Engine, Flex Fuel, complete with all manufacturer's standard equipment.
58. Base Model Price for **Dodge Charger Pursuit Police Package** - Base model, 3.6L, flex fuel vehicle on 6 cylinder model, 292 horsepower, complete with all manufacture's standard equipment.
59. Base Model Price for **Dodge Durango Full Size SUV Special Service** - Base Model, rear wheel drive, 3.6L Engine, 6-cyl standard, 8 speed automatic standard, complete with all manufacturer's standard equipment.
60. Base Model Price for **Dodge Durango (AWD) Pursuit Police Package** - Base Model, AWD, 3.6L V-6 Engine, 8 speed automatic standard, complete with all manufacturer's standard equipment.
61. Base Model Price for **Dodge RAM 1500 Special Services Pickup** - Base Model, Crew Cab, 4X4, 5.7L V8 Hemi, 8 speed automatic, complete with all manufacturer's standard equipment.
62. Base Model Price for **Dodge RAM 2500HD Special Services Pickup** - Base Model, Crew Cab, 4X4, 6.4L V8 Hemi, 8 speed automatic, complete with all manufacturer's standard equipment.
63. Base Model Price for **Dodge RAM 3500HD Special Services Pickup** - Base Model, Crew Cab, 4X4, 6.4L V8 Hemi, 8 speed automatic, complete with all manufacturer's standard equipment.
64. Base Model Price for **Dodge RAM Tradesman 1500 Full Size Truck** - ST Base Model, 1/2-ton, Regular Cab, 4X2, 3.6L V6, 8 speed automatic, short bed, with flex fuel availability, complete with all manufacturer's standard equipment.
65. Base Model Price for **Dodge RAM 1500 (REV) Full Size Truck** - Base Model, Crew Cab, complete with all manufacturer's standard equipment.
66. Base Model Price for **Dodge RAM Tradesman 2500 Full Size Truck** - ST Base Model, 3/4-ton, regular cab, 4X2, 5.7L V8, automatic, complete with all manufacturer's standard equipment.
67. Base Model Price for **Dodge RAM Tradesman 3500 Full Size Truck** - ST Base Model, 1-ton, regular cab, 4X2, 5.7L V8, automatic, regular bed, complete with all manufacturer's standard equipment.
68. Base Model Price for **Dodge RAM Tradesman 3500 Chassis Cab Truck** - ST Base model with 6.4L V8, automatic, complete with all manufacturer's standard equipment.
69. Base Model Price for **Dodge RAM ProMaster City Cargo Van** - Base model, 2.4L engine, 9-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.
70. Base Model Price for **Dodge RAM ProMaster City Passenger Van** - Base model, 2.4L engine, 9-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.
71. Base Model Price for **Dodge RAM 1500 ProMaster Cargo Van (Low Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.
72. Base Model Price for **Dodge RAM 1500 ProMaster Cargo Van (High Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, High Roof, complete with all manufacturer's standard equipment.
73. Base Model Price for **Dodge RAM 2500 ProMaster Cargo Van (Low Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.
74. Base Model Price for **Dodge RAM 2500 ProMaster Cargo Van (High Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, High Roof, complete with all manufacturer's standard equipment.
75. Base Model Price for **Dodge RAM 3500 ProMaster Cargo Van (Low Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.
76. Base Model Price for **Dodge RAM 3500 ProMaster Cargo Van (High Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, High Roof, complete with all manufacturer's standard equipment.
77. Base Model Price for **Dodge RAM 2500 ProMaster Window Passenger Van** - Base model, 3.6L V6 engine, 6-spd automatic, complete with all manufacturer's standard equipment.
78. Base Model Price for **Dodge RAM 3500 ProMaster Window Passenger Van** - Base model, 3.6L V6 engine, 6-spd automatic, complete with all manufacturer's standard equipment.
79. Base Model Price for **Dodge RAM 3500 ProMaster Cutaway Chassis Van** - Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment.

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Section 8: Jeep Vehicles

80. Base Model Price for **Jeep Cherokee** - Base model, 2.4 Liter engine, 9-Spd automatic, complete with all manufacturer's standard equipment.
81. Base Model Price for **Jeep Grand Cherokee Laredo Sport Utility** - Base model, Rear wheel drive, 3.6L V6 engine with 8 speed automatic, 4x2, complete with all manufacturer's standard equipment.
82. Base Model Price for **Jeep Grand Cherokee Laredo (Electric Hybrid) Sport Utility** - Base model, Rear wheel drive, 2.0L engine, 4x2, complete with all manufacturer's standard equipment.
83. Base Model Price for **Jeep Renegade Sport Utility** - Base model, 1.4L I4 Multi Air Engine with A/C, complete with all manufacturer's standard equipment.
84. Base Model Price for **Jeep Wrangler Sport Utility** - Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment.
85. Base Model Price for **Jeep Compass** - Base model, 2.0 Liter engine, 8-Spd automatic, complete with all manufacturer's standard equipment.
86. Base Model Price for **Jeep Wagoneer** - Base model, 5.7L V8 engine, 8-Spd automatic, complete with all manufacturer's standard equipment.
87. Base Model Price for **Jeep Grand Wagoneer** - Base model, 6.4L V8 engine, 8-Spd automatic, complete with all manufacturer's standard equipment.

Section 9: Chrysler/Dodge/Jeep Model Vehicles OPTIONS and EQUIPMENT

88. 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.
89. 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.
90. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
91. Discount (%) off **Extended Service Maintenance Agreements.**
92. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 10: Chrysler/Dodge/Jeep Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

93. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service.
94. **Not to Exceed** hourly labor rate for Paint and Body Repair.
95. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles.

Section 11: Ford Vehicles

96. Base Model Price for **Ford Mustang** - Two door, 2.3L EcoBoost engine, complete with all manufacturer's standard equipment.
97. Base Model Price for **Ford Mustang Mach E** - Two door, Electric engine, complete with all manufacturer's standard equipment.
98. Base Model Price for **Ford EcoSport** - S Trim Package, 2.0L Ti-VCT engine, complete with all manufacturer's standard equipment.
99. Base Model Price for **Ford Escape Base Sport Utility** - Base Trim Package, 1.5L EcoBoost engine, complete with all manufacturer's standard equipment.
100. Base Model Price for **Ford Edge Sport Utility** - SE Trim Package, four doors, 2.0L EcoBoost engine, complete with all manufacturer's standard equipment.
101. Base Model Price for **Ford Bronco Sport Base** - Base Trim Package, 1.5L EcoBoost engine, complete with all manufacturer's standard equipment.
102. Base Model Price for **Ford Bronco Base** - Base Trim Package, 2.3L EcoBoost I-4 engine, 10 speed automatic transmission, complete with all manufacturer's standard equipment.
103. Base Model Price for **Ford Explorer Base Sport Utility** - Base package; 2.3L EcoBoost I4 engine, complete with all manufacturer's standard equipment.

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104. Base Model Price for **Ford Police F-150 SSV** – Crew Cab, Four door, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.
105. Base Model Price for **Ford Police F-150 Lighting Pro SSV** – Crew Cab, Four door, Electric engine, complete with all manufacturer's standard equipment.
106. Base Model Price for **Ford Police Interceptor Sport Utility** - AWD, 3.3L HEV engine complete with all manufacturer's standard equipment.
107. Base Model Price for **Ford Expedition SSV Utility** – 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.
108. Base Model Price for **Ford Expedition SSV Extended Length Utility** - Expedition SSV Extended length trim package, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.
109. Base Model Price for **Ford Police Transit Van -** Prisoner Transport Vehicle, SRW, 3.5L PFDI V6 engine, complete with all manufacturer's standard equipment.
110. Base Model Price for **Ford Police Transit Van -** Prisoner Transport Vehicle, DRW, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.
111. Base Model Price for **Ford Expedition XL STX Sport Utility** - Expedition XL Trim Package, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.
112. Base Model Price for **Ford Expedition EL Sport Utility** - Expedition XL Extended length trim package, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.
113. Base Model Price for **Ford Ranger Truck** - Super Cab (R1A); XL Package, 2.3L EcoBoost I4 Engine, complete with all manufacturer's standard equipment.
114. Base Model Price for **Ford Maverick Truck** - Super Cab, XL Package, 2.5L Full Hybrid Engine (FHEV), complete with all manufacturer's standard equipment.
115. Base Model Price for **Ford F-150 Truck** - Regular Cab (F1C), 1/2-ton, regular cab, 4x2, 6.5' Bed, 3.3L Ti-VCT V6, complete with all manufacturer's standard equipment.
116. Base Model Price for **Ford F-150 Truck** - Regular Cab CNG/LPG, 1/2-ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, compete with all manufacturer's standard equipment.
117. Base Model Price for **Ford F-150 Lighting Pro Truck** - Regular Cab, Electric, 1/2-ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment.
118. Base Model Price for **Ford F-250 Truck** - Regular Cab (F2A), 3/4-ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.
119. Base Model Price for **Ford F-350 Truck (SRW)** - Regular Cab (F3A), 1 ton, 6.2L V8 engine, automatic transmission, 4x2 SRW, TorqShift 10-Speed SelectShift Automatic, 8' Bed, complete with all manufacturer's standard equipment.
120. Base Model Price for **Ford F-350 Truck (DRW)** - Regular Cab (F3A), 1 ton, 6.2L V8 engine, automatic transmission, 4x2 DRW, TorqShift 10-Speed SelectShift Automatic, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.
121. Base Model Price for **Ford 450 Truck** – 7.3L PFI V8, Regular Cab, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.
122. Base Model Price for **Ford 550 Truck** – 7.3L PFI V8, Regular Cab, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.
123. Base Model Price for **Ford 600 Truck** – 7.3L PFI V8, Regular Cab, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.
124. Base Model Price for **Ford Transit Connect Passenger Wagon** - Transit Connect Wagon, 2.0L GDI I4 engine, complete with all manufacturer's standard equipment.
125. Base Model Price for **Ford Transit Connect Cargo Van** - Transit Connect Van, 2.0L GDI I4 engine, complete with all manufacturer's standard equipment.
126. Base Model Price for **Ford T-150 Transit Cargo Van (Low Roof)** - 3.5L PFDi V6 engine, 8670lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.
127. Base Model Price for **Ford T-150 Transit Cargo Van (Medium Roof)** - 3.5L PFDi V6 engine, 8670lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.
128. Base Model Price for **Ford T-250 Transit Cargo Van (Low Roof)** - 3.5L PFDi V6 engine, 9070lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.
129. Base Model Price for **Ford T-250 Transit Cargo Van (Medium Roof)** - 3.5L PFDi V6 engine, 9070lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

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130. Base Model Price for **Ford T-250 Transit Cargo Van (High Roof)** - 3.5L PFDi V6 engine, 9070lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.
131. Base Model Price for **Ford T-350 Transit Cargo Van (Low Roof)** - 3.5L PFDi V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.
132. Base Model Price for **Ford T-350 Transit Cargo Van (Medium Roof)** - 3.5L PFDi V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.
133. Base Model Price for **Ford T-350 Transit Cargo Van (High Roof)** - 3.5L PFDi V6 engine, 9500lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.
134. Base Model Price for **Ford T-350 Transit Passenger Van (Low Roof)** - Seating for 12, 3.5L PDFI V6 engine, 9250lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.
135. Base Model Price for **Ford T-350 Transit Passenger Van (Medium Roof)** - Seating for 12, 3.5L PDFI V6 engine, 9250lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.
136. Base Model Price for **Ford T-350 Transit Passenger Van (High Roof)** - Seating for 12, 3.5L PDFI V6 engine, 9250lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.
137. Base Model Price for **Ford T-350 Transit Passenger Van (Low Roof)** - Seating for 15, 3.5L PDFI V6 engine, 9400lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.
138. Base Model Price for **Ford T-350 Transit Passenger Van (Medium Roof)** - Seating for 15, 3.5L PDFI V6 engine, 9400lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.
139. Base Model Price for **Ford T-350 Transit Passenger Van (High Roof)** - Seating for 15, 3.5L PDFI V6 engine, 9400lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.
140. Base Model Price for **Ford T-250 Transit Cutaway Chassis** - 3.5L V6 engine, 9070lbs GVWR, complete with all manufacturer's standard equipment.
141. Base Model Price for **Ford T-250 Transit Chassis Cab** - 3.5L V6 engine, 9070lbs GVWR, complete with all manufacturer's standard equipment.
142. Base Model Price for **Ford T-350HD Transit Cutaway Chassis** - 3.5L V6 engine, DRW,9070lbs GVWR, complete with all manufacturer's standard equipment.
143. Base Model Price for **Ford T-350HD Transit Chassis Cab** - 3.5L V6 engine, DRW, 9070lbs GVWR, complete with all manufacturer's standard equipment.
144. Base Model Price for **Ford E-350 Cutaway Van Chassis** - 7.3L V8 engine, SRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.
145. Base Model Price for **Ford E-350 Cutaway Van Chassis** - 7.3L V8 engine, DRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.
146. Base Model Price for **Ford E-350 Stripped Chassis** – 7.3L V8 engine, DRW, 138" wheelbase, 11500lbs GVWR, complete with all manufacturer's standard equipment.
147. Base Model Price for **Ford E-450 Chassis Cab** – 7.3L V8, DRW, 158" wheelbase, 14,000lbs GVWR, complete with all manufacturer's standard equipment.
148. Base Model Price for **Ford E-450 Stripped Chassis** – 7.3L V8, DRW, 158" wheelbase, 14,500lbs GVWR, complete with all manufacturer's standard equipment.

Section 12: Ford Model Vehicles OPTIONS and EQUIPMENT

149. 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.
150. 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.
151. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
152. Discount (%) off **Extended Service Maintenance Agreements.**
153. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 13: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

154. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service.
155. **Not to Exceed** hourly labor rate for Paint and Body Repair.
156. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles.

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Section 14: Honda Vehicles

157. Base Model Price for **Honda Accord** - Base model, 2.4L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
158. Base Model Price for **Honda Accord Hybrid**- Base model, 2.4L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
159. Base Model Price for **Honda Civic** - Base model, 1.8L SOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
160. Base Model Price for **Honda Civic Hatchback** - Base model, 1.8L SOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
161. Base Model Price for **Honda Civic Si** - Base model, 1.8L SOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
162. Base Model Price for **Honda CR-V** - Base model, 2.4L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
163. Base Model Price for **Honda CR-V Hybrid** - Base model, 204 HP Two-Motor Hybrid Powertrain, complete with all manufacturer's standard equipment.
164. Base Model Price for **Honda HR-V** - Base model, 16-Valve SOHC i-VTEC engine, complete with all manufacturer's standard equipment.
165. Base Model Price for **Honda Insight** - Base model, 1.5L SOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
166. Base Model Price for **Honda Odyssey LX** - Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.
167. Base Model Price for **Honda Passport** - Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.
168. Base Model Price for **Honda Pilot LX** - Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.
169. Base Model Price for **Honda Ridgeline RT** - Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.

Section 15: Honda Model Vehicles OPTIONS and EQUIPMENT

170. 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.
171. 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.
172. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
173. Discount (%) off **Extended Service Maintenance Agreements.**
174. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 16: Honda Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

175. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service.
176. **Not to Exceed** hourly labor rate for Paint and Body Repair.
177. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles.

Section 17: Nissan Vehicles

178. Base Model Price for **Nissan Versa Sedan** - Base model, 1.6L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
179. Base Model Price for **Nissan Sentra** - Base model, 1.8L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
180. Base Model Price for **Nissan Leaf** - Base model, 40kw AC Synchronous motor, 24kWh lithium-ion Battery, 3.6kW onboard charger, cylinder engine, complete with all manufacturer's standard equipment.
181. Base Model Price for **Nissan Altima** - Base model, 2.5L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
182. Base Model Price for **Nissan Maxima** - Base model, 3.5L DOHC 6-cylinder engine, complete with all manufacturer's standard equipment.

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183. Base Model Price for **Nissan Frontier** - Base model, 2.5L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
184. Base Model Price for **Nissan Titan** - Base model, 5.6L DOHC V8 engine, complete with all manufacturer's standard equipment.
185. Base Model Price for **Nissan Titan XD** - Base model, 400HP V8 engine, complete with all manufacturer's standard equipment.
186. Base Model Price for **Nissan Rogue** - Base model, 2.5L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
187. Base Model Price for **Nissan Rogue Sport** - Base model, 2.0L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
188. Base Model Price for **Nissan Kicks** - Base model, 1.6L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
189. Base Model Price for **Nissan Murano** - Base model, 3.5L DOHC 6-cylinder engine, complete with all manufacturer's standard equipment.
190. Base Model Price for **Nissan Pathfinder** - Base model, 3.5L DOHC 6-cylinder engine, complete with all manufacturer's standard equipment.
191. Base Model Price for **Nissan Armada** - Base model, 5.6L DOHC V8 engine, complete with all manufacturer's standard equipment.
192. Base Model Price for **Nissan Ariya Electric** - Base model, 87 kWh battery, complete with all manufacturer's standard equipment.

Section 18: Nissan Model Vehicles OPTIONS and EQUIPMENT

193. 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.
194. 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.
195. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
196. Discount (%) off **Extended Service Maintenance Agreements.**
197. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 19: Nissan Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

198. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service.
199. **Not to Exceed** hourly labor rate for Paint and Body Repair.
200. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles.

Section 20: Police Motorcycles - BMW

201. Base Model Price for **BMW R1250RT-P Police Motorcycle** - 1170 cc flat twin engine, 6 speed gearbox and shaft drive, equipped with standard police equipment.

Section 21: Police Motorcycles - Harley Davidson

202. Base Model Price for **Harley-Davidson Road King FLHP Police Motorcycle** w/ Fork Mounted Windshield - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch, equipped with standard police equipment.
203. Base Model Price for **Harley-Davidson Electra Glide FLHTP Police Motorcycle** w/ Fork Mounted Fairing - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch, equipped with standard police equipment.
204. Base Model Price for **Harley-Davidson Rescue Electra Glide FLHTP Police Motorcycle** w/ Fork Mounted Fairing - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch, equipped with standard police equipment.
205. Base Model Price for **Harley-Davidson Rescue Road King FLHTP Police Motorcycle** w/ Fork Mounted Fairing - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch, equipped with standard police equipment.

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Section 22: Police Motorcycles - Honda

206. Base Model Price for **Honda ST1300 PA Police Motorcycle** - 1261 cc DOHC 90 V4 engine, equipped with standard police equipment.
207. Base Model Price for **Honda Gold Wing GL1800B Police Motorcycle** - 1833 cc, Horizontally opposed six (6) cylinder, Six speed transmission, ABS braking, Slipper clutch, Cruise control, radar and traffic capable, equipped with standard police equipment.

Section 23: Police Motorcycles - Yamaha

208. Base Model Price for **Yamaha FJR1300 Police Motorcycle** – 1298 cc, liquid -cooled, DOHC inline 4-cylinder, 16 valve engine, equipped with standard police equipment.

Section 24: Police Motorcycles OPTIONS and EQUIPMENT

209. 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.
210. 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.
211. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
212. Discount (%) off **Extended Service Maintenance Agreements.**
213. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 25: Police Motorcycles Delivery Fees and Labor Rate for Installation and Repair Service

214. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service.
215. **Not to Exceed** hourly labor rate for Paint and Body Repair.
216. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles.

Section 26: Toyota Vehicles

217. Base Model Price for **Toyota Camry Sedan** - LE Model, complete with all manufacturer's standard equipment.
218. Base Model Price for **Toyota Camry Hybrid Sedan** - LE model complete with all manufacturer's standard equipment.
219. Base Model Price for **Toyota Corolla Sedan** - LE Model, 1.8L, CVT transmission, complete with all manufacturer's standard equipment.
220. Base Model Price for **Toyota Corolla Sedan Hybrid** - LE Model, 1.8L, CVT transmission, complete with all manufacturer's standard equipment.
221. Base Model Price for **Toyota Crown** - XLE Model, 2.5L Inline 4-Cylinder or Hybrid MAX complete with all manufacturer's standard equipment.
222. Base Model Price for **Toyota Prius Hybrid Hatchback** - LE model, complete with all manufacturer's standard equipment.
223. Base Model Price for **Toyota Prius C Hybrid Hatchback -** L Model 5-door, complete with all manufacturer's standard equipment.
224. Base Model Price for **Toyota Tundra Truck** - Extended cab, 5.7L V8, 6-speed automatic, complete with all manufacturer's standard equipment.
225. Base Model Price for **Toyota Tacoma Pickup Truck** - Extended cab, SR model, 4x2, complete with all manufacturer's standard equipment.
226. Base Model Price for **Toyota RAV4 Sport Utility** - LE model, complete with all manufacturer's standard equipment.
227. Base Model Price for **Toyota RAV4 Hybrid Sport Utility** - LE model, complete with all manufacturer's standard equipment.
228. Base Model Price for **Toyota Highlander** - LE model, 2.7L I4 complete with all manufacturer's standard equipment.
229. Base Model Price for **Toyota Highlander Hybrid** - LE model V6 complete with all manufacturer's standard equipment.
230. Base Model Price for **Toyota 4Runner** - Base model 4x2 SR5 V6 complete with all manufacturer's standard equipment.
231. Base Model Price for **Toyota Sequoia Sport Utility** - SR5 Model, complete with all manufacturer's standard equipment.
232. Base Model Price for **Toyota Sienna Passenger Van** - LE Model complete with all manufacturer's standard equipment.

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Section 27: Toyota Model Vehicles OPTIONS and EQUIPMENT

233. 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.
234. 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.
235. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
236. Discount (%) off **Extended Service Maintenance Agreements.**
237. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 28: Toyota Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

238. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service.
239. **Not to Exceed** hourly labor rate for Paint and Body Repair.
240. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles.

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

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

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

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

☐ Reviewed/Completed: **Proposal Specifications, 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.*

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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.

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"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 immediately, but in no event later than the 10th 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.

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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.

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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;

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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.

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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.

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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.

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(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.

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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.

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(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.

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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. 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.

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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 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 no later than the 10th 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 90th 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 LIABILIY 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.

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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.)

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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 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.

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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.

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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.

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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.

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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 Format: <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)

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. **Do not include:** -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

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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). **This should <u>not</u> be a numeric value.**	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. **Do not provide:** -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. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Discount Percent **OR** 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. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A

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Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. **Do not provide:** -A link to the home page of your website	Text	1000
Vendor Thumnail Image Url	Optional	A link to a catalog product **thumbnail** 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	(https://www.unspsc.org/) 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

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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 no later than the 10th 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.

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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.

BuyBoard PURCHASING COOPERATIVE

The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services No. 724-23

1. Base Model Price for **Chevrolet Trailblazer Sport Utility** – LS base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Trailblazer Sport Utility	$19,990.00	Yes
5 Star Chevrolet	Chevrolet Trailblazer Sport Utility	$20,475.00	Yes
Gunn Chevrolet	Chevrolet Trailblazer Sport Utility	$21,083.00	No
Sewell Family of Companies	Chevrolet Trailblazer Sport Utility	$21,736.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Trailblazer Sport Utility	$24,463.00	No

2. Base Model Price for **Chevrolet Blazer Sport Utility** – 2LT base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Chevrolet Blazer Sport Utility	$23,791.00	Yes
Caldwell Country Chevrolet	Chevrolet Blazer Sport Utility	$30,500.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Blazer Sport Utility	$31,109.60	Yes
5 Star Chevrolet	Chevrolet Blazer Sport Utility	$31,234.00	Yes
Gunn Chevrolet	Chevrolet Blazer Sport Utility	$31,458.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Blazer Sport Utility	$34,298.00	No

3. Base Model Price for **Chevrolet Malibu Mid-Size Sedan** - LS base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Malibu Mid-Size Sedan	$20,740.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Malibu Mid-Size Sedan	$21,669.80	Yes
5 Star Chevrolet	Chevrolet Malibu Mid-Size Sedan	$21,794.00	Yes
Gunn Chevrolet	Chevrolet Malibu Mid-Size Sedan	$22,097.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Malibu Mid-Size Sedan	$23,688.00	No
Sewell Family of Companies	Chevrolet Malibu Mid-Size Sedan	$23,965.00	No

4. Base Model Price for **Chevrolet Trax Sport Utility** – LS base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Trax Sport Utility	$18,975.00	Yes

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4. Base Model Price for **Chevrolet Trax Sport Utility** – LS base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Trax Sport Utility	$18,978.00	Yes
Gunn Chevrolet	Chevrolet Trax Sport Utility	$19,673.00	Yes
Sewell Family of Companies	Chevrolet Trax Sport Utility	$19,950.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Trax Sport Utility	$20,848.00	No

5. Base Model Price for **Chevrolet Traverse (FWD) Sport Utility** – LS FWD base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Traverse (FWD) Sport Utility	$27,721.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Traverse (FWD) Sport Utility	$31,691.00	Yes
Caldwell Country Chevrolet	Chevrolet Traverse (FWD) Sport Utility	$31,900.00	Yes
Sewell Family of Companies	Chevrolet Traverse (FWD) Sport Utility	$33,370.00	No
PARKWAY CHEVROLET INC.	Chevrolet Traverse (FWD) Sport Utility	$34,115.00	No

6. Base Model Price for **Chevrolet Traverse (AWD) Sport Utility** – LS AWD base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Traverse (AWD) Sport Utility	$29,569.00	Yes
Caldwell Country Chevrolet	Chevrolet Traverse (AWD) Sport Utility	$33,450.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Traverse (AWD) Sport Utility	$33,477.00	Yes
Sewell Family of Companies	Chevrolet Traverse (AWD) Sport Utility	$35,220.00	No
PARKWAY CHEVROLET INC.	Chevrolet Traverse (AWD) Sport Utility	$35,815.00	No

7. Base Model Price for **Chevrolet Equinox (FWD) Sport Utility** - LS FWD base model, complete with all manufacturer's standard equipment

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Equinox (FWD) Sport Utility	$21,970.00	Yes
5 Star Chevrolet	Chevrolet Equinox (FWD) Sport Utility	$22,603.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Equinox (FWD) Sport Utility	$22,709.40	Yes
Gunn Chevrolet	Chevrolet Equinox (FWD) Sport Utility	$22,785.00	Yes

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7. Base Model Price for **Chevrolet Equinox (FWD) Sport Utility** - LS FWD base model, complete with all manufacturer's standard equipment

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LAKE COUNTRY CHEVROLET, INC	Chevrolet Equinox (FWD) Sport Utility	$24,123.00	No
Sewell Family of Companies	Chevrolet Equinox (FWD) Sport Utility	$25,775.00	No

8. Base Model Price for **Chevrolet Equinox (AWD) Sport Utility** – LS AWD base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Equinox (AWD) Sport Utility	$23,100.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Equinox (AWD) Sport Utility	$23,956.80	Yes
5 Star Chevrolet	Chevrolet Equinox (AWD) Sport Utility	$24,081.00	Yes
Gunn Chevrolet	Chevrolet Equinox (AWD) Sport Utility	$24,263.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Equinox (AWD) Sport Utility	$25,521.00	No
Sewell Family of Companies	Chevrolet Equinox (AWD) Sport Utility	$27,252.00	No

9. Base Model Price for **Chevrolet Tahoe Sport Utility** – LS 2WD base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Tahoe Sport Utility	$43,406.00	Yes
Caldwell Country Chevrolet	Chevrolet Tahoe Sport Utility	$45,670.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Tahoe Sport Utility	$49,542.00	Yes
Sewell Family of Companies	Chevrolet Tahoe Sport Utility	$49,879.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Tahoe Sport Utility	$50,542.20	No

10. Base Model Price for **Chevrolet Suburban Sport Utility** - LS 2WD, 1/2-ton, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Suburban Sport Utility	$46,254.00	Yes
Caldwell Country Chevrolet	Chevrolet Suburban Sport Utility	$49,925.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Suburban Sport Utility	$52,041.00	Yes
Sewell Family of Companies	Chevrolet Suburban Sport Utility	$52,625.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Suburban Sport Utility	$57,795.00	No

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11. Base Model Price for **Chevrolet Colorado Extended Cab Truck** - Extended cab, 2WD, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Colorado Extended Cab Truck	$26,275.00	Yes
5 Star Chevrolet	Chevrolet Colorado Extended Cab Truck	$26,998.00	Yes
Sewell Family of Companies	Chevrolet Colorado Extended Cab Truck	$28,275.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Colorado Extended Cab Truck	$29,392.00	No
PARKWAY CHEVROLET INC.	Chevrolet Colorado Extended Cab Truck	$31,495.00	No

12. Base Model Price for **Chevrolet Silverado 1500 Full Size Regular Cab Truck** - 1/2-ton, Regular Cab, Standard bed, 2WD, WT base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Silverado 1500 Full Size Regular Cab Truck	$31,560.00	Yes
Gunn Chevrolet	Chevrolet Silverado 1500 Full Size Regular Cab Truck	$33,294.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Silverado 1500 Full Size Regular Cab Truck	$33,860.80	Yes
5 Star Chevrolet	Chevrolet Silverado 1500 Full Size Regular Cab Truck	$33,985.00	Yes
Sewell Family of Companies	Chevrolet Silverado 1500 Full Size Regular Cab Truck	$34,126.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Silverado 1500 Full Size Regular Cab Truck	$35,268.00	No

13. Base Model Price for **Chevrolet Silverado 1500 Full Size Double Cab Truck** - 1/2-ton, Double Cab, Standard bed, 2WD, WT base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Silverado 1500 Full Size Double Cab Truck	$32,440.00	Yes
Gunn Chevrolet	Chevrolet Silverado 1500 Full Size Double Cab Truck	$34,216.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Silverado 1500 Full Size Double Cab Truck	$35,133.10	Yes
5 Star Chevrolet	Chevrolet Silverado 1500 Full Size Double Cab Truck	$35,258.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Silverado 1500 Full Size Double Cab Truck	$36,742.00	No
Sewell Family of Companies	Chevrolet Silverado 1500 Full Size Double Cab Truck	$37,198.00	No

14. Base Model Price for **Chevrolet Silverado 1500 Full Size Crew Cab Truck** - 1/2-ton, Crew Cab, Standard bed, 2WD, WT base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Silverado 1500 Full Size Crew Cab Truck	$34,100.00	Yes

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14. Base Model Price for **Chevrolet Silverado 1500 Full Size Crew Cab Truck** - 1/2-ton, Crew Cab, Standard bed, 2WD, WT base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Chevrolet	Chevrolet Silverado 1500 Full Size Crew Cab Truck	$36,351.00	Yes
5 Star Chevrolet	Chevrolet Silverado 1500 Full Size Crew Cab Truck	$37,392.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Silverado 1500 Full Size Crew Cab Truck	$37,546.80	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Silverado 1500 Full Size Crew Cab Truck	$38,962.00	No
Sewell Family of Companies	Chevrolet Silverado 1500 Full Size Crew Cab Truck	$39,715.00	No

15. Base Model Price for **Chevrolet Silverado 2500HD Full Size Truck** - 3/4-ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Silverado 2500HD Full Size Truck	$37,665.00	Yes
Gunn Chevrolet	Chevrolet Silverado 2500HD Full Size Truck	$38,924.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Silverado 2500HD Full Size Truck	$39,670.40	Yes
Sewell Family of Companies	Chevrolet Silverado 2500HD Full Size Truck	$39,709.00	Yes
5 Star Chevrolet	Chevrolet Silverado 2500HD Full Size Truck	$39,795.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Silverado 2500HD Full Size Truck	$41,617.00	No

16. Base Model Price for **Chevrolet Silverado 3500HD Full Size Truck** - 1-ton, Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Silverado 3500HD Full Size Truck	$38,990.00	Yes
Gunn Chevrolet	Chevrolet Silverado 3500HD Full Size Truck	$40,024.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Silverado 3500HD Full Size Truck	$40,769.60	Yes
Sewell Family of Companies	Chevrolet Silverado 3500HD Full Size Truck	$40,810.00	Yes
5 Star Chevrolet	Chevrolet Silverado 3500HD Full Size Truck	$40,894.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Silverado 3500HD Full Size Truck	$41,857.00	No

17. Base Model Price for **Chevrolet Colorado Chassis Extended Cab** - Colorado Chassis Extended Cab, 2WD, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Colorado Chassis Extended Cab	$27,110.00	Yes

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17. Base Model Price for **Chevrolet Colorado Chassis Extended Cab** - Colorado Chassis Extended Cab, 2WD, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Chevrolet Colorado Chassis Extended Cab	$28,275.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Colorado Chassis Extended Cab	$29,392.00	No

18. Base Model Price for **Chevrolet Silverado 3500HD Chassis Cab** - Silverado 3500 Chassis Cab, 2WD, Regular Cab, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Silverado 3500HD Chassis Cab	$37,840.00	Yes
Gunn Chevrolet	Chevrolet Silverado 3500HD Chassis Cab	$38,999.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Silverado 3500HD Chassis Cab	$39,845.20	Yes
Sewell Family of Companies	Chevrolet Silverado 3500HD Chassis Cab	$40,165.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Silverado 3500HD Chassis Cab	$40,852.00	No
5 Star Chevrolet	Chevrolet Silverado 3500HD Chassis Cab	$43,237.00	No

19. Base Model Price for **Chevrolet Express Cutaway Van** - Chevrolet Express Cutaway Van, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Express Cutaway Van	$26,990.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Express Cutaway Van	$28,768.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Express Cutaway Van	$29,866.00	Yes
5 Star Chevrolet	Chevrolet Express Cutaway Van	$29,987.00	Yes
Gunn Chevrolet	Chevrolet Express Cutaway Van	$30,439.50	No
Sewell Family of Companies	Chevrolet Express Cutaway Van	$33,235.00	No

20. Base Model Price for **Chevrolet Tahoe (PPV) Police Package** - 2WD, Police package with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Tahoe (PPV) Police Package	$39,355.00	Yes
Caldwell Country Chevrolet	Chevrolet Tahoe (PPV) Police Package	$39,550.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Tahoe (PPV) Police Package	$43,729.00	Yes
Sewell Family of Companies	Chevrolet Tahoe (PPV) Police Package	$44,325.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Tahoe (PPV) Police Package	$49,576.60	No

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21. Base Model Price for **Chevrolet Tahoe (SSV) Police Package** - 2WD, Police package with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Tahoe (SSV) Police Package	$41,462.00	Yes
Caldwell Country Chevrolet	Chevrolet Tahoe (SSV) Police Package	$42,130.00	Yes
Sewell Family of Companies	Chevrolet Tahoe (SSV) Police Package	$44,325.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Tahoe (SSV) Police Package	$45,909.00	No
PARKWAY CHEVROLET INC.	Chevrolet Tahoe (SSV) Police Package	$52,995.00	No

22. Base Model Price for **Chevrolet Silverado (SSV) Police Package** - 2WD, Police package with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
PARKWAY CHEVROLET INC.	Chevrolet Silverado (SSV) Police Package	$37,267.50	Yes
5 Star Chevrolet	Chevrolet Silverado (SSV) Police Package	$37,392.00	Yes
Caldwell Country Chevrolet	Chevrolet Silverado (SSV) Police Package	$38,560.00	Yes
Gunn Chevrolet	Chevrolet Silverado (SSV) Police Package	$40,292.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Silverado (SSV) Police Package	$41,938.00	No
Sewell Family of Companies	Chevrolet Silverado (SSV) Police Package	$45,000.00	No

23. Base Model Price for **Chevrolet Blazer EV (PPV) Police Package** - 2WD, Police package with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Blazer EV (PPV) Police Package	$55,715.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Blazer EV (PPV) Police Package	$56,842.00	Yes
5 Star Chevrolet	Chevrolet Blazer EV (PPV) Police Package	$56,967.00	Yes
Gunn Chevrolet	Chevrolet Blazer EV (PPV) Police Package	$58,648.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Blazer EV (PPV) Police Package	$59,498.00	No

24. Base Model Price for **Chevrolet Camaro Sport Sedan** – Coupe 1LS base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Chevrolet Camaro Sport Sedan	$25,850.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Camaro Sport Sedan	$28,860.00	Yes

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24. Base Model Price for **Chevrolet Camaro Sport Sedan** – Coupe 1LS base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Camaro Sport Sedan	$29,455.00	Yes
Gunn Chevrolet	Chevrolet Camaro Sport Sedan	$29,785.00	Yes
5 Star Chevrolet	Chevrolet Camaro Sport Sedan	$29,985.00	Yes

25. Base Model Price for **Chevrolet Silverado EV Electric Truck** - Electric truck, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Silverado EV Electric Truck	$70,842.00	Yes
Caldwell Country Chevrolet	Chevrolet Silverado EV Electric Truck	$72,900.00	Yes
Gunn Chevrolet	Chevrolet Silverado EV Electric Truck	$72,905.00	Yes
Sewell Family of Companies	Chevrolet Silverado EV Electric Truck	$73,905.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Silverado EV Electric Truck	$74,540.00	No

26. Base Model Price for **Chevrolet Blazer EV Electric Sport Utility** - Electric sport utility, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Blazer EV Electric Sport Utility	$50,371.00	Yes
Caldwell Country Chevrolet	Chevrolet Blazer EV Electric Sport Utility	$50,640.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Blazer EV Electric Sport Utility	$52,836.00	Yes
Gunn Chevrolet	Chevrolet Blazer EV Electric Sport Utility	$56,510.00	No
Sewell Family of Companies	Chevrolet Blazer EV Electric Sport Utility	$57,510.00	No

27. Base Model Price for **Chevrolet Equinox EV Electric Sport Utility** - Electric sport utility, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LAKE COUNTRY CHEVROLET, INC	Chevrolet Equinox EV Electric Sport Utility	$40,995.00	Yes
Caldwell Country Chevrolet	Chevrolet Equinox EV Electric Sport Utility	$41,170.00	Yes
5 Star Chevrolet	Chevrolet Equinox EV Electric Sport Utility	$42,635.00	No

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28. Base Model Price for **Chevrolet Bolt EV** - LT base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Bolt EV	$25,630.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Bolt EV	$26,815.00	Yes
Sewell Family of Companies	Chevrolet Bolt EV	$27,500.00	Yes
Caldwell Country Chevrolet	Chevrolet Bolt EV	$34,490.00	No

29. Base Model Price for **Chevrolet Bolt EUV All Electric Sport Utility** - EUV LT base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Bolt EUV All Electric Sport Utility	$26,891.00	Yes
Sewell Family of Companies	Chevrolet Bolt EUV All Electric Sport Utility	$27,700.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Bolt EUV All Electric Sport Utility	$27,998.00	Yes
Caldwell Country Chevrolet	Chevrolet Bolt EUV All Electric Sport Utility	$36,790.00	No

30. Base Model Price for **Chevrolet Express 2500 Full Size Cargo Van** - WT base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Express 2500 Full Size Cargo Van	$32,550.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Express 2500 Full Size Cargo Van	$34,092.80	Yes
5 Star Chevrolet	Chevrolet Express 2500 Full Size Cargo Van	$34,217.00	Yes
Gunn Chevrolet	Chevrolet Express 2500 Full Size Cargo Van	$34,436.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Express 2500 Full Size Cargo Van	$35,682.00	No
Sewell Family of Companies	Chevrolet Express 2500 Full Size Cargo Van	$38,487.00	No

31. Base Model Price for **Chevrolet Express 2500 Full Size Passenger Van** - LT base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
PARKWAY CHEVROLET INC.	Chevrolet Express 2500 Full Size Passenger Van	$37,689.60	Yes
5 Star Chevrolet	Chevrolet Express 2500 Full Size Passenger Van	$37,814.00	Yes
Gunn Chevrolet	Chevrolet Express 2500 Full Size Passenger Van	$38,133.00	Yes
Caldwell Country Chevrolet	Chevrolet Express 2500 Full Size Passenger Van	$38,450.00	Yes

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31. Base Model Price for **Chevrolet Express 2500 Full Size Passenger Van** - LT base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LAKE COUNTRY CHEVROLET, INC	Chevrolet Express 2500 Full Size Passenger Van	$39,084.00	No
Sewell Family of Companies	Chevrolet Express 2500 Full Size Passenger Van	$42,285.00	No

32. Base Model Price for **GMC Terrain Sport Utility** - SLE base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	GMC Terrain Sport Utility	$24,389.00	Yes
Sewell Family of Companies	GMC Terrain Sport Utility	$27,715.00	No

33. Base Model Price for **GMC Acadia Sport Utility** - SLE base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	GMC Acadia Sport Utility	$35,198.00	Yes

34. Base Model Price for **GMC Yukon Sport Utility** - SLE base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	GMC Yukon Sport Utility	$54,275.00	Yes

35. Base Model Price for **GMC Canyon Extended Cab Truck** - Extended cab, 2WD base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	GMC Canyon Extended Cab Truck	$35,390.00	Yes

36. Base Model Price for **GMC Sierra 1500 Full Size Truck** - 1/2-ton, Regular Cab, 2WD base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	GMC Sierra 1500 Full Size Truck	$33,533.00	Yes
Sewell Family of Companies	GMC Sierra 1500 Full Size Truck	$34,875.00	Yes

37. Base Model Price for **GMC Sierra 2500HD Full Size Truck** - 3/4-ton, Heavy Duty Regular Cab, 2WD base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	GMC Sierra 2500HD Full Size Truck	$39,391.00	Yes
Sewell Family of Companies	GMC Sierra 2500HD Full Size Truck	$40,350.00	Yes

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38. Base Model Price for **GMC Sierra 2500HD Full Size Truck** - 1-ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	GMC Sierra 2500HD Full Size Truck	$40,451.00	Yes
Sewell Family of Companies	GMC Sierra 2500HD Full Size Truck	$41,450.00	Yes

39. Base Model Price for **GMC Sierra 3500HD Chassis Cab** – Chassis Cab, 2WD, Regular Cab, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	GMC Sierra 3500HD Chassis Cab	$40,075.00	Yes
Sewell Family of Companies	GMC Sierra 3500HD Chassis Cab	$40,625.00	Yes

40. Base Model Price for **GMC Savana 2500 Full Size Cargo Van** – Cargo Van, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	GMC Savana 2500 Full Size Cargo Van	$34,736.00	Yes
Sewell Family of Companies	GMC Savana 2500 Full Size Cargo Van	$37,755.00	No

41. Base Model Price for **GMC Savana 2500 Full Size Passenger Van** – Passenger Van, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	GMC Savana 2500 Full Size Passenger Van	$38,332.00	Yes
Sewell Family of Companies	GMC Savana 2500 Full Size Passenger Van	$39,835.00	No

42. Base Model Price for **GMC Savana 2500 Cutaway Van** – Cutaway Van, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	GMC Savana 2500 Cutaway Van	$30,539.00	Yes
Sewell Family of Companies	GMC Savana 2500 Cutaway Van	$34,139.00	No

43. Base Model Price for **Buick Encore Sport Utility** - 1SB base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	Buick Encore Sport Utility	$24,524.00	Yes
Sewell Family of Companies	Buick Encore Sport Utility	$25,285.00	Yes

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44. Base Model Price for **Buick Enclave (FWD) Sport Utility** - 1SD FWD base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	Buick Enclave (FWD) Sport Utility	$39,113.00	Yes
Sewell Family of Companies	Buick Enclave (FWD) Sport Utility	$41,758.00	No

45. 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 (Chevrolet/GMC/Buick).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Caldwell Country Chevrolet	Caldwell Country Chevrolet price list	5%	Yes
Gunn Buick, GMC Ltd	Gunn Buick, GMC price list	3%	Yes
Sewell Family of Companies	Sewell Family of Companies price list	2%	Yes
Gunn Chevrolet	Gunn Chevrolet price list	3%	Yes
LAKE COUNTRY CHEVROLET, INC	Lake Country Chevrolet price list	5%	Yes
5 Star Chevrolet	5 Star Chevrolet price list	5%	Yes
PARKWAY CHEVROLET INC.	Parkway Chevrolet price list	6%	Yes

46. 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

Vendor Name	Vendor Catalog Information	Percent Discount	Award
DPF Alternatives	DPF Alternatives price list	0%	No
Caldwell Country Chevrolet	Caldwell Country Chevrolet price list	0%	Yes
Texas Highway Products, LTD	Texas Highway Products price list	3%	No
Gunn Buick, GMC Ltd	Gunn Buick, GMC price list	0%	Yes
Gunn Chevrolet	Gunn Chevrolet price list	0%	Yes
LAKE COUNTRY CHEVROLET, INC	Lake Country Chevrolet price list	0%	Yes
5 Star Chevrolet	5 Star Chevrolet price list	30%	Yes
General Truck Body	General Truck Body price list	7%	Yes

47. Discount (%) off **Original Equipment Manufacturer (OEM) Parts** (Chevrolet/GMC/Buick).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Caldwell Country Chevrolet	Caldwell Country Chevrolet price list	5%	Yes

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47. Discount (%) off **Original Equipment Manufacturer (OEM) Parts** (Chevrolet/GMC/Buick).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Gunn Buick, GMC Ltd	Gunn Buick, GMC price list	20%	Yes
Sewell Family of Companies	Sewell Family of Companies price list	2%	Yes
Gunn Chevrolet	Gunn Chevrolet price list	20%	Yes
LAKE COUNTRY CHEVROLET, INC	Lake Country Chevrolet price list	5%	Yes
5 Star Chevrolet	5 Star Chevrolet price list	20%	Yes
Wood Alternator and Starter Service	Wood Alternator and Starter Service price list	0%	No

48. Discount (%) off **Extended Service Maintenance Agreements** (Chevrolet/GMC/Buick).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Caldwell Country Chevrolet	Caldwell Country Chevrolet price list	0%	Yes
Gunn Buick, GMC Ltd	Gunn Buick, GMC price list	0%	Yes
Gunn Chevrolet	Gunn Chevrolet price list	0%	Yes
LAKE COUNTRY CHEVROLET, INC	Lake Country Chevrolet price list	5%	Yes
5 Star Chevrolet	5 Star Chevrolet price list	20%	Yes

49. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles) (Chevrolet/GMC/Buick).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
5 Star Chevrolet	5 Star Chevrolet price list	8%	Yes
Caldwell Country Chevrolet	Caldwell Country Chevrolet price list	0%	Yes
LAKE COUNTRY CHEVROLET, INC	Lake Country Chevrolet price list	2%	Yes
Gunn Buick, GMC Ltd	Gunn Buick, GMC price list	0%	Yes
Gunn Chevrolet	Gunn Chevrolet price list	0%	Yes
Sewell Family of Companies	Sewell Family of Companies price list	0%	Yes

50. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
DPF Alternatives	Hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick)	$0.00	No

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50. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LAKE COUNTRY CHEVROLET, INC	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick)	$90.00	Yes
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick)	$100.00	Yes
5 Star Chevrolet	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick)	$120.00	Yes
Caldwell Country Chevrolet	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick)	$180.00	Yes
Gunn Buick, GMC Ltd	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick)	$185.00	Yes
Gunn Chevrolet	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick)	$185.00	Yes
Sewell Family of Companies	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick)	$209.00	Yes

51. **Not to Exceed** hourly labor rate for Paint and Body Repair (Chevrolet/GMC/Buick).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	Not to Exceed hourly labor rate for Paint and Body Repair (Chevrolet/GMC/Buick)	$48.00	Yes
Gunn Chevrolet	Not to Exceed hourly labor rate for Paint and Body Repair (Chevrolet/GMC/Buick)	$48.00	Yes
5 Star Chevrolet	Not to Exceed hourly labor rate for Paint and Body Repair (Chevrolet/GMC/Buick)	$75.00	Yes
LAKE COUNTRY CHEVROLET, INC	Not to Exceed hourly labor rate for Paint and Body Repair (Chevrolet/GMC/Buick)	$90.00	Yes
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Paint and Body Repair (Chevrolet/GMC/Buick)	$100.00	Yes
Caldwell Country Chevrolet	Not to Exceed hourly labor rate for Paint and Body Repair (Chevrolet/GMC/Buick)	$125.00	Yes

52. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick)	$1.49	Yes
Gunn Chevrolet	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick)	$1.75	Yes
Gunn Buick, GMC Ltd	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick)	$1.75	Yes

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52. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LAKE COUNTRY CHEVROLET, INC	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick)	$2.00	Yes
Sewell Family of Companies	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick)	$2.00	Yes
PARKWAY CHEVROLET INC.	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick)	$2.85	Yes
Caldwell Country Chevrolet	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick)	$4.00	Yes
Cap-A-Bus, Inc.	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick)	$100.00	Yes

53. Base Model Price for **Chrysler 300 Sedan** - Base sedan model, 3.6L, 8 speed automatic, flex fuel with 6 cyl engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Chrysler 300 Sedan	$35,000.00	Yes
Donalson CDJR, LLC	Chrysler 300 Sedan	$37,608.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Chrysler 300 Sedan	$38,368.50	No

54. Base Model Price for **Chrysler Pacifica Passenger Van** - Base model, standard 9 speed automatic transmission, on all trim levels, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Chrysler Pacifica Passenger Van	$37,510.00	Yes
GRAPEVINE DCJ, LLC	Chrysler Pacifica Passenger Van	$38,185.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Chrysler Pacifica Passenger Van	$38,568.50	Yes
Cameron Country CJDR	Chrysler Pacifica Passenger Van	$39,585.00	No
Donalson CDJR, LLC	Chrysler Pacifica Passenger Van	$43,588.00	No

55. Base Model Price for **Dodge Charger Sedan** - Base model, 3.6L, 8 speed Automatic, standard on all trim levels and platforms on charger, flex fuel on 6-cylinder engine configuration, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge Charger Sedan	$32,500.00	Yes
Sewell Family of Companies	Dodge Charger Sedan	$33,915.00	Yes
GRAPEVINE DCJ, LLC	Dodge Charger Sedan	$35,370.00	No

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55. Base Model Price for **Dodge Charger Sedan** - Base model, 3.6L, 8 speed Automatic, standard on all trim levels and platforms on charger, flex fuel on 6-cylinder engine configuration, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Donalson CDJR, LLC	Dodge Charger Sedan	$37,980.00	No

56. Base Model Price for **Dodge Journey Mid-Size Crossover** - Front wheel drive, 2.4L DOHC, flex fuel, SE Base Model with 29E package complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge Journey Mid-Size Crossover	$32,868.50	Yes
Donalson CDJR, LLC	Dodge Journey Mid-Size Crossover	$33,065.00	Yes

57. Base Model Price for **Dodge Durango Sport Utility** - Base Model, rear wheel drive, 3.6L V6 Engine, Flex Fuel, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
GRAPEVINE DCJ, LLC	Dodge Durango Sport Utility	$38,381.00	Yes
Sewell Family of Companies	Dodge Durango Sport Utility	$39,650.00	Yes
Donalson CDJR, LLC	Dodge Durango Sport Utility	$42,915.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge Durango Sport Utility	$44,740.50	No
Cameron Country CJDR	Dodge Durango Sport Utility	$49,550.00	No

58. Base Model Price for **Dodge Charger Pursuit Police Package** - Base model, 3.6L, flex fuel vehicle on 6 cylinder model, 292 horsepower, complete with all manufacture's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge Charger Pursuit Police Package	$33,185.00	Yes
GRAPEVINE DCJ, LLC	Dodge Charger Pursuit Police Package	$36,897.00	Yes
Donalson CDJR, LLC	Dodge Charger Pursuit Police Package	$37,669.00	Yes
Sewell Family of Companies	Dodge Charger Pursuit Police Package	$42,325.00	No

59. Base Model Price for **Dodge Durango Full Size SUV Special Service** - Base Model, rear wheel drive, 3.6L Engine, 6-cyl standard, 8 speed automatic standard, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge Durango Full Size SUV Special Service	$39,950.00	Yes
Sewell Family of Companies	Dodge Durango Full Size SUV Special Service	$41,433.00	Yes
Donalson CDJR, LLC	Dodge Durango Full Size SUV Special Service	$41,826.00	Yes

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60. Base Model Price for **Dodge Durango (AWD) Pursuit Police Package** - Base Model, AWD, 3.6L V-6 Engine, 8 speed automatic standard, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge Durango (AWD) Pursuit Police Package	$37,920.00	Yes
Dodge City of McKinney	Dodge Durango (AWD) Pursuit Police Package	$38,511.00	Yes
GRAPEVINE DCJ, LLC	Dodge Durango (AWD) Pursuit Police Package	$39,280.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge Durango (AWD) Pursuit Police Package	$41,839.50	No
Sewell Family of Companies	Dodge Durango (AWD) Pursuit Police Package	$42,985.00	No
Donalson CDJR, LLC	Dodge Durango (AWD) Pursuit Police Package	$44,931.00	No

61. Base Model Price for **Dodge RAM 1500 Special Services Pickup** - Base Model, Crew Cab, 4X4, 5.7L V8 Hemi, 8 speed automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 1500 Special Services Pickup	$34,450.00	Yes
Donalson CDJR, LLC	Dodge RAM 1500 Special Services Pickup	$39,909.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 1500 Special Services Pickup	$40,488.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 1500 Special Services Pickup	$49,433.50	No

62. Base Model Price for **Dodge RAM 2500HD Special Services Pickup** - Base Model, Crew Cab, 4X4, 6.4L V8 Hemi, 8 speed automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 2500HD Special Services Pickup	$44,970.00	Yes
Donalson CDJR, LLC	Dodge RAM 2500HD Special Services Pickup	$46,217.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 2500HD Special Services Pickup	$46,557.00	Yes
Dodge City of McKinney	Dodge RAM 2500HD Special Services Pickup	$47,322.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 2500HD Special Services Pickup	$49,433.50	No

63. Base Model Price for **Dodge RAM 3500HD Special Services Pickup** - Base Model, Crew Cab, 4X4, 6.4L V8 Hemi, 8 speed automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 3500HD Special Services Pickup	$49,920.00	Yes

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63. Base Model Price for **Dodge RAM 3500HD Special Services Pickup** - Base Model, Crew Cab, 4X4, 6.4L V8 Hemi, 8 speed automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Donalson CDJR, LLC	Dodge RAM 3500HD Special Services Pickup	$50,250.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 3500HD Special Services Pickup	$50,355.00	Yes
Dodge City of McKinney	Dodge RAM 3500HD Special Services Pickup	$51,301.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 3500HD Special Services Pickup	$53,231.50	No

64. Base Model Price for **Dodge RAM Tradesman 1500 Full Size Truck** - ST Base Model, 1/2-ton, Regular Cab, 4X2, 3.6L V6, 8 speed automatic, short bed, with flex fuel availability, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
GRAPEVINE DCJ, LLC	Dodge RAM Tradesman 1500 Full Size Truck	$28,071.00	Yes
Donalson CDJR, LLC	Dodge RAM Tradesman 1500 Full Size Truck	$32,050.00	Yes
Cameron Country CJDR	Dodge RAM Tradesman 1500 Full Size Truck	$35,500.00	Yes
Sewell Family of Companies	Dodge RAM Tradesman 1500 Full Size Truck	$37,125.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM Tradesman 1500 Full Size Truck	$38,488.50	No

65. Base Model Price for **Dodge RAM 1500 (REV) Full Size Truck** - Base Model, Crew Cab, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
GRAPEVINE DCJ, LLC	Dodge RAM 1500 (REV) Full Size Truck	$38,218.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 1500 (REV) Full Size Truck	$39,678.50	Yes
Donalson CDJR, LLC	Dodge RAM 1500 (REV) Full Size Truck	$39,970.00	Yes
Cameron Country CJDR	Dodge RAM 1500 (REV) Full Size Truck	$41,175.00	No
Sewell Family of Companies	Dodge RAM 1500 (REV) Full Size Truck	$43,805.00	No

66. Base Model Price for **Dodge RAM Tradesman 2500 Full Size Truck** - ST Base Model, 3/4-ton, regular cab, 4X2, 5.7L V8, automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
GRAPEVINE DCJ, LLC	Dodge RAM Tradesman 2500 Full Size Truck	$39,361.00	Yes
Cameron Country CJDR	Dodge RAM Tradesman 2500 Full Size Truck	$39,775.00	Yes
Dodge City of McKinney	Dodge RAM Tradesman 2500 Full Size Truck	$41,901.00	Yes

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66. Base Model Price for **Dodge RAM Tradesman 2500 Full Size Truck** - ST Base Model, 3/4-ton, regular cab, 4X2, 5.7L V8, automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Donalson CDJR, LLC	Dodge RAM Tradesman 2500 Full Size Truck	$42,363.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM Tradesman 2500 Full Size Truck	$42,998.50	No
Sewell Family of Companies	Dodge RAM Tradesman 2500 Full Size Truck	$43,900.00	No

67. Base Model Price for **Dodge RAM Tradesman 3500 Full Size Truck** - ST Base Model, 1-ton, regular cab, 4X2, 5.7L V8, automatic, regular bed, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM Tradesman 3500 Full Size Truck	$41,800.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM Tradesman 3500 Full Size Truck	$43,419.00	Yes
Sewell Family of Companies	Dodge RAM Tradesman 3500 Full Size Truck	$45,835.00	Yes
Donalson CDJR, LLC	Dodge RAM Tradesman 3500 Full Size Truck	$46,351.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM Tradesman 3500 Full Size Truck	$48,768.50	No

68. Base Model Price for **Dodge RAM Tradesman 3500 Chassis Cab Truck** - ST Base model with 6.4L V8, automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Dodge RAM Tradesman 3500 Chassis Cab Truck	$43,685.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM Tradesman 3500 Chassis Cab Truck	$45,175.00	Yes
Cameron Country CJDR	Dodge RAM Tradesman 3500 Chassis Cab Truck	$45,955.00	Yes
Donalson CDJR, LLC	Dodge RAM Tradesman 3500 Chassis Cab Truck	$46,700.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM Tradesman 3500 Chassis Cab Truck	$46,718.50	No

69. Base Model Price for **Dodge RAM ProMaster City Cargo Van** - Base model, 2.4L engine, 9-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Donalson CDJR, LLC	Dodge RAM ProMaster City Cargo Van	$36,641.00	Yes
Sewell Family of Companies	Dodge RAM ProMaster City Cargo Van	$42,225.00	No

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70. Base Model Price for **Dodge RAM ProMaster City Passenger Van** - Base model, 2.4L engine, 9-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Donalson CDJR, LLC	Dodge RAM ProMaster City Passenger Van	$36,820.00	Yes
Sewell Family of Companies	Dodge RAM ProMaster City Passenger Van	$45,225.00	No

71. Base Model Price for **Dodge RAM 1500 ProMaster Cargo Van (Low Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Dodge RAM 1500 ProMaster Cargo Van (Low Roof)	$42,318.00	Yes
Cameron Country CJDR	Dodge RAM 1500 ProMaster Cargo Van (Low Roof)	$43,925.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 1500 ProMaster Cargo Van (Low Roof)	$44,247.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 1500 ProMaster Cargo Van (Low Roof)	$45,294.50	No
Donalson CDJR, LLC	Dodge RAM 1500 ProMaster Cargo Van (Low Roof)	$46,181.00	No

72. Base Model Price for **Dodge RAM 1500 ProMaster Cargo Van (High Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, High Roof, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 1500 ProMaster Cargo Van (High Roof)	$44,520.00	Yes
Sewell Family of Companies	Dodge RAM 1500 ProMaster Cargo Van (High Roof)	$45,500.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 1500 ProMaster Cargo Van (High Roof)	$47,534.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 1500 ProMaster Cargo Van (High Roof)	$48,198.50	No
Donalson CDJR, LLC	Dodge RAM 1500 ProMaster Cargo Van (High Roof)	$49,468.00	No

73. Base Model Price for **Dodge RAM 2500 ProMaster Cargo Van (Low Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 2500 ProMaster Cargo Van (Low Roof)	$45,480.00	Yes
Sewell Family of Companies	Dodge RAM 2500 ProMaster Cargo Van (Low Roof)	$46,390.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 2500 ProMaster Cargo Van (Low Roof)	$48,347.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 2500 ProMaster Cargo Van (Low Roof)	$48,998.50	No
Donalson CDJR, LLC	Dodge RAM 2500 ProMaster Cargo Van (Low Roof)	$50,281.00	No

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74. Base Model Price for **Dodge RAM 2500 ProMaster Cargo Van (High Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, High Roof, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 2500 ProMaster Cargo Van (High Roof)	$45,950.00	Yes
Sewell Family of Companies	Dodge RAM 2500 ProMaster Cargo Van (High Roof)	$47,197.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 2500 ProMaster Cargo Van (High Roof)	$49,284.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 2500 ProMaster Cargo Van (High Roof)	$49,998.50	No
Donalson CDJR, LLC	Dodge RAM 2500 ProMaster Cargo Van (High Roof)	$51,218.00	No

75. Base Model Price for **Dodge RAM 3500 ProMaster Cargo Van (Low Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 3500 ProMaster Cargo Van (Low Roof)	$46,210.00	Yes
Sewell Family of Companies	Dodge RAM 3500 ProMaster Cargo Van (Low Roof)	$47,254.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 3500 ProMaster Cargo Van (Low Roof)	$49,342.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 3500 ProMaster Cargo Van (Low Roof)	$49,998.50	No
Donalson CDJR, LLC	Dodge RAM 3500 ProMaster Cargo Van (Low Roof)	$51,276.00	No

76. Base Model Price for **Dodge RAM 3500 ProMaster Cargo Van (High Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, High Roof, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 3500 ProMaster Cargo Van (High Roof)	$47,700.00	Yes
Sewell Family of Companies	Dodge RAM 3500 ProMaster Cargo Van (High Roof)	$48,737.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 3500 ProMaster Cargo Van (High Roof)	$50,299.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 3500 ProMaster Cargo Van (High Roof)	$50,998.50	No
Donalson CDJR, LLC	Dodge RAM 3500 ProMaster Cargo Van (High Roof)	$52,233.00	No

77. Base Model Price for **Dodge RAM 2500 ProMaster Window Passenger Van** - Base model, 3.6L V6 engine, 6-spd automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 2500 ProMaster Window Passenger Van	$52,770.00	Yes
Sewell Family of Companies	Dodge RAM 2500 ProMaster Window Passenger Van	$53,647.00	Yes

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77. Base Model Price for **Dodge RAM 2500 ProMaster Window Passenger Van** - Base model, 3.6L V6 engine, 6-spd automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
GRAPEVINE DCJ, LLC	Dodge RAM 2500 ProMaster Window Passenger Van	$55,942.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 2500 ProMaster Window Passenger Van	$56,998.50	No
Donalson CDJR, LLC	Dodge RAM 2500 ProMaster Window Passenger Van	$57,876.00	No

78. Base Model Price for **Dodge RAM 3500 ProMaster Window Passenger Van** - Base model, 3.6L V6 engine, 6-spd automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 3500 ProMaster Window Passenger Van	$56,500.00	Yes
Sewell Family of Companies	Dodge RAM 3500 ProMaster Window Passenger Van	$57,292.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 3500 ProMaster Window Passenger Van	$59,705.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 3500 ProMaster Window Passenger Van	$60,498.50	No
Donalson CDJR, LLC	Dodge RAM 3500 ProMaster Window Passenger Van	$61,639.00	No
Creative Bus Sales	Dodge RAM 3500 ProMaster Window Passenger Van	$106,869.00	No

79. Base Model Price for **Dodge RAM 3500 ProMaster Cutaway Chassis Van** - Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 3500 ProMaster Cutaway Chassis Van	$40,200.00	Yes
Sewell Family of Companies	Dodge RAM 3500 ProMaster Cutaway Chassis Van	$41,800.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 3500 ProMaster Cutaway Chassis Van	$43,718.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 3500 ProMaster Cutaway Chassis Van	$44,498.50	No
Donalson CDJR, LLC	Dodge RAM 3500 ProMaster Cutaway Chassis Van	$45,625.00	No

80. Base Model Price for **Jeep Cherokee** - Base model, 2.4 Liter engine, 9-Spd automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Jeep Cherokee	$36,575.00	Yes
Sewell Family of Companies	Jeep Cherokee	$37,281.00	Yes
Donalson CDJR, LLC	Jeep Cherokee	$38,962.00	No

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81. Base Model Price for **Jeep Grand Cherokee Laredo Sport Utility** - Base model, Rear wheel drive, 3.6L V6 engine with 8 speed automatic, 4x2, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Jeep Grand Cherokee Laredo Sport Utility	$36,500.00	Yes
Sewell Family of Companies	Jeep Grand Cherokee Laredo Sport Utility	$39,150.00	Yes
GRAPEVINE DCJ, LLC	Jeep Grand Cherokee Laredo Sport Utility	$39,215.00	Yes
Donalson CDJR, LLC	Jeep Grand Cherokee Laredo Sport Utility	$39,389.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Jeep Grand Cherokee Laredo Sport Utility	$41,790.00	No

82. Base Model Price for **Jeep Grand Cherokee Laredo (Electric Hybrid) Sport Utility** - Base model, Rear wheel drive, 2.0L engine, 4x2, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
GRAPEVINE DCJ, LLC	Jeep Grand Cherokee Laredo (Electric Hybrid) Sport Utility	$59,919.00	Yes
Donalson CDJR, LLC	Jeep Grand Cherokee Laredo (Electric Hybrid) Sport Utility	$60,643.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Jeep Grand Cherokee Laredo (Electric Hybrid) Sport Utility	$62,990.00	No
Cameron Country CJDR	Jeep Grand Cherokee Laredo (Electric Hybrid) Sport Utility	$88,800.00	No

83. Base Model Price for **Jeep Renegade Sport Utility** - Base model, 1.4L I4 Multi Air Engine with A/C, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Jeep Renegade Sport Utility	$28,135.00	Yes
Cameron Country CJDR	Jeep Renegade Sport Utility	$28,545.00	Yes
GRAPEVINE DCJ, LLC	Jeep Renegade Sport Utility	$28,741.00	Yes
Donalson CDJR, LLC	Jeep Renegade Sport Utility	$29,518.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Jeep Renegade Sport Utility	$31,790.00	No

84. Base Model Price for **Jeep Wrangler Sport Utility** - Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Jeep Wrangler Sport Utility	$30,950.00	Yes
Sewell Family of Companies	Jeep Wrangler Sport Utility	$31,450.00	Yes
Donalson CDJR, LLC	Jeep Wrangler Sport Utility	$34,369.00	Yes

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84. Base Model Price for **Jeep Wrangler Sport Utility** - Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
GRAPEVINE DCJ, LLC	Jeep Wrangler Sport Utility	$36,784.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Jeep Wrangler Sport Utility	$38,178.50	No

85. Base Model Price for **Jeep Compass** - Base model, 2.0 Liter engine, 8-Spd automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Jeep Compass	$28,500.00	Yes
Sewell Family of Companies	Jeep Compass	$28,700.00	Yes
GRAPEVINE DCJ, LLC	Jeep Compass	$29,538.00	No
Donalson CDJR, LLC	Jeep Compass	$29,979.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Jeep Compass	$30,678.50	No

86. Base Model Price for **Jeep Wagoneer** - Base model, 5.7L V8 engine, 8-Spd automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Jeep Wagoneer	$57,425.00	Yes
GRAPEVINE DCJ, LLC	Jeep Wagoneer	$59,667.00	Yes
Sewell Family of Companies	Jeep Wagoneer	$59,950.00	Yes
Donalson CDJR, LLC	Jeep Wagoneer	$61,838.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Jeep Wagoneer	$62,178.50	No

87. Base Model Price for **Jeep Grand Wagoneer** - Base model, 6.4L V8 engine, 8-Spd automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Jeep Grand Wagoneer	$83,900.00	Yes
Sewell Family of Companies	Jeep Grand Wagoneer	$87,235.00	Yes
GRAPEVINE DCJ, LLC	Jeep Grand Wagoneer	$89,868.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Jeep Grand Wagoneer	$89,998.50	No
Donalson CDJR, LLC	Jeep Grand Wagoneer	$91,500.00	No

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88. 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 (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Dodge City of McKinney	Chrysler Jeep Dodge City of McKinney price list	15%	Yes
Creative Bus Sales	Creative Bus Sales price list	11%	No
Donalson CDJR, LLC	Donalson CDJR price list	5%	Yes
Cameron Country CJDR	Cameron Couintry CJDR price list	5%	Yes
GRAPEVINE DCJ, LLC	Grapefine DCJ price list	3%	Yes
Sewell Family of Companies	Sewell Family of Companies price list	2%	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Gilchrist Automotive price list	0%	Yes

89. 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

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Dodge City of McKinney	Chrysler Jeep Dodge City of McKinney price list	15%	Yes
GRAPEVINE DCJ, LLC	Grapefine DCJ price list	10%	Yes
General Truck Body	General Truck Body price list	7%	Yes
Creative Bus Sales	Creative Bus Sales price list	5%	No
Texas Highway Products, LTD	Texas Highway Products price list	3%	No
Donalson CDJR, LLC	Donalson CDJR price list	5%	Yes
DPF Alternatives	DPF Alternatives price list	0%	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Gilchrist Automotive price list	0%	Yes
Cameron Country CJDR	Cameron Couintry CJDR price list	0%	Yes

90. Discount (%) off **Original Equipment Manufacturer (OEM) Parts** (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Dodge City of McKinney	Chrysler Jeep Dodge City of McKinney price list	15%	Yes
Creative Bus Sales	Creative Bus Sales price list	15%	No
GRAPEVINE DCJ, LLC	Grapefine DCJ price list	10%	Yes

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90. Discount (%) off **Original Equipment Manufacturer (OEM) Parts** (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Cameron Country CJDR	Cameron Couintry CJDR price list	5%	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Gilchrist Automotive price list	3%	Yes
Donalson CDJR, LLC	Donalson CDJR price list	5%	Yes
Wood Alternator and Starter Service	Wood Alternator and Starter Service price list	0%	No

91. Discount (%) off **Extended Service Maintenance Agreements** (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Dodge City of McKinney	Chrysler Jeep Dodge City of McKinney price list	20%	Yes
GRAPEVINE DCJ, LLC	Grapefine DCJ price list	5%	Yes
Donalson CDJR, LLC	Donalson CDJR price list	5%	Yes
Cameron Country CJDR	Cameron Couintry CJDR price list	0%	Yes

92. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles) (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Cameron Country CJDR	Cameron Couintry CJDR price list	0%	Yes
Sewell Family of Companies	Sewell Family of Companies price list	0%	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Gilchrist Automotive price list	1%	Yes
GRAPEVINE DCJ, LLC	Grapefine DCJ price list	1.4%	Yes
Donalson CDJR, LLC	Donalson CDJR price list	2%	Yes
Dodge City of McKinney	Dodge City of McKinney price list	30%	Yes

93. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Donalson CDJR, LLC	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$90.00	Yes
Dodge City of McKinney	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$99.00	Yes

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93. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$100.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$130.00	Yes
GRAPEVINE DCJ, LLC	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$175.00	Yes
Creative Bus Sales	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$175.00	No
Cameron Country CJDR	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$180.00	Yes
Sewell Family of Companies	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$209.00	Yes
DPF Alternatives	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$0.00	No

94. **Not to Exceed** hourly labor rate for Paint and Body Repair (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Not to Exceed hourly labor rate for Paint and Body Repair (Chrysler/Dodge/Jeep)	$85.00	Yes
Donalson CDJR, LLC	Not to Exceed hourly labor rate for Paint and Body Repair (Chrysler/Dodge/Jeep)	$90.00	Yes
Dodge City of McKinney	Not to Exceed hourly labor rate for Paint and Body Repair (Chrysler/Dodge/Jeep)	$99.00	Yes
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Paint and Body Repair (Chrysler/Dodge/Jeep)	$100.00	Yes
Cameron Country CJDR	Not to Exceed hourly labor rate for Paint and Body Repair (Chrysler/Dodge/Jeep)	$125.00	Yes

95. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Dodge City of McKinney	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$1.25	Yes
Sewell Family of Companies	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$2.00	Yes
Donalson CDJR, LLC	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$2.00	Yes

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95. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
GRAPEVINE DCJ, LLC	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$2.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$2.85	Yes
Creative Bus Sales	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$3.00	No
Cameron Country CJDR	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$4.00	Yes
Cap-A-Bus, Inc.	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$100.00	Yes
GRAPEVINE DCJ, LLC	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$170.00	No

96. Base Model Price for **Ford Mustang** - Two door, 2.3L EcoBoost engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Mustang	$26,560.00	Yes
Austin Mack Haik Ford Lincoln	Ford Mustang	$28,765.00	Yes
Sam Packs Five Star Ford	Ford Mustang	$28,899.00	Yes
Chalmers Ford	Ford Mustang	$29,632.00	No
Sewell Family of Companies	Ford Mustang	$29,850.00	No
Randall Reed's Prestige Ford	Ford Mustang	$29,965.00	No
Silsbee Ford	Ford Mustang	$30,720.51	No

97. Base Model Price for **Ford Mustang Mach E** - Two door, Electric engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Ford Mustang Mach E	$42,695.00	Yes
Rush Truck Center - Austin	Ford Mustang Mach E	$43,205.00	Yes
Sewell Family of Companies	Ford Mustang Mach E	$43,305.00	Yes
Rockdale Country Ford	Ford Mustang Mach E	$43,500.00	Yes
Chastang Enterprises, Inc.	Ford Mustang Mach E	$44,495.00	No

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97. Base Model Price for **Ford Mustang Mach E** - Two door, Electric engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chalmers Ford	Ford Mustang Mach E	$45,222.00	No
Sam Packs Five Star Ford	Ford Mustang Mach E	$45,590.00	No
Randall Reed's Prestige Ford	Ford Mustang Mach E	$46,495.00	No
Silsbee Ford	Ford Mustang Mach E	$46,995.00	No

98. Base Model Price for **Ford EcoSport** - S Trim Package, 2.0L Ti-VCT engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

99. Base Model Price for **Ford Escape Base Sport Utility** - Base Trim Package, 1.5L EcoBoost engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Escape Base Sport Utility	$21,900.00	Yes
Austin Mack Haik Ford Lincoln	Ford Escape Base Sport Utility	$25,300.00	Yes
Sewell Family of Companies	Ford Escape Base Sport Utility	$26,315.00	Yes
Chalmers Ford	Ford Escape Base Sport Utility	$26,467.00	No
Silsbee Ford	Ford Escape Base Sport Utility	$26,994.16	No
Sam Packs Five Star Ford	Ford Escape Base Sport Utility	$27,289.00	No
Rush Truck Center - Austin	Ford Escape Base Sport Utility	$27,870.00	No
Chastang Enterprises, Inc.	Ford Escape Base Sport Utility	$27,995.00	No

100. Base Model Price for **Ford Edge Sport Utility** - SE Trim Package, four doors, 2.0L EcoBoost engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Edge Sport Utility	$30,650.00	Yes
Austin Mack Haik Ford Lincoln	Ford Edge Sport Utility	$32,247.00	Yes
Chastang Enterprises, Inc.	Ford Edge Sport Utility	$33,495.00	Yes
Sam Packs Five Star Ford	Ford Edge Sport Utility	$33,996.00	Yes
Rush Truck Center - Austin	Ford Edge Sport Utility	$34,168.00	No

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100. Base Model Price for **Ford Edge Sport Utility** - SE Trim Package, four doors, 2.0L EcoBoost engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Ford Edge Sport Utility	$35,158.00	No
Randall Reed's Prestige Ford	Ford Edge Sport Utility	$35,160.00	No
Silsbee Ford	Ford Edge Sport Utility	$37,964.00	No
Chalmers Ford	Ford Edge Sport Utility	$38,680.00	No

101. Base Model Price for **Ford Bronco Sport Base** - Base Trim Package, 1.5L EcoBoost engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Bronco Sport Base	$27,220.00	Yes
Chastang Enterprises, Inc.	Ford Bronco Sport Base	$28,398.00	Yes
Austin Mack Haik Ford Lincoln	Ford Bronco Sport Base	$29,225.00	Yes
Sam Packs Five Star Ford	Ford Bronco Sport Base	$29,260.00	Yes
Rush Truck Center - Austin	Ford Bronco Sport Base	$29,326.00	Yes
Chalmers Ford	Ford Bronco Sport Base	$30,183.00	No
Sewell Family of Companies	Ford Bronco Sport Base	$30,308.00	No
Randall Reed's Prestige Ford	Ford Bronco Sport Base	$30,550.00	No
Silsbee Ford	Ford Bronco Sport Base	$30,710.00	No

102. Base Model Price for **Ford Bronco Base** - Base Trim Package, 2.3L EcoBoost I-4 engine, 10 speed automatic transmission, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Ford Bronco Base	$34,130.00	Yes
Sewell Family of Companies	Ford Bronco Base	$34,400.00	Yes
Rockdale Country Ford	Ford Bronco Base	$35,875.00	No
Rush Truck Center - Austin	Ford Bronco Base	$37,960.00	No
Silsbee Ford	Ford Bronco Base	$39,030.00	No
Chastang Enterprises, Inc.	Ford Bronco Base	$40,495.00	No
Sam Packs Five Star Ford	Ford Bronco Base	$40,794.00	No
Chalmers Ford	Ford Bronco Base	$44,525.00	No

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103. Base Model Price for **Ford Explorer Base Sport Utility** - Base package; 2.3L EcoBoost I4 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Explorer Base Sport Utility	$32,975.00	Yes
Austin Mack Haik Ford Lincoln	Ford Explorer Base Sport Utility	$33,160.00	Yes
Silsbee Ford	Ford Explorer Base Sport Utility	$35,369.00	Yes
Chalmers Ford	Ford Explorer Base Sport Utility	$35,546.00	No
Sewell Family of Companies	Ford Explorer Base Sport Utility	$36,000.00	Yes
Chastang Enterprises, Inc.	Ford Explorer Base Sport Utility	$36,986.00	No
Sam Packs Five Star Ford	Ford Explorer Base Sport Utility	$37,223.00	No
Rush Truck Center - Austin	Ford Explorer Base Sport Utility	$37,428.00	No
Randall Reed's Prestige Ford	Ford Explorer Base Sport Utility	$38,750.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford Explorer Base Sport Utility	$38,990.00	No

104. Base Model Price for **Ford Police F-150 SSV** – Crew Cab, Four door, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Police F-150 SSV	$34,300.00	Yes
Chastang Enterprises, Inc.	Ford Police F-150 SSV	$34,998.00	Yes
Austin Mack Haik Ford Lincoln	Ford Police F-150 SSV	$36,736.00	Yes
Chalmers Ford	Ford Police F-150 SSV	$40,043.00	No
Silsbee Ford	Ford Police F-150 SSV	$41,125.00	Yes
Rush Truck Center - Austin	Ford Police F-150 SSV	$41,619.00	No
Randall Reed's Prestige Ford	Ford Police F-150 SSV	$42,770.00	No
Sam Packs Five Star Ford	Ford Police F-150 SSV	$44,466.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford Police F-150 SSV	$44,490.00	No
Sewell Family of Companies	Ford Police F-150 SSV	$45,876.00	No
Chalmers Ford	Ford Police F-150 SSV	$49,441.00	No

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105. Base Model Price for **Ford Police F-150 Lighting Pro SSV** – Crew Cab, Four door, Electric engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Police F-150 Lighting Pro SSV	$40,880.00	Yes
Chastang Enterprises, Inc.	Ford Police F-150 Lighting Pro SSV	$44,395.00	Yes
Austin Mack Haik Ford Lincoln	Ford Police F-150 Lighting Pro SSV	$46,395.00	Yes
Randall Reed's Prestige Ford	Ford Police F-150 Lighting Pro SSV	$46,880.00	Yes
Sam Packs Five Star Ford	Ford Police F-150 Lighting Pro SSV	$49,849.00	No
Silsbee Ford	Ford Police F-150 Lighting Pro SSV	$49,994.00	No
Sewell Family of Companies	Ford Police F-150 Lighting Pro SSV	$50,190.00	No
Rush Truck Center - Austin	Ford Police F-150 Lighting Pro SSV	$50,335.00	No
Chalmers Ford	Ford Police F-150 Lighting Pro SSV	$51,526.00	No

106. Base Model Price for **Ford Police Interceptor Sport Utility** - AWD, 3.3L HEV engine complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Police Interceptor Sport Utility	$35,900.00	Yes
Chalmers Ford	Ford Police Interceptor Sport Utility	$41,479.00	No
Chastang Enterprises, Inc.	Ford Police Interceptor Sport Utility	$42,988.00	Yes
Austin Mack Haik Ford Lincoln	Ford Police Interceptor Sport Utility	$43,207.00	Yes
Sewell Family of Companies	Ford Police Interceptor Sport Utility	$44,330.00	Yes
Silsbee Ford	Ford Police Interceptor Sport Utility	$45,616.00	Yes
Rush Truck Center - Austin	Ford Police Interceptor Sport Utility	$46,050.00	No
Sam Packs Five Star Ford	Ford Police Interceptor Sport Utility	$46,435.00	No
Randall Reed's Prestige Ford	Ford Police Interceptor Sport Utility	$46,925.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford Police Interceptor Sport Utility	$49,490.00	No

107. Base Model Price for **Ford Expedition SSV Utility** – 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Expedition SSV Utility	$42,790.00	Yes

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107. Base Model Price for **Ford Expedition SSV Utility** – 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford Expedition SSV Utility	$45,488.00	Yes
Sam Packs Five Star Ford	Ford Expedition SSV Utility	$46,386.00	Yes
Rush Truck Center - Austin	Ford Expedition SSV Utility	$46,807.00	Yes
Randall Reed's Prestige Ford	Ford Expedition SSV Utility	$47,860.00	No
Chalmers Ford	Ford Expedition SSV Utility	$48,009.00	No
Sewell Family of Companies	Ford Expedition SSV Utility	$48,337.00	No
Silsbee Ford	Ford Expedition SSV Utility	$48,511.00	No
Austin Mack Haik Ford Lincoln	Ford Expedition SSV Utility	$49,082.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford Expedition SSV Utility	$50,790.00	No

108. Base Model Price for **Ford Expedition SSV Extended Length Utility** - Expedition SSV Extended length trim package, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment. 108

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Expedition SSV Extended Length Utility	$44,990.00	Yes
Chastang Enterprises, Inc.	Ford Expedition SSV Extended Length Utility	$47,897.00	Yes
Sam Packs Five Star Ford	Ford Expedition SSV Extended Length Utility	$48,999.00	Yes
Rush Truck Center - Austin	Ford Expedition SSV Extended Length Utility	$49,472.00	Yes
Silsbee Ford	Ford Expedition SSV Extended Length Utility	$50,176.00	No
Chalmers Ford	Ford Expedition SSV Extended Length Utility	$50,624.00	No
Randall Reed's Prestige Ford	Ford Expedition SSV Extended Length Utility	$50,710.00	No
Sewell Family of Companies	Ford Expedition SSV Extended Length Utility	$51,000.00	No
Austin Mack Haik Ford Lincoln	Ford Expedition SSV Extended Length Utility	$52,842.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford Expedition SSV Extended Length Utility	$54,498.00	No

109. Base Model Price for **Ford Police Transit Van** - Prisoner Transport Vehicle, SRW, 3.5L PFDI V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sam Packs Five Star Ford	Ford Police Transit Van	$40,776.00	Yes

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109. Base Model Price for **Ford Police Transit Van** - Prisoner Transport Vehicle, SRW, 3.5L PFDI V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Police Transit Van	$43,775.00	Yes
Sewell Family of Companies	Ford Police Transit Van	$49,500.00	Yes
Silsbee Ford	Ford Police Transit Van	$53,795.00	Yes
Chastang Enterprises, Inc.	Ford Police Transit Van	$61,995.00	No
Chalmers Ford	Ford Police Transit Van	$88,000.00	No

110. Base Model Price for **Ford Police Transit Van** - Prisoner Transport Vehicle, DRW, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sam Packs Five Star Ford	Ford Police Transit Van	$44,400.00	Yes
Rockdale Country Ford	Ford Police Transit Van	$46,540.00	Yes
Silsbee Ford	Ford Police Transit Van	$56,995.00	No
Chastang Enterprises, Inc.	Ford Police Transit Van	$64,995.00	No
Chalmers Ford	Ford Police Transit Van	$91,000.00	No

111. Base Model Price for **Ford Expedition XL STX Sport Utility** - Expedition XL Trim Package, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Expedition XL STX Sport Utility	$45,100.00	Yes
Austin Mack Haik Ford Lincoln	Ford Expedition XL STX Sport Utility	$47,082.00	Yes
Chastang Enterprises, Inc.	Ford Expedition XL STX Sport Utility	$47,348.00	Yes
Sam Packs Five Star Ford	Ford Expedition XL STX Sport Utility	$48,243.00	Yes
Rush Truck Center - Austin	Ford Expedition XL STX Sport Utility	$48,733.00	Yes
Randall Reed's Prestige Ford	Ford Expedition XL STX Sport Utility	$49,810.00	No
Chalmers Ford	Ford Expedition XL STX Sport Utility	$50,607.00	No
Sewell Family of Companies	Ford Expedition XL STX Sport Utility	$51,142.00	No
Silsbee Ford	Ford Expedition XL STX Sport Utility	$51,490.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford Expedition XL STX Sport Utility	$55,490.00	No

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112. Base Model Price for **Ford Expedition EL Sport Utility** - Expedition XL Extended length trim package, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Expedition EL Sport Utility	$48,800.00	Yes
Austin Mack Haik Ford Lincoln	Ford Expedition EL Sport Utility	$50,842.00	Yes
Chastang Enterprises, Inc.	Ford Expedition EL Sport Utility	$50,998.00	Yes
Rush Truck Center - Austin	Ford Expedition EL Sport Utility	$51,541.00	Yes
Sam Packs Five Star Ford	Ford Expedition EL Sport Utility	$51,893.00	Yes
Silsbee Ford	Ford Expedition EL Sport Utility	$53,406.00	No
Randall Reed's Prestige Ford	Ford Expedition EL Sport Utility	$53,570.00	No
Sewell Family of Companies	Ford Expedition EL Sport Utility	$54,137.00	No
Chalmers Ford	Ford Expedition EL Sport Utility	$54,257.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford Expedition EL Sport Utility	$54,490.00	No

113. Base Model Price for **Ford Ranger Truck** - Super Cab (R1A); XL Package, 2.3L EcoBoost I4 Engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Ford Ranger Truck	$24,930.00	Yes
Sewell Family of Companies	Ford Ranger Truck	$25,900.00	Yes
Rockdale Country Ford	Ford Ranger Truck	$28,225.00	Yes
Rush Truck Center - Austin	Ford Ranger Truck	$30,941.00	No
Silsbee Ford	Ford Ranger Truck	$32,596.00	No
Chastang Enterprises, Inc.	Ford Ranger Truck	$32,969.00	No
Chalmers Ford	Ford Ranger Truck	$33,295.00	No
Sam Packs Five Star Ford	Ford Ranger Truck	$33,822.00	No

114. Base Model Price for **Ford Maverick Truck** - Super Cab, XL Package, 2.5L Full Hybrid Engine (FHEV), complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Ford Maverick Truck	$22,364.00	Yes
Rockdale Country Ford	Ford Maverick Truck	$22,450.00	Yes

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114. Base Model Price for **Ford Maverick Truck** - Super Cab, XL Package, 2.5L Full Hybrid Engine (FHEV), complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sam Packs Five Star Ford	Ford Maverick Truck	$22,919.00	Yes
Rush Truck Center - Austin	Ford Maverick Truck	$23,132.00	Yes
Sewell Family of Companies	Ford Maverick Truck	$23,500.00	Yes
Chastang Enterprises, Inc.	Ford Maverick Truck	$23,899.00	No
Chalmers Ford	Ford Maverick Truck	$24,592.00	No
Silsbee Ford	Ford Maverick Truck	$25,173.00	No
Randall Reed's Prestige Ford	Ford Maverick Truck	$25,648.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford Maverick Truck	$25,990.00	No
Chalmers Ford	Ford Maverick Truck	$26,316.00	No

115. Base Model Price for **Ford F-150 Truck** - Regular Cab (F1C), 1/2-ton, regular cab, 4x2, 6.5' Bed, 3.3L Ti-VCT V6, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford F-150 Truck	$25,976.00	Yes
Austin Mack Haik Ford Lincoln	Ford F-150 Truck	$26,146.00	Yes
Rockdale Country Ford	Ford F-150 Truck	$27,375.00	Yes
Silsbee Ford	Ford F-150 Truck	$32,175.00	Yes
Sewell Family of Companies	Ford F-150 Truck	$32,850.00	Yes
Chalmers Ford	Ford F-150 Truck	$33,876.00	No
Rush Truck Center - Austin	Ford F-150 Truck	$34,846.00	No
Sam Packs Five Star Ford	Ford F-150 Truck	$35,242.00	No
Randall Reed's Prestige Ford	Ford F-150 Truck	$35,875.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford F-150 Truck	$38,190.00	No

116. Base Model Price for **Ford F-150 Truck** - Regular Cab CNG/LPG, 1/2-ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, compete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Ford F-150 Truck	$26,146.00	Yes

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116. Base Model Price for **Ford F-150 Truck** - Regular Cab CNG/LPG, 1/2-ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, compete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford F-150 Truck	$28,770.00	Yes
Rush Truck Center - Austin	Ford F-150 Truck	$34,846.00	No
Sam Packs Five Star Ford	Ford F-150 Truck	$35,242.00	No
Chalmers Ford	Ford F-150 Truck	$36,507.00	No

117. Base Model Price for **Ford F-150 Lighting Pro Truck** - CREW Cab, Electric, 1/2-ton, regular cab, 4x2, 6.5' Bed, 3.7LV6, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford F-150 Lighting Pro Truck	$40,700.00	Yes
Chastang Enterprises, Inc.	Ford F-150 Lighting Pro Truck	$44,254.00	Yes
Austin Mack Haik Ford Lincoln	Ford F-150 Lighting Pro Truck	$46,395.00	Yes
Randall Reed's Prestige Ford	Ford F-150 Lighting Pro Truck	$46,880.00	Yes
Silsbee Ford	Ford F-150 Lighting Pro Truck	$49,828.00	No
Sam Packs Five Star Ford	Ford F-150 Lighting Pro Truck	$49,849.00	No
Rush Truck Center - Austin	Ford F-150 Lighting Pro Truck	$50,190.00	No
Sewell Family of Companies	Ford F-150 Lighting Pro Truck	$50,200.00	No
Chalmers Ford	Ford F-150 Lighting Pro Truck	$51,026.00	No

118. Base Model Price for **Ford F-250 Truck** - Regular Cab (F2A), 3/4-ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford F-250 Truck	$37,100.00	Yes
Chastang Enterprises, Inc.	Ford F-250 Truck	$38,495.00	Yes
Austin Mack Haik Ford Lincoln	Ford F-250 Truck	$39,222.00	Yes
Rush Truck Center - Austin	Ford F-250 Truck	$39,760.00	Yes
Sam Packs Five Star Ford	Ford F-250 Truck	$41,190.00	Yes
Randall Reed's Prestige Ford	Ford F-250 Truck	$42,550.00	No
Silsbee Ford	Ford F-250 Truck	$42,895.00	No

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118. Base Model Price for **Ford F-250 Truck** - Regular Cab (F2A), 3/4-ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chalmers Ford	Ford F-250 Truck	$42,999.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford F-250 Truck	$44,490.00	No
Sewell Family of Companies	Ford F-250 Truck	$45,435.00	No

119. Base Model Price for **Ford F-350 Truck (SRW)** - Regular Cab (F3A), 1 ton, 6.2L V8 engine, automatic transmission, 4x2 SRW, TorqShift 10-Speed SelectShift Automatic, 8' Bed, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford F-350 Truck (SRW)	$38,040.00	Yes
Chastang Enterprises, Inc.	Ford F-350 Truck (SRW)	$39,495.00	Yes
Rush Truck Center - Austin	Ford F-350 Truck (SRW)	$40,815.00	Yes
Austin Mack Haik Ford Lincoln	Ford F-350 Truck (SRW)	$41,580.00	Yes
Sam Packs Five Star Ford	Ford F-350 Truck (SRW)	$42,134.00	Yes
Randall Reed's Prestige Ford	Ford F-350 Truck (SRW)	$43,540.00	No
Silsbee Ford	Ford F-350 Truck (SRW)	$43,839.00	No
Chalmers Ford	Ford F-350 Truck (SRW)	$43,943.00	No
Sewell Family of Companies	Ford F-350 Truck (SRW)	$45,200.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford F-350 Truck (SRW)	$45,490.00	No

120. Base Model Price for **Ford F-350 Truck (DRW)** - Regular Cab (F3A), 1 ton, 6.2L V8 engine, automatic transmission, 4x2 DRW, TorqShift 10-Speed SelectShift Automatic, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford F-350 Truck (DRW)	$39,775.00	Yes
Chastang Enterprises, Inc.	Ford F-350 Truck (DRW)	$40,885.00	Yes
Rush Truck Center - Austin	Ford F-350 Truck (DRW)	$42,186.00	Yes
Sam Packs Five Star Ford	Ford F-350 Truck (DRW)	$43,480.00	Yes
Austin Mack Haik Ford Lincoln	Ford F-350 Truck (DRW)	$43,580.00	Yes
Sewell Family of Companies	Ford F-350 Truck (DRW)	$44,280.00	No
Silsbee Ford	Ford F-350 Truck (DRW)	$45,184.00	No

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120. Base Model Price for **Ford F-350 Truck (DRW)** - Regular Cab (F3A), 1 ton, 6.2L V8 engine, automatic transmission, 4x2 DRW, TorqShift 10-Speed SelectShift Automatic, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chalmers Ford	Ford F-350 Truck (DRW)	$45,288.00	No
Randall Reed's Prestige Ford	Ford F-350 Truck (DRW)	$45,330.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford F-350 Truck (DRW)	$46,590.00	No

121. Base Model Price for **Ford 450 Truck** – 7.3L PFI V8, Regular Cab, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford 450 Truck	$43,150.00	Yes
Rush Truck Center - Austin	Ford 450 Truck	$43,160.00	Yes
Chastang Enterprises, Inc.	Ford 450 Truck	$44,988.00	Yes
Sam Packs Five Star Ford	Ford 450 Truck	$45,709.00	Yes
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford 450 Truck	$47,990.00	No
Austin Mack Haik Ford Lincoln	Ford 450 Truck	$48,453.00	No
Randall Reed's Prestige Ford	Ford 450 Truck	$49,985.00	No
Sewell Family of Companies	Ford 450 Truck	$50,000.00	No
Silsbee Ford	Ford 450 Truck	$51,913.00	No
Chalmers Ford	Ford 450 Truck	$52,117.00	No
Chalmers Ford	Ford 450 Truck	$58,183.00	No

122. Base Model Price for **Ford 550 Truck** – 7.3L PFI V8, Regular Cab, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rush Truck Center - Austin	Ford 550 Truck	$44,172.00	Yes
Rockdale Country Ford	Ford 550 Truck	$44,400.00	Yes
Chastang Enterprises, Inc.	Ford 550 Truck	$45,888.00	Yes
Sam Packs Five Star Ford	Ford 550 Truck	$46,700.00	Yes
Austin Mack Haik Ford Lincoln	Ford 550 Truck	$49,476.00	No
Randall Reed's Prestige Ford	Ford 550 Truck	$50,945.00	No

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122. Base Model Price for **Ford 550 Truck** – 7.3L PFI V8, Regular Cab, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Ford 550 Truck	$51,000.00	No
Silsbee Ford	Ford 550 Truck	$52,905.00	No
Chalmers Ford	Ford 550 Truck	$53,109.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford 550 Truck	$55,990.00	No

123. Base Model Price for **Ford 600 Truck** – 7.3L PFI V8, Regular Cab, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rush Truck Center - Austin	Ford 600 Truck	$47,538.00	Yes
Rockdale Country Ford	Ford 600 Truck	$48,970.00	Yes
Chastang Enterprises, Inc.	Ford 600 Truck	$49,288.00	Yes
Sam Packs Five Star Ford	Ford 600 Truck	$49,994.00	Yes
Austin Mack Haik Ford Lincoln	Ford 600 Truck	$52,880.00	No
Sewell Family of Companies	Ford 600 Truck	$54,400.00	No
Randall Reed's Prestige Ford	Ford 600 Truck	$54,910.00	No
Silsbee Ford	Ford 600 Truck	$56,209.00	No
Chalmers Ford	Ford 600 Truck	$57,413.00	No

124. Base Model Price for **Ford Transit Connect Passenger Wagon** - Transit Connect Wagon, 2.0L GDI I4 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Ford Transit Connect Passenger Wagon	$31,954.00	Yes
Silsbee Ford	Ford Transit Connect Passenger Wagon	$33,936.00	Yes
Sewell Family of Companies	Ford Transit Connect Passenger Wagon	$34,700.00	No

125. Base Model Price for **Ford Transit Connect Cargo Van** - Transit Connect Van, 2.0L GDI I4 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Ford Transit Connect Cargo Van	$29,954.00	Yes
Silsbee Ford	Ford Transit Connect Cargo Van	$32,305.00	Yes
Sewell Family of Companies	Ford Transit Connect Cargo Van	$33,300.00	No

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126. Base Model Price for **Ford T-150 Transit Cargo Van (Low Roof)** - 3.5L PFDi V6 engine, 8670lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford T-150 Transit Cargo Van (Low Roof)	$36,970.00	Yes
Chastang Enterprises, Inc.	Ford T-150 Transit Cargo Van (Low Roof)	$36,997.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-150 Transit Cargo Van (Low Roof)	$40,743.00	Yes
Sam Packs Five Star Ford	Ford T-150 Transit Cargo Van (Low Roof)	$41,776.00	Yes
Sewell Family of Companies	Ford T-150 Transit Cargo Van (Low Roof)	$42,295.00	Yes
Randall Reed's Prestige Ford	Ford T-150 Transit Cargo Van (Low Roof)	$42,980.00	No
Silsbee Ford	Ford T-150 Transit Cargo Van (Low Roof)	$42,981.00	No
Rush Truck Center - Austin	Ford T-150 Transit Cargo Van (Low Roof)	$43,079.00	No
Chalmers Ford	Ford T-150 Transit Cargo Van (Low Roof)	$43,748.00	No

127. Base Model Price for **Ford T-150 Transit Cargo Van (Medium Roof)** - 3.5L PFDi V6 engine, 8670lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-150 Transit Cargo Van (Medium Roof)	$36,975.00	Yes
Rockdale Country Ford	Ford T-150 Transit Cargo Van (Medium Roof)	$37,600.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-150 Transit Cargo Van (Medium Roof)	$41,578.00	Yes
Sam Packs Five Star Ford	Ford T-150 Transit Cargo Van (Medium Roof)	$42,296.00	Yes
Sewell Family of Companies	Ford T-150 Transit Cargo Van (Medium Roof)	$42,825.00	No
Silsbee Ford	Ford T-150 Transit Cargo Van (Medium Roof)	$43,080.00	No
Rush Truck Center - Austin	Ford T-150 Transit Cargo Van (Medium Roof)	$43,608.00	No
Randall Reed's Prestige Ford	Ford T-150 Transit Cargo Van (Medium Roof)	$43,880.00	No
Chalmers Ford	Ford T-150 Transit Cargo Van (Medium Roof)	$44,268.00	No

128. Base Model Price for **Ford T-250 Transit Cargo Van (Low Roof)** - 3.5L PFDi V6 engine, 9070lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-250 Transit Cargo Van (Low Roof)	$37,996.00	Yes
Rockdale Country Ford	Ford T-250 Transit Cargo Van (Low Roof)	$38,180.00	Yes

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128. Base Model Price for **Ford T-250 Transit Cargo Van (Low Roof)** - 3.5L PFDi V6 engine, 9070lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Ford T-250 Transit Cargo Van (Low Roof)	$41,927.00	Yes
Sam Packs Five Star Ford	Ford T-250 Transit Cargo Van (Low Roof)	$42,634.00	Yes
Sewell Family of Companies	Ford T-250 Transit Cargo Van (Low Roof)	$43,000.00	No
Silsbee Ford	Ford T-250 Transit Cargo Van (Low Roof)	$43,339.00	No
Randall Reed's Prestige Ford	Ford T-250 Transit Cargo Van (Low Roof)	$43,940.00	No
Rush Truck Center - Austin	Ford T-250 Transit Cargo Van (Low Roof)	$43,952.00	No
Chalmers Ford	Ford T-250 Transit Cargo Van (Low Roof)	$44,606.00	No

129. Base Model Price for **Ford T-250 Transit Cargo Van (Medium Roof)** - 3.5L PFDi V6 engine, 9070lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-250 Transit Cargo Van (Medium Roof)	$37,833.00	Yes
Rockdale Country Ford	Ford T-250 Transit Cargo Van (Medium Roof)	$38,650.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-250 Transit Cargo Van (Medium Roof)	$42,461.00	Yes
Sam Packs Five Star Ford	Ford T-250 Transit Cargo Van (Medium Roof)	$43,153.00	Yes
Sewell Family of Companies	Ford T-250 Transit Cargo Van (Medium Roof)	$43,700.00	No
Silsbee Ford	Ford T-250 Transit Cargo Van (Medium Roof)	$43,938.00	No
Rush Truck Center - Austin	Ford T-250 Transit Cargo Van (Medium Roof)	$44,481.00	No
Randall Reed's Prestige Ford	Ford T-250 Transit Cargo Van (Medium Roof)	$44,660.00	No
Chalmers Ford	Ford T-250 Transit Cargo Van (Medium Roof)	$45,125.00	No

130. Base Model Price for **Ford T-250 Transit Cargo Van (High Roof)** - 3.5L PFDi V6 engine, 9070lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford T-250 Transit Cargo Van (High Roof)	$40,925.00	Yes
Chastang Enterprises, Inc.	Ford T-250 Transit Cargo Van (High Roof)	$41,698.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-250 Transit Cargo Van (High Roof)	$45,414.00	Yes
Sam Packs Five Star Ford	Ford T-250 Transit Cargo Van (High Roof)	$45,918.00	Yes

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130. Base Model Price for **Ford T-250 Transit Cargo Van (High Roof)** - 3.5L PFDi V6 engine, 9070lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Ford T-250 Transit Cargo Van (High Roof)	$46,615.00	No
Silsbee Ford	Ford T-250 Transit Cargo Van (High Roof)	$46,913.00	No
Rush Truck Center - Austin	Ford T-250 Transit Cargo Van (High Roof)	$47,402.00	No
Randall Reed's Prestige Ford	Ford T-250 Transit Cargo Van (High Roof)	$47,550.00	No
Chalmers Ford	Ford T-250 Transit Cargo Van (High Roof)	$47,990.00	No

131. Base Model Price for **Ford T-350 Transit Cargo Van (Low Roof)** - 3.5L PFDi V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350 Transit Cargo Van (Low Roof)	$38,987.00	Yes
Rockdale Country Ford	Ford T-350 Transit Cargo Van (Low Roof)	$39,975.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Cargo Van (Low Roof)	$43,089.00	Yes
Sewell Family of Companies	Ford T-350 Transit Cargo Van (Low Roof)	$44,317.00	No
Sam Packs Five Star Ford	Ford T-350 Transit Cargo Van (Low Roof)	$44,913.00	No
Silsbee Ford	Ford T-350 Transit Cargo Van (Low Roof)	$44,913.00	No
Randall Reed's Prestige Ford	Ford T-350 Transit Cargo Van (Low Roof)	$44,985.00	No
Rush Truck Center - Austin	Ford T-350 Transit Cargo Van (Low Roof)	$45,602.00	No
Chalmers Ford	Ford T-350 Transit Cargo Van (Low Roof)	$45,734.00	No

132. Base Model Price for **Ford T-350 Transit Cargo Van (Medium Roof)** - 3.5L PFDi V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350 Transit Cargo Van (Medium Roof)	$37,996.00	Yes
Rockdale Country Ford	Ford T-350 Transit Cargo Van (Medium Roof)	$40,700.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Cargo Van (Medium Roof)	$43,619.00	Yes
Sewell Family of Companies	Ford T-350 Transit Cargo Van (Medium Roof)	$44,850.00	No
Sam Packs Five Star Ford	Ford T-350 Transit Cargo Van (Medium Roof)	$45,432.00	No
Silsbee Ford	Ford T-350 Transit Cargo Van (Medium Roof)	$45,512.00	No

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132. Base Model Price for **Ford T-350 Transit Cargo Van (Medium Roof)** - 3.5L PFDi V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Randall Reed's Prestige Ford	Ford T-350 Transit Cargo Van (Medium Roof)	$45,680.00	No
Rush Truck Center - Austin	Ford T-350 Transit Cargo Van (Medium Roof)	$46,127.00	No
Chalmers Ford	Ford T-350 Transit Cargo Van (Medium Roof)	$46,248.00	No

133. Base Model Price for **Ford T-350 Transit Cargo Van (High Roof)** - 3.5L PFDi V6 engine, 9500lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350 Transit Cargo Van (High Roof)	$42,788.00	Yes
Rockdale Country Ford	Ford T-350 Transit Cargo Van (High Roof)	$42,970.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Cargo Van (High Roof)	$46,577.00	Yes
Sam Packs Five Star Ford	Ford T-350 Transit Cargo Van (High Roof)	$47,147.00	Yes
Sewell Family of Companies	Ford T-350 Transit Cargo Van (High Roof)	$47,750.00	No
Silsbee Ford	Ford T-350 Transit Cargo Van (High Roof)	$47,952.00	No
Randall Reed's Prestige Ford	Ford T-350 Transit Cargo Van (High Roof)	$48,775.00	No
Rush Truck Center - Austin	Ford T-350 Transit Cargo Van (High Roof)	$49,052.00	No
Chalmers Ford	Ford T-350 Transit Cargo Van (High Roof)	$50,619.00	No

134. Base Model Price for **Ford T-350 Transit Passenger Van (Low Roof)** - Seating for 12, 3.5L PDFI V6 engine, 9250lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350 Transit Passenger Van (Low Roof)	$42,997.00	Yes
Rockdale Country Ford	Ford T-350 Transit Passenger Van (Low Roof)	$43,200.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Passenger Van (Low Roof)	$47,251.00	Yes
Sam Packs Five Star Ford	Ford T-350 Transit Passenger Van (Low Roof)	$47,801.00	Yes
Silsbee Ford	Ford T-350 Transit Passenger Van (Low Roof)	$48,955.00	No
Rush Truck Center - Austin	Ford T-350 Transit Passenger Van (Low Roof)	$49,220.00	No
Randall Reed's Prestige Ford	Ford T-350 Transit Passenger Van (Low Roof)	$49,660.00	No
Sewell Family of Companies	Ford T-350 Transit Passenger Van (Low Roof)	$49,700.00	No
Chalmers Ford	Ford T-350 Transit Passenger Van (Low Roof)	$50,674.00	No

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135. Base Model Price for **Ford T-350 Transit Passenger Van (Medium Roof)** - Seating for 12, 3.5L PDFI V6 engine, 9250lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350 Transit Passenger Van (Medium Roof)	$43,995.00	Yes
Rockdale Country Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$44,500.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Passenger Van (Medium Roof)	$48,069.00	Yes
Sam Packs Five Star Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$48,595.00	Yes
Silsbee Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$49,835.00	No
Sewell Family of Companies	Ford T-350 Transit Passenger Van (Medium Roof)	$50,000.00	No
Rush Truck Center - Austin	Ford T-350 Transit Passenger Van (Medium Roof)	$50,028.00	No
Randall Reed's Prestige Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$50,550.00	No
Chalmers Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$51,468.00	No
Creative Bus Sales	Ford T-350 Transit Passenger Van (Medium Roof)	$101,273.00	No

136. Base Model Price for **Ford T-350 Transit Passenger Van (High Roof)** - Seating for 12, 3.5L PDFI V6 engine, 9250lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350 Transit Passenger Van (High Roof)	$45,288.00	Yes
Rockdale Country Ford	Ford T-350 Transit Passenger Van (High Roof)	$45,600.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Passenger Van (High Roof)	$49,181.00	Yes
Sam Packs Five Star Ford	Ford T-350 Transit Passenger Van (High Roof)	$49,674.00	Yes
Silsbee Ford	Ford T-350 Transit Passenger Van (High Roof)	$51,030.00	No
Rush Truck Center - Austin	Ford T-350 Transit Passenger Van (High Roof)	$51,129.00	No
Sewell Family of Companies	Ford T-350 Transit Passenger Van (High Roof)	$51,300.00	No
Randall Reed's Prestige Ford	Ford T-350 Transit Passenger Van (High Roof)	$51,610.00	No
Chalmers Ford	Ford T-350 Transit Passenger Van (High Roof)	$52,547.00	No

137. Base Model Price for **Ford T-350 Transit Passenger Van (Low Roof)** - Seating for 15, 3.5L PDFI V6 engine, 9400lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford T-350 Transit Passenger Van (Low Roof)	$43,900.00	Yes

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137. Base Model Price for **Ford T-350 Transit Passenger Van (Low Roof)** - Seating for 15, 3.5L PDFI V6 engine, 9400lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350 Transit Passenger Van (Low Roof)	$44,296.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Passenger Van (Low Roof)	$48,582.00	Yes
Sam Packs Five Star Ford	Ford T-350 Transit Passenger Van (Low Roof)	$48,991.00	Yes
Sewell Family of Companies	Ford T-350 Transit Passenger Van (Low Roof)	$49,750.00	No
Silsbee Ford	Ford T-350 Transit Passenger Van (Low Roof)	$50,455.00	No
Randall Reed's Prestige Ford	Ford T-350 Transit Passenger Van (Low Roof)	$50,975.00	No
Chalmers Ford	Ford T-350 Transit Passenger Van (Low Roof)	$51,964.00	No
Rush Truck Center - Austin	Ford T-350 Transit Passenger Van (Low Roof)	$52,865.00	No

138. Base Model Price for **Ford T-350 Transit Passenger Van (Medium Roof)** - Seating for 15, 3.5L PDFI V6 engine, 9400lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$44,990.00	Yes
Chastang Enterprises, Inc.	Ford T-350 Transit Passenger Van (Medium Roof)	$45,288.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Passenger Van (Medium Roof)	$49,400.00	Yes
Sam Packs Five Star Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$49,885.00	Yes
Sewell Family of Companies	Ford T-350 Transit Passenger Van (Medium Roof)	$50,235.00	Yes
Silsbee Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$51,335.00	No
Rush Truck Center - Austin	Ford T-350 Transit Passenger Van (Medium Roof)	$51,346.00	No
Randall Reed's Prestige Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$51,885.00	No
Chalmers Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$52,758.00	No

139. Base Model Price for **Ford T-350 Transit Passenger Van (High Roof)** - Seating for 15, 3.5L PDFI V6 engine, 9400lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350 Transit Passenger Van (High Roof)	$46,598.00	Yes
Rockdale Country Ford	Ford T-350 Transit Passenger Van (High Roof)	$46,670.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Passenger Van (High Roof)	$50,512.00	Yes

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139. Base Model Price for **Ford T-350 Transit Passenger Van (High Roof)** - Seating for 15, 3.5L PDFI V6 engine, 9400lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sam Packs Five Star Ford	Ford T-350 Transit Passenger Van (High Roof)	$50,964.00	Yes
Rush Truck Center - Austin	Ford T-350 Transit Passenger Van (High Roof)	$52,447.00	No
Silsbee Ford	Ford T-350 Transit Passenger Van (High Roof)	$52,530.00	No
Randall Reed's Prestige Ford	Ford T-350 Transit Passenger Van (High Roof)	$52,966.00	No
Sewell Family of Companies	Ford T-350 Transit Passenger Van (High Roof)	$53,650.00	No
Chalmers Ford	Ford T-350 Transit Passenger Van (High Roof)	$53,837.00	No

140. Base Model Price for **Ford T-250 Transit Cutaway Chassis** - 3.5L V6 engine, 9070lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-250 Transit Cutaway Chassis	$29,976.00	Yes
Rockdale Country Ford	Ford T-250 Transit Cutaway Chassis	$32,900.00	Yes
Sam Packs Five Star Ford	Ford T-250 Transit Cutaway Chassis	$36,786.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-250 Transit Cutaway Chassis	$37,137.00	Yes
Silsbee Ford	Ford T-250 Transit Cutaway Chassis	$37,691.00	Yes
Sewell Family of Companies	Ford T-250 Transit Cutaway Chassis	$38,430.00	No
Rush Truck Center - Austin	Ford T-250 Transit Cutaway Chassis	$39,126.00	No
Randall Reed's Prestige Ford	Ford T-250 Transit Cutaway Chassis	$39,440.00	No
Chalmers Ford	Ford T-250 Transit Cutaway Chassis	$41,458.00	No

141. Base Model Price for **Ford T-250 Transit Chassis Cab** - 3.5L V6 engine, 9070lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-250 Transit Chassis Cab	$30,448.00	Yes
Rockdale Country Ford	Ford T-250 Transit Chassis Cab	$33,450.00	Yes
Sam Packs Five Star Ford	Ford T-250 Transit Chassis Cab	$37,283.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-250 Transit Chassis Cab	$37,649.00	Yes
Silsbee Ford	Ford T-250 Transit Chassis Cab	$38,188.00	No

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141. Base Model Price for **Ford T-250 Transit Chassis Cab** - 3.5L V6 engine, 9070lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Ford T-250 Transit Chassis Cab	$38,950.00	No
Rush Truck Center - Austin	Ford T-250 Transit Chassis Cab	$39,631.00	No
Randall Reed's Prestige Ford	Ford T-250 Transit Chassis Cab	$39,880.00	No
Chalmers Ford	Ford T-250 Transit Chassis Cab	$41,955.00	No

142. Base Model Price for **Ford T-350HD Transit Cutaway Chassis** - 3.5L V6 engine, DRW,9070lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350HD Transit Cutaway Chassis	$30,988.00	Yes
Rockdale Country Ford	Ford T-350HD Transit Cutaway Chassis	$34,775.00	Yes
Sam Packs Five Star Ford	Ford T-350HD Transit Cutaway Chassis	$37,181.00	Yes
Silsbee Ford	Ford T-350HD Transit Cutaway Chassis	$38,386.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350HD Transit Cutaway Chassis	$38,653.00	No
Sewell Family of Companies	Ford T-350HD Transit Cutaway Chassis	$39,100.00	No
Rush Truck Center - Austin	Ford T-350HD Transit Cutaway Chassis	$40,626.00	No
Randall Reed's Prestige Ford	Ford T-350HD Transit Cutaway Chassis	$41,450.00	No
Chalmers Ford	Ford T-350HD Transit Cutaway Chassis	$42,929.00	No

143. Base Model Price for **Ford T-350HD Transit Chassis Cab** - 3.5L V6 engine, DRW, 9070lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350HD Transit Chassis Cab	$31,498.00	Yes
Rockdale Country Ford	Ford T-350HD Transit Chassis Cab	$34,900.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350HD Transit Chassis Cab	$38,374.00	Yes
Sam Packs Five Star Ford	Ford T-350HD Transit Chassis Cab	$38,463.00	Yes
Silsbee Ford	Ford T-350HD Transit Chassis Cab	$38,891.00	Yes
Sewell Family of Companies	Ford T-350HD Transit Chassis Cab	$39,650.00	No
Rush Truck Center - Austin	Ford T-350HD Transit Chassis Cab	$41,141.00	No

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143. Base Model Price for **Ford T-350HD Transit Chassis Cab** - 3.5L V6 engine, DRW, 9070lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Randall Reed's Prestige Ford	Ford T-350HD Transit Chassis Cab	$41,940.00	No
Chalmers Ford	Ford T-350HD Transit Chassis Cab	$43,435.00	No

144. Base Model Price for **Ford E-350 Cutaway Van Chassis** - 7.3L V8 engine, SRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford E-350 Cutaway Van Chassis (SRW)	$27,988.00	Yes
Rockdale Country Ford	Ford E-350 Cutaway Van Chassis (SRW)	$29,970.00	Yes
Sewell Family of Companies	Ford E-350 Cutaway Van Chassis (SRW)	$30,000.00	Yes
Sam Packs Five Star Ford	Ford E-350 Cutaway Van Chassis (SRW)	$32,945.00	Yes
Austin Mack Haik Ford Lincoln	Ford E-350 Cutaway Van Chassis (SRW)	$33,545.00	Yes
Rush Truck Center - Austin	Ford E-350 Cutaway Van Chassis (SRW)	$34,132.00	No
Silsbee Ford	Ford E-350 Cutaway Van Chassis (SRW)	$36,550.00	No
Randall Reed's Prestige Ford	Ford E-350 Cutaway Van Chassis (SRW)	$36,880.00	No
Chalmers Ford	Ford E-350 Cutaway Van Chassis (SRW)	$38,018.00	No

145. Base Model Price for **Ford E-350 Cutaway Van Chassis** - 7.3L V8 engine, DRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford E-350 Cutaway Van Chassis (DRW)	$28,188.00	Yes
Rockdale Country Ford	Ford E-350 Cutaway Van Chassis (DRW)	$28,400.00	Yes
Sewell Family of Companies	Ford E-350 Cutaway Van Chassis (DRW)	$30,000.00	Yes
Sam Packs Five Star Ford	Ford E-350 Cutaway Van Chassis (DRW)	$33,275.00	Yes
Austin Mack Haik Ford Lincoln	Ford E-350 Cutaway Van Chassis (DRW)	$33,782.00	No
Rush Truck Center - Austin	Ford E-350 Cutaway Van Chassis (DRW)	$34,132.00	No
Silsbee Ford	Ford E-350 Cutaway Van Chassis (DRW)	$36,975.00	No
Randall Reed's Prestige Ford	Ford E-350 Cutaway Van Chassis (DRW)	$37,180.00	No
Chalmers Ford	Ford E-350 Cutaway Van Chassis (DRW)	$38,248.00	No

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146. Base Model Price for **Ford E-350 Stripped Chassis** – 7.3L V8 engine, DRW, 138" wheelbase, 11500lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford E-350 Stripped Chassis	$25,400.00	Yes
Chastang Enterprises, Inc.	Ford E-350 Stripped Chassis	$26,798.00	Yes
Sam Packs Five Star Ford	Ford E-350 Stripped Chassis	$29,962.00	Yes
Austin Mack Haik Ford Lincoln	Ford E-350 Stripped Chassis	$30,574.00	Yes
Rush Truck Center - Austin	Ford E-350 Stripped Chassis	$31,193.00	Yes
Randall Reed's Prestige Ford	Ford E-350 Stripped Chassis	$32,720.00	No
Silsbee Ford	Ford E-350 Stripped Chassis	$32,867.00	No
Chalmers Ford	Ford E-350 Stripped Chassis	$35,135.00	No
Sewell Family of Companies	Ford E-350 Stripped Chassis	$37,716.00	No

147. Base Model Price for **Ford E-450 Chassis Cab** – 7.3L V8, DRW, 158" wheelbase, 14,000lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Ford E-450 Chassis Cab	$30,350.00	Yes
Rockdale Country Ford	Ford E-450 Chassis Cab	$30,620.00	Yes
Chastang Enterprises, Inc.	Ford E-450 Chassis Cab	$30,947.00	Yes
Sam Packs Five Star Ford	Ford E-450 Chassis Cab	$34,979.00	Yes
Austin Mack Haik Ford Lincoln	Ford E-450 Chassis Cab	$35,847.00	No
Rush Truck Center - Austin	Ford E-450 Chassis Cab	$36,463.00	No
Silsbee Ford	Ford E-450 Chassis Cab	$37,984.00	No
Randall Reed's Prestige Ford	Ford E-450 Chassis Cab	$39,630.00	No
Chalmers Ford	Ford E-450 Chassis Cab	$40,252.00	No

148. Base Model Price for **Ford E-450 Stripped Chassis** – 7.3L V8, DRW, 158" wheelbase, 14,500lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford E-450 Stripped Chassis	$27,450.00	Yes
Chastang Enterprises, Inc.	Ford E-450 Stripped Chassis	$27,898.00	Yes

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148. Base Model Price for **Ford E-450 Stripped Chassis** – 7.3L V8, DRW, 158" wheelbase, 14,500lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sam Packs Five Star Ford	Ford E-450 Stripped Chassis	$31,970.00	Yes
Austin Mack Haik Ford Lincoln	Ford E-450 Stripped Chassis	$32,643.00	Yes
Rush Truck Center - Austin	Ford E-450 Stripped Chassis	$33,293.00	No
Randall Reed's Prestige Ford	Ford E-450 Stripped Chassis	$34,300.00	No
Silsbee Ford	Ford E-450 Stripped Chassis	$34,867.00	No
Chalmers Ford	Ford E-450 Stripped Chassis	$37,153.00	No
Sewell Family of Companies	Ford E-450 Stripped Chassis	$42,651.00	No

149. 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 (Ford).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Creative Bus Sales	Creative Bus Sales price list	11%	No
Randall Reed's Prestige Ford	Randall Reed's Prestige Ford price list	6%	Yes
Chastang Enterprises, Inc.	Chastang Enterprises price list	5%	Yes
Silsbee Ford	Silsbee Ford price list	5%	Yes
Austin Mack Haik Ford Lincoln	Austin Mac Haik Ford Lincoln price list	5%	Yes
Rockdale Country Ford	Rockdale Country Ford price list	5%	Yes
Chalmers Ford	Chalmers Ford price list	5%	No
Sam Packs Five Star Ford	Sam Packs Five Star Ford price list	5%	Yes
Sewell Family of Companies	Sewell Family of Companies price list	2%	Yes
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Triple Crown Ford Lincoln - Gilchrist Automotive Group price list	0%	No
Rush Truck Center - Austin	Rush Truck Center - Austin price list	0%	Yes

150. 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 (Ford).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Sam Packs Five Star Ford	Sam Packs Five Star Ford price list	30%	Yes
Chalmers Ford	Chalmers Ford price list	10%	No

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150. 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 (Ford).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
General Truck Body	General Truck Body price list	7%	Yes
Randall Reed's Prestige Ford	Randall Reed's Prestige Ford price list	5%	Yes
Chastang Enterprises, Inc.	Chastang Enterprises price list	5%	Yes
Silsbee Ford	Silsbee Ford price list	5%	Yes
Creative Bus Sales	Austin Mack Haik Ford Lincoln price list	5%	No
Austin Mack Haik Ford Lincoln	Austin Mack Haik Ford Lincoln price list	5%	Yes
Texas Highway Products, LTD	Texas Highway Products price list	3%	No
DPF Alternatives	DPF Alternaives price list	0%	No
Rockdale Country Ford	Rockdale Country Ford price list	0%	Yes
Rush Truck Center - Austin	Rush Truck Centers - Austin price list	0%	Yes

151. Discount (%) off **Original Equipment Manufacturer (OEM) Parts** (Ford).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Sam Packs Five Star Ford	Sam Packs Five Star Ford price list	30%	Yes
Austin Mack Haik Ford Lincoln	Austin Mack Haik Ford Lincoln price list	25%	Yes
Creative Bus Sales	Creative Bus Sales price list	15%	No
Randall Reed's Prestige Ford	Randall Reed's Prestige Ford price list	12%	Yes
Chastang Enterprises, Inc.	Chastang Enterprises price list	5%	Yes
Silsbee Ford	Silsbee Ford price list	5%	Yes
Rockdale Country Ford	Rockdale Country Ford price list	5%	Yes
Chalmers Ford	Chalmers Ford price list	5%	No
Wood Alternator and Starter Service	Wood Alternator and Starter Service price list	0%	No
Rush Truck Center - Austin	Rush Truck Centers - Austin price list	0%	Yes

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152. Discount (%) off **Extended Service Maintenance Agreements** (Ford).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Sam Packs Five Star Ford	Sam Packs Five Star Ford price list	20%	Yes
Austin Mack Haik Ford Lincoln	Austin Mack Haik Ford Lincoln price list	10%	Yes
Chalmers Ford	Chalmers Ford price list	10%	No
Randall Reed's Prestige Ford	Randall Reed's Prestige Ford price list	10%	Yes
Silsbee Ford	Silsbee Ford price list	5%	Yes
Rush Truck Center - Austin	Rush Truck Centers - Austin price list	0%	Yes
Chastang Enterprises, Inc.	Chastang Enterprises price list	0%	Yes
Rockdale Country Ford	Rockdale Country Ford price list	0%	Yes
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Gilchrist Automotive price list	0%	No

153. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles) (Ford).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Austin Mack Haik Ford Lincoln	Austin Mack Haik Ford Lincoln price list	10%	Yes
Sam Packs Five Star Ford	Sam Packs Five Star Ford price list	8%	Yes
Randall Reed's Prestige Ford	Randall Reed's Prestige Ford price list	1%	Yes
Silsbee Ford	Silsbee Ford price list	0%	Yes
Rockdale Country Ford	Rockdale Country Ford price list	0%	Yes
Rush Truck Center - Austin	Rush Truck Centers - Austin price list	0%	Yes
Chastang Enterprises, Inc.	Chastang Enterprises price list	0%	Yes
Sewell Family of Companies	Sweell Family of Companies price list	0%	Yes
Chalmers Ford	Chalmers Ford price list	0%	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Gilchrist Automotive price list	0%	No

154. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Ford).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Ford	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$90.00	Yes

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154. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Ford).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$100.00	Yes
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$135.00	No
Austin Mack Haik Ford Lincoln	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$135.00	Yes
Sam Packs Five Star Ford	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$140.00	Yes
Chalmers Ford	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$155.00	No
Chastang Enterprises, Inc.	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$165.00	Yes
Randall Reed's Prestige Ford	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$169.95	Yes
Creative Bus Sales	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$175.00	No
Rockdale Country Ford	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$180.00	Yes
Sewell Family of Companies	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$209.00	Yes
Rush Truck Center - Austin	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$225.00	Yes
DPF Alternatives	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$0.00	No

155. **Not to Exceed** hourly labor rate for Paint and Body Repair (Ford).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sam Packs Five Star Ford	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$62.00	Yes
Silsbee Ford	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$90.00	Yes
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$90.00	No
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$100.00	Yes
Rockdale Country Ford	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$125.00	Yes

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155. **Not to Exceed** hourly labor rate for Paint and Body Repair (Ford).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$125.00	Yes
Chalmers Ford	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$135.00	No
Randall Reed's Prestige Ford	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$169.95	Yes
Rush Truck Center - Austin	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$225.00	Yes

156. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sam Packs Five Star Ford	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$1.49	Yes
Austin Mack Haik Ford Lincoln	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$1.85	Yes
Silsbee Ford	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$2.00	Yes
Sewell Family of Companies	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$2.00	Yes
Chalmers Ford	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$2.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$2.85	No
Creative Bus Sales	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$3.00	No
Rockdale Country Ford	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$4.00	Yes
Rush Truck Center - Austin	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$4.65	Yes
Chastang Enterprises, Inc.	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$5.25	Yes
Cap-A-Bus, Inc.	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$100.00	Yes
Randall Reed's Prestige Ford	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$2.56	Yes

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157. Base Model Price for **Honda Accord** - Base model, 2.4L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

158. Base Model Price for **Honda Accord Hybrid** - Base model, 2.4L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

159. Base Model Price for **Honda Civic** - Base model, 1.8L SOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

160. Base Model Price for **Honda Civic Hatchback** - Base model, 1.8L SOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

161. Base Model Price for **Honda Civic Si** - Base model, 1.8L SOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

162. Base Model Price for **Honda CR-V** - Base model, 2.4L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

163. Base Model Price for **Honda CR-V Hybrid** - Base model, 204 HP Two-Motor Hybrid Powertrain, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

164. Base Model Price for **Honda HR-V** - Base model, 16-Valve SOHC i-VTEC engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

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165. Base Model Price for **Honda Insight** - Base model, 1.5L SOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

166. Base Model Price for **Honda Odyssey LX** - Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

167. Base Model Price for **Honda Passport** - Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

168. Base Model Price for **Honda Pilot LX** - Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

169. Base Model Price for **Honda Ridgeline RT** - Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

170. 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 (Honda).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

171. 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 (Honda).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Texas Highway Products, LTD	Texas Highway Products price list	3%	No
DPF Alternatives	DPF Alternaives price list	0%	No

172. Discount (%) off Original **Equipment Manufacturer (OEM) Parts** (Honda).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Wood Alternator and Starter Service	Wood Alternator and Starter Service price list	0%	No

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173. Discount (%) off **Extended Service Maintenance Agreements** (Honda).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
No Response			

174. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles) (Honda).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
No Response			

175. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Honda).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Honda)	$100.00	No
DPF Alternatives	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Honda)	$0.00	No

176. **Not to Exceed** hourly labor rate for Paint and Body Repair (Honda).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Paint and Body Repair (Honda)	$100.00	No

177. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Honda).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cap-A-Bus, Inc.	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Honda)	$100.00	No

178. Base Model Price for **Nissan Versa Sedan** - Base model, 1.6L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

179. Base Model Price for **Nissan Sentra** - Base model, 1.8L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

180. Base Model Price for **Nissan Leaf** - Base model, 40kw AC Synchronous motor, 24kWh lithium-ion Battery, 3.6kW onboard charger, cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

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181. Base Model Price for **Nissan Altima** - Base model, 2.5L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

182. Base Model Price for **Nissan Maxima** - Base model, 3.5L DOHC 6-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

183. Base Model Price for **Nissan Frontier** - Base model, 2.5L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

184. Base Model Price for **Nissan Titan** - Base model, 5.6L DOHC V8 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

185. Base Model Price for **Nissan Titan XD** - Base model, 400HP V8 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

186. Base Model Price for **Nissan Rogue** - Base model, 2.5L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

187. Base Model Price for **Nissan Rogue Sport** - Base model, 2.0L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

188. Base Model Price for **Nissan Kicks** - Base model, 1.6L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

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189. Base Model Price for **Nissan Murano** - Base model, 3.5L DOHC 6-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

190. Base Model Price for **Nissan Pathfinder** - Base model, 3.5L DOHC 6-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

191. Base Model Price for **Nissan Armada** - Base model, 5.6L DOHC V8 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

192. Base Model Price for **Nissan Ariya Electric** - Base model, 87 kWh battery, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

193. 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 (Nissan).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
No Response			

194. 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 (Nissan).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
General Truck Body	General Truck Body price list	7%	No
Texas Highway Products, LTD	Texas Highway Products price list	3%	No
DPF Alternatives	DPF Alternaives price list	0%	No

195. Discount (%) off **Original Equipment Manufacturer (OEM) Parts** (Nissan).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Wood Alternator and Starter Service	Wood Alternator and Starter Service price list	0%	No

196. Discount (%) off **Extended Service Maintenance Agreements** (Nissan).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
No Response			

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197. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles) (Nissan).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
No Response			

198. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Nissan).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Nissan)	$100.00	No
DPF Alternatives	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Nissan)	$0.00	No

199. **Not to Exceed** hourly labor rate for Paint and Body Repair (Nissan).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Paint and Body Repair (Nissan)	$100.00	No

200. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Nissan).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cap-A-Bus, Inc.	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Nissan)	$100.00	No

201. Base Model Price for **BMW R1250RT-P Police Motorcycle** - 1170 cc flat twin engine, 6 speed gearbox and shaft drive, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
BMG Xtreme Sports (Jimenez Motorsports, LLC)	BMW R1250RT-P Police Motorcycle	$23,040.00	Yes

202. Base Model Price for **Harley-Davidson Road King FLHP Police Motorcycle** w/ Fork Mounted Windshield - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Harley-Davidson Road King FLHP Police Motorcycle	$19,495.00	Yes

203. Base Model Price for **Harley-Davidson Electra Glide FLHTP Police Motorcycle** w/ Fork Mounted Fairing - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Harley-Davidson Electra Glide FLHTP Police Motorcycle	$19,995.00	Yes

204. Base Model Price for **Harley-Davidson Rescue Electra Glide FLHTP Police Motorcycle** w/ Fork Mounted Fairing - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Harley-Davidson Rescue Electra Glide FLHTP Police Motorcycle	$19,995.00	Yes

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205. Base Model Price for **Harley-Davidson Rescue Road King FLHTP Police Motorcycle** w/ Fork Mounted Fairing - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Harley-Davidson Rescue Road King FLHTP Police Motorcycle	$19,495.00	Yes

206. Base Model Price for **Honda ST1300 PA Police Motorcycle** - 1261 cc DOHC 90 V4 engine, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

207. Base Model Price for **Honda Gold Wing GL1800B Police Motorcycle** - 1833 cc, Horizontally opposed six (6) cylinder,Six speed transmission, ABS braking, Slipper clutch, Cruise control, radar and traffic capable, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

208. Base Model Price for **Yamaha FJR1300 Police Motorcycle** – 1298 cc, liquid -cooled, DOHC inline 4-cylinder, 16 valveengine, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

209. 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 (Police Motorcycles).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
LHD Longhorn Harley-Davidson	LHD Longhorn Harley-Davidson price list	10%	Yes
BMG Xtreme Sports (Jimenez Motorsports, LLC)	BMG Xtreme Sports price list	3%	Yes

210. 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 (Police Motorcycles).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
LHD Longhorn Harley-Davidson	LHD Longhorn Harley-Davidson price list	20%	Yes
Texas Highway Products, LTD	Texas Highway Products price list	3%	No
BMG Xtreme Sports (Jimenez Motorsports, LLC)	BMG Xtreme Sports price list	2%	Yes

211. Discount (%) off **Original Equipment Manufacturer (OEM) Parts** (Police Motorcycles).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
LHD Longhorn Harley-Davidson	LHD Longhorn Harley-Davidson price list	10%	Yes
BMG Xtreme Sports (Jimenez Motorsports, LLC)	BMG Xtreme Sports price list	5%	Yes
Wood Alternator and Starter Service	Wood Alternator and Starter Service price list	0%	No

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212. Discount (%) off **Extended Service Maintenance Agreements** (Police Motorcycles).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
LHD Longhorn Harley-Davidson	LHD Longhorn Harley-Davidson price list	10%	Yes

213. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles) (Police Motorcycles).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
LHD Longhorn Harley-Davidson	LHD Longhorn Harley-Davidson price list	10%	Yes
BMG Xtreme Sports (Jimenez Motorsports, LLC)	BMG Xtreme Sports price list	0%	Yes

214. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Police Motorcycles).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Police Motorcycles)	$120.00	Yes
BMG Xtreme Sports (Jimenez Motorsports, LLC)	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Police Motorcycles)	$145.00	Yes

215. **Not to Exceed** hourly labor rate for Paint and Body Repair (Police Motorcycles).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Not to Exceed hourly labor rate for Paint and Body Repair (Police Motorcycles)	$120.00	Yes
BMG Xtreme Sports (Jimenez Motorsports, LLC)	Not to Exceed hourly labor rate for Paint and Body Repair (Police Motorcycles)	$145.00	Yes

216. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Police Motorcycles).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Police Motorcycles)	$2.00	Yes
BMG Xtreme Sports (Jimenez Motorsports, LLC)	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Police Motorcycles)	$2.00	Yes

217. Base Model Price for **Toyota Camry Sedan** - LE Model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Camry Sedan	$28,620.00	Yes

218. Base Model Price for **Toyota Camry Hybrid Sedan** - LE model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Camry Hybrid Sedan	$31,155.00	Yes

BuyBoard PURCHASING COOPERATIVE

The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services No. 724-23

219. Base Model Price for **Toyota Corolla Sedan** - LE Model, 1.8L, CVT transmission, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Corolla Sedan	$23,080.00	Yes

220. Base Model Price for **Toyota Corolla Sedan Hybrid** - LE Model, 1.8L, CVT transmission, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Corolla Sedan Hybrid	$24,460.00	Yes

221. Base Model Price for **Toyota Crown** - XLE Model, 2.5L Inline 4-Cylinder or Hybrid MAX complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Crown	$42,150.00	Yes

222. Base Model Price for **Toyota Prius Hybrid Hatchback** - LE model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Prius Hybrid Hatchback	$28,840.00	Yes

223. Base Model Price for **Toyota Prius C Hybrid Hatchback** - L Model 5-door, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

224. Base Model Price for **Toyota Tundra Truck** - Extended cab, 5.7L V8, 6-speed automatic, complete with allmanufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Tundra Truck	$42,195.00	Yes

225. Base Model Price for **Toyota Tacoma Pickup Truck** - Extended cab, SR model, 4x2, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Tacoma Pickup Truck	$32,100.00	Yes

226. Base Model Price for **Toyota RAV4 Sport Utility** - LE model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota RAV4 Sport Utility	$29,975.00	Yes

227.Base Model Price for **Toyota RAV4 Hybrid Sport Utility** - LE model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota RAV4 Hybrid Sport Utility	$32,970.00	Yes

The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services No. 724-23

228. Base Model Price for **Toyota Highlander** - LE model, 2.7L I4 complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Highlander	$41,520.00	Yes

229. Base Model Price for **Toyota Highlander Hybrid** - LE model V6 complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Highlander Hybrid	$43,070.00	Yes

230. Base Model Price for **Toyota 4Runner** - Base model 4x2 SR5 V6 complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota 4Runner	$42,655.00	Yes

231. Base Model Price for **Toyota Sequoia Sport Utility** - SR5 Model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Sequoia Sport Utility	$62,675.00	Yes

232. Base Model Price for **Toyota Sienna Passenger Van** - LE Model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Sienna Passenger Van	$38,585.00	Yes

233. 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 (Toyota).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Silsbee Toyota	Silsbee Toyota price list	5%	Yes

234. 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 (Toyota).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
General Truck Body	General Truck Body price list	7%	Yes
Silsbee Toyota	Silsbee Toyota price list	5%	Yes
Texas Highway Products, LTD	Texas Highway Products price list	3%	No
DPF Alternatives	DPF Alternaives price list	0%	No

The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services No. 724-23

235. Discount (%) off **Original Equipment Manufacturer (OEM) Parts** (Toyota).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Silsbee Toyota	Silsbee Toyota price list	5%	Yes
Wood Alternator and Starter Service	Wood Alternator and Starter Service price list	0%	No

236. Discount (%) off **Extended Service Maintenance Agreements** (Toyota).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Silsbee Toyota	Silsbee Toyota price list	5%	Yes

237. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles) (Toyota).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Silsbee Toyota	Silsbee Toyota price list	1%	Yes

238. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Toyota).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Toyota)	$90.00	Yes
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Toyota)	$100.00	Yes
DPF Alternatives	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Toyota)	$0.00	No

239. **Not to Exceed** hourly labor rate for Paint and Body Repair (Toyota).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Not to Exceed hourly labor rate for Paint and Body Repair (Toyota)	$2.00	Yes
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Paint and Body Repair (Toyota)	$100.00	Yes

240. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Toyota).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Toyota)	$2.00	Yes
Cap-A-Bus, Inc.	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Toyota)	$100.00	Yes

The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services No. 724-23

241. Base Model Price for **Ford E-Transit Cargo Van (Addendum No. 1)** - Transit Cargo Van, 9500lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford E-Transit Cargo Van	$42,200.00	Yes
Chastang Enterprises, Inc.	Ford E-Transit Cargo Van	$46,197.00	Yes
Sam Packs Five Star Ford	Ford E-Transit Cargo Van	$46,292.00	Yes
Randall Reed's Prestige Ford	Ford E-Transit Cargo Van	$47,975.00	No
Rush Truck Center - Austin	Ford E-Transit Cargo Van	$48,360.00	No
Silsbee Ford	Ford E-Transit Cargo Van	$48,496.00	No
Creative Bus Sales	Ford E-Transit Cargo Van	$71,541.00	No

242. Base Model Price for **Ford E-Transit Cutaway Van (Addendum No. 1)** - Transit Cutaway Van, 9500lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford E-Transit Cutaway Van	$38,700.00	Yes
Chastang Enterprises, Inc.	Ford E-Transit Cutaway Van	$38,798.00	Yes
Sam Packs Five Star Ford	Ford E-Transit Cutaway Van	$42,401.00	Yes
Randall Reed's Prestige Ford	Ford E-Transit Cutaway Van	$43,860.00	No
Silsbee Ford	Ford E-Transit Cutaway Van	$44,606.00	No
Rush Truck Center - Austin	Ford E-Transit Cutaway Van	$45,360.00	No

243. Base Model Price for **Ford E-Transit Chassis Cab Van (Addendum No. 1)** - Transit Chassis Cab Van, 9500lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford E-Transit Chassis Cab Van	$38,900.00	Yes
Chastang Enterprises, Inc.	Ford E-Transit Chassis Cab Van	$38,993.00	Yes
Sam Packs Five Star Ford	Ford E-Transit Chassis Cab Van	$42,887.00	Yes
Randall Reed's Prestige Ford	Ford E-Transit Chassis Cab Van	$44,350.00	No
Silsbee Ford	Ford E-Transit Chassis Cab Van	$45,092.00	No
Rush Truck Center - Austin	Ford E-Transit Chassis Cab Van	$45,845.00	No

BuyBoard PURCHASING COOPERATIVE

The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services No. 724-23

244. Base Model Price for **Harley-Davidson Road Glide Police Motorcycle (Addendum No. 1)** – Milwaukee-Eight 114 engine, Mechanical adjustable actuation Clutch, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Harley-Davidson Road Glide Police Motorcycle	$20,995.00	Yes

245. Base Model Price for **Harley-Davidson Pan America 1250 Police Motorcycle (Addendum No. 1)** – 60° V-Twin VVT engine, 1251cc displacement, 150HP at 9,000RPM, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Harley-Davidson Pan America 1250 Police Motorcycle	$18,995.00	Yes

246. Base Model Price for **Harley-Davidson Pan America 1250 Special Police Motorcycle (Addendum No. 1)** – 60° V-Twin VVT engine,1251cc displacement, 150HP at 9,000RPM, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Harley-Davidson Pan America 1250 Special Police Motorcycle	$21,695.00	Yes

EXHIBIT B

BuyBoard
National Purchasing Cooperative

October 10, 2023

Sent Via Email: averyt@caldwellcountry.com

AVERYT KNAPP
Caldwell Country Chevrolet (Caldwell Automotive Partners)
PO BOX 27
CALDWELL, TX 77836

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 724-23, Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 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. 724-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

A list of National Cooperative members is available on the buyboard.com website. 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

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com

EXHIBIT C

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD 724-23

End User: Waller County **Caldwell Rep:** JAKE SCHOBINGER QT# JS8224-2

Contact: Brooke Bacuetes **Phone:** 979.429.8847

Phone/email: B.bacuetes@wallercounty.us **Date:** Friday, August 2, 2024

Product Description: 2024 CHEVROLET TAHOE PPV 2WD **email:** jake@usaautomotivepartners.com

A. Bid Series: _____ **A. Base Price:** $ 39,550.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
GBA	BLACK	INCL	RC1	SKID PLATES	INCL
L84	ENGINE, 5.3L ECOTEC3 V8 GAS	INCL	VK3	FRONT LICENSE PLATE BRKT	INCL
MHU	TRANSMISSION, 10 SPEED AUTO	INCL	KX4	ALTERNATOR, 250 AMPS	INCL
C6C	GVWR, 7400 LBS	INCL	J55	HEAVY DUTY BRAKING SYSTEM	INCL
GU5	REAR AXEL, 3.23 RATIO	INCL		POLICE RATED SUSPENSION	INCL
PXT	WHEELS, 20" X 9" BLACK STEEL	INCL		DEEP TINTED GLASS	INCL
XCS	TIRES, 275/55R20 FIREHAWK PURSUI	INCL		BLACK RUBBER VINYL FLOOR	INCL
AZ3	SEATS, 40/20/40 SPLIT BENCH	INCL		CRUISE CONTROL	INCL
H1T	JET BLACK CLOTH SEAT TRIM	INCL		POWER WINDOWS	INCL
IOR	CHEVY INFOTAINMENT 3 SYSTEM	INCL		POWER LOCKS	INCL
AMF	REMOTE KEYLESS ENTRY PKG	INCL		REAR WINDOW DEFOGGER	INCL
				Total of B. Published Options:	**$ 12,600.00**

C. Unpublished Options [Itemize each below, not to exceed 25%]

Disclaimer		Unpublished Options	Bid Price
PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEGDE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. *(CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)*			COLOR / DELIVERY
		Total of C. Unpublished Options:	

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time: $ -

E. UPFITTERS:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $ -

H Lot Insurance (for in-stock and/or equipped vehicles): $ -

I. Contract Price Adjustment: _____ $ -

J. Additional Delivery Charge: _____ **miles** $ -

K. Subtotal: $ 52,150.00

L. Quantity Ordered 2 **x K =** $ 104,300.00

M. Trade in: _____

N. BUYBOARD FEE PER PURCHASE ORDER $ 400.00

O.	**TOTAL PURCHASE PRICE WITH BUYBOARD FEE** ***(PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE)***	**$ 104,700.00**

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CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD 724-23

End User: Waller County **Caldwell Rep:** JAKE SCHOBINGER QT# JS8224-3

Contact: Brooke Bacuetes **Phone:** **979.429.8847**

Phone/email: B.bacuetes@wallercounty.us **Date:** Friday, August 2, 2024

Product Description: 2024 CHEVROLET TAHOE PPV 2WD **email:** jake@usaautomotivepartners.com

A. Bid Series: _____ **A. Base Price:** **$ 39,550.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
GAZ	WHITE	INCL	RC1	SKID PLATES	INCL
L84	ENGINE, 5.3L ECOTEC3 V8 GAS	INCL	VK3	FRONT LICENSE PLATE BRKT	INCL
MHU	TRANSMISSION, 10 SPEED AUTO	INCL	KX4	ALTERNATOR, 250 AMPS	INCL
C6C	GVWR, 7400 LBS	INCL	J55	HEAVY DUTY BRAKING SYSTEM	INCL
GU5	REAR AXEL, 3.23 RATIO	INCL	7X3	LH SPOT LIGHT	INCL
PXT	WHEELS, 20" X 9" BLACK STEEL	INCL		DEEP TINTED GLASS	INCL
XCS	TIRES, 275/55R20 FIREHAWK PURSUI	INCL		BLACK RUBBER VINYL FLOOR	INCL
AZ3	SEATS, 40/20/40 SPLIT BENCH	INCL		CRUISE CONTROL	INCL
H1T	JET BLACK CLOTH SEAT TRIM	INCL		POWER WINDOWS	INCL
IOR	CHEVY INFOTAINMENT 3 SYSTEM	INCL		POWER LOCKS	INCL
AMF	REMOTE KEYLESS ENTRY PKG	INCL		REAR WINDOW DEFOGGER	INCL
				Total of B. Published Options:	**$ 12,850.00**

C. Unpublished Options [Itemize each below, not to exceed 25%]

Disclaimer	Unpublished Options	Bid Price
PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEGDE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (*CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR*)	Stock Unit - RR257661	COLOR / DELIVERY
	Total of C. Unpublished Options:	

D.	**Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:**	**$ -**
E.	**UPFITTERS:**	
F.	**Manufacturer Destination/Delivery:**	
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	**$ -**
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	**$ -**
I.	**Contract Price Adjustment:** _____	**$ -**
J.	**Additional Delivery Charge:** 0 **miles**	**$ -**
K.	**Subtotal:**	**$ 52,400.00**
L.	**Quantity Ordered** 1 **x K =**	**$ 52,400.00**
M.	**Trade in:** _____	
N.	**BUYBOARD FEE PER PURCHASE ORDER**	**$ 400.00**
O.	**TOTAL PURCHASE PRICE WITH BUYBOARD FEE** *(PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE)*	**$ 52,800.00**

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BY AND BETWEEN THE COUNTY OF WALLER, TEXAS AND CALDWELL COUNTRY CHEVROLET, LLC FOR A VEHICLE FOR CONSTABLE, PRECINCT 4

This Agreement for a fleet vehicle for Constable, Precinct 4 is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and Caldwell Country Chevrolet, LLC ("Dealer"), a Texas limited liability company, (collectively "Parties").

WHEREAS, County seeks to purchase a vehicle to add to its existing vehicle fleet for Constable, Precinct 4's office;

WHEREAS, County intends to purchase one (1) White 2024 Chevrolet Tahoe PPV 2WD from Dealer pursuant to its awarded BuyBoard contract (724-23);

WHEREAS, the County and Dealer have the intent to comply with all applicable laws relative to performance of the Contract, especially applicable federal provisions required of all purchases made utilizing the America Rescue Plan Act (ARPA);

WHEREAS, the County and Dealer desire to enter into this Contract to clarify and make explicit the rights, duties, and responsibilities between the Parties as an eligible expenditure under the ARPA; and

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further agree as follows:

1. **Description of Work.** The Dealer shall provide the County with the vehicle and warranty (hereinafter referred to as "Goods and Services") in the manner set forth in Dealer's quote dated Friday, August 2, 2024 which contained requested vehicle specifications as defined herein as "Scope." Dealer shall provide the Goods and Services upon the terms and conditions set forth in the Contract Documents, hereinafter defined, and shall furnish all personnel, labor, equipment, supplies, deliverables, and all other items necessary to provide all of the work as specified by the terms and conditions of the Contract Documents. Dealer will provide the Goods and Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services, and Dealer makes the same guarantee with regard to performance for any and all subcontractors completing Services under this Contract.

A. The Goods and Services are to be performed in a good and workmanlike manner and shall conform in every respect to the following, collectively, the "Contract Documents":

i. This Contract;

ii. BuyBoard's Notice of Proposal Invitation-Proposal Number 724-23 for Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services ("Proposal

Invitation"), attached hereto as Exhibit A and incorporated herein for all purposes;

iii. Co-Op Agreement between BuyBoard and Dealer ("Co-Op Agreement"), attached hereto as Exhibit B and incorporated herein for all purposes; and

iv. Dealer's Quote (Quote) provided to the County on Friday, August 2, 2024 which was reviewed and subsequently approved as compliant by BuyBoard on Sunday, August 4, 2024, attached hereto as Exhibit C.

B. All of the documents referred to in Subsection A of this Section 1, above, are incorporated by reference and made a part of this Contract for all purposes as though each were written word for word in this Contract; provided, however, that in case of a conflict in the language of the Proposal Invitation, Co-Op Agreement, the Quote, and this Contract, the terms and conditions of this Contract shall control, and then the Co-Op Agreement, and then the Proposal Invitation, and then the Quote in that order, and are final and binding on both Parties. Dealer and County further agree that should any dispute or questions arise respecting the true construction or meaning of any of these documents, the true meaning shall be decided by the County and such decision shall be binding and conclusive upon Dealer.

Scope. The Dealer shall furnish one (1) White 2024 Chevrolet Tahoe PPV 2WD for a purchase price not to exceed $52,800.00.

Beginning Operations

Dealer noted that "vehicles are currently in stock and available for immediate delivery." Accordingly, Dealer shall coordinate with the designated County representative, Constable Joel Trimm, as it pertains to delivery once the purchase is authorized by Waller County Commissioners' Court.

2. **Inspection of Sites and Coordination.** Dealer represents that, prior to submitting its Proposal and executing this Contract, Dealer became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Goods and Services under this Contract shall be coordinated under, and performed to the satisfaction of Constable, Precinct 4 Joel Trimm.

3. **Payment.** In exchange for those Goods and Services requested by the County under the Contract Documents, the County agrees to pay Dealer for goods and services at the price listed in Exhibit C, according to the terms and conditions of this Contract for the rendering of goods and services. The County shall pay all valid invoices within 30 days of delivery and acceptance of the vehicle to the requested County delivery site. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.

4. **Term and Termination.** The Contract shall commence on the Effective Date, defined as the date of the last signature affixed hereto, and continue in full force and effect until termination in accordance with its provisions. Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. All expenses occurring after the date of termination shall be the responsibility of Dealer. As an ARPA-funded project, any

contract for the Goods and Services set forth herein must be executed no later than December 31, 2024.

The County reserves the right to terminate the contract immediately if the Dealer fails to (1) meet delivery or completion schedules, or (2) otherwise perform in accordance with the Contract Documents.

The County reserves the right to immediately terminate the Contract if Dealer becomes insolvent or commits acts of bankruptcy.

The County may terminate this contract for cause or convenience by providing 30 days written notice to the Dealer. The notice must state the reasons for such termination. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address identified herein. The Contract will continue in force during the 30 day notice period. The County shall compensate Dealer in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, provided that Constable, Precinct 4 inspects and accepts the goods and services performed by Dealer. Dealer shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate.

5. **Permits; Compliance with Laws and Regulations.** Dealer shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the Goods and Services prior to commencing the Contract. Dealer shall perform its obligations pursuant to this Contract in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the Services to be performed pursuant to this Contract. Dealer acknowledges intended compliance with provisions applicable to expenditures of federal funds and warrants to reimburse the County for any claw back of federal funds due to non-compliance of the provisions applicable to expenditures of federal funds which Dealer agrees to comply with pursuant to execution of the County's Required Forms Packet attached to this Contract as Exhibit D.

6. **Independent Contractor.** Dealer's status shall be that of an independent contractor and not an agent, servant, employee, or representative of the County in the performance of the Goods and Services. Dealer shall exercise independent judgment in performing under this Contract, and in cooperation with the Constable, Precinct 4, is solely responsible for determining how performance under the Contract will be satisfied. No term or provision of this Contract or act of the Dealer in the performance of this Contract shall be construed as making Dealer the agent, servant, or employee of the County.

7. INDEMNITY. CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR

UNDER THIS CONTRACT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS CONTRACT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND KNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8. **Jurisdiction and Venue.** This Contract is made and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court actions brought directly or indirectly by reason of this contract shall be in Waller County, Texas.

This contract is made and is to be performed in Waller County, Texas.

9. Assignment. Dealer shall not sell, assign, transfer, or convey this Contract, in whole or in part, without the prior written consent of the County. As an express condition of consent to any assignment, Dealer shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

10. Right of Review and Audit. County may review any and all of the Goods and Services performed by Dealer under this Contract. County is granted the right to audit, at County's election, all of Dealer's records and billings relating to the performance of this Contract as may be reasonably necessary for County to confirm its payment obligations under this Contract. Dealer agrees to retain such records for a minimum of five (5) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by an audit under this section.

11. No Waiver. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

12. Legal Construction. If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

13. Entire Agreement. This Contract, together with all Exhibits incorporated herein, embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract. The Contract may not be modified, altered, or amended except by written instrument duly executed by both parties.

14. Titles Not Restrictive. The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

15. Tax Exempt. The County is a tax-exempt organization. If Dealer makes purchase under this Contract that will be billed to the County, the County will not reimburse Dealer of taxes from which it is exempt. The County can provide tax exempt paperwork upon request.

16. Other Expenses. Except as otherwise expressly set forth in this Contract and the Contract Documents, each of the parties will bear its own expenses in connection with the performance contemplated by this Contract and the Contract Documents.

17. No Arbitration. The County does not agree to arbitration.

18. Waiver of Subrogation. Contractor and Dealer's insurance carrier waive any and all rights whatsoever with regard to subrogation against Waller County as an indirect party to any suit arising out of personal or property damages resulting from Dealer's, its employees', or subcontractors' performance under this Contract.

19. No Third-Party Beneficiaries. This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

20. Amendments. All amendments and additions to this Contract or its Exhibits and Contract Documents must be approved by Dealer and the Waller County Commissioners Court.

21. Authority to Sign. Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

22. Confidentiality. The County is bound by the Public Information Act and other laws concerning government records. Dealer shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify Dealer if any such information is requested in a public information request, subpoena, or other method so Dealer may argue against the release of such information.

23. Notices. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed communicated as of three (3) days after mailing. Any notice or certification to be provided pursuant to this Contract shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Attn: County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

To Contractor:

Attn: Government Fleet Sales
800 State Highway 21 East
Caldwell, TX 77836

COUNTY

Carbett "Trey" J. Duhon III
County Judge

Date: 8/27/24

DEALER

Jake Schobinger
Government Fleet Sales

Date: 8/27/24

Required Forms
Purchase of One (1) White 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 4
(Contract w/ Caldwell Country Chevrolet LLC #240807-27)

CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

NAME	SOCIAL SECURITY NUMBER
N/A	N/A

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provision of Parts A and D of Title IV of the federal Social Security Act (42 USC Section 601417 and 651-669).

Signature – Company Official

Caldwell Country Chevrolet II LLC
Printed/Type Firm Name

Dennis Dykes – CFO
Printed/Typed Name and Title

8/20/24
Date

Required Forms
Purchase of One (1) White 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 4
(Contract w/ Caldwell Country Chevrolet LLC #240807-27)

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet II LLC
Company Name

8/20/24
Date

Signature of Authorized Company Official

Dennis Dykes
Printed Name

RESIDENT/NONRESIDENT CERTIFICATION

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

Please mark 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):

Caldwell Country Chevrolet II LLC 800 E. Hwy 21
Company Name Address

Caldwell TX 77836
City State Zip Code

A. Does your resident state require a proposer whose principal place of business in is 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

Required Forms
Purchase of One (1) White 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 4
(Contract w/ Caldwell Country Chevrolet LLC #240807-27)

B. What is the prescribed amount or percentage? $_____or_____%

Required Forms
Purchase of One (1) White 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 4
(Contract w/ Caldwell Country Chevrolet LLC #240807-27)

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet II LLC
Company Name

Signature of Authorized Company Official

Dennis Dykes
Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.123. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

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

Caldwell Country Chevrolet II LLC
Company Name

8/20/24
Date

Signature of Authorized Company Official

Dennis Dykes
Printed Name

Required Forms
Purchase of One (1) White 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 4
(Contract w/ Caldwell Country Chevrolet LLC #240807-27)

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as Historically Underutilized Business (HUB) is encouraged to indicate its HUB certification status when responding to this RFP.

Please mark 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 Veteran Affairs or Department of Defense.)

Certification Number:

Name of Certifying Agency:

☑ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet II LLC
Company Name

8/20/24
Date

Signature of Authorized Company Official

Dennis Dykes
Printed Name

Required Forms
Purchase of One (1) White 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 4
(Contract w/ Caldwell Country Chevrolet LLC #240807-27)

DEVIATION AND COMPLIANCE

If your company intends to deviate from the Terms and Conditions, Specifications, or any other requirements contained in the RFP, you must identify on this form where the deviations are specified in your Proposal. Complete and detailed information regarding deviations must be clearly identified in your Proposal. The County 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 the identification on this form of deviations in your Proposal, your company must fully comply with the Terms and Conditions, Specifications, and all other requirements associated with this RFP if awarded a Contract under this RFP. A deviation will not be effective unless it is accepted by the County. The County 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 County reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please mark one of the following:

☐ Proposal contains NO deviations.
☐ Proposal CONTAINS deviations.

Specifically identify the location of any proposed deviations in your Proposal:

Caldwell Country Chevrolet II LLC — Company Name

8/20/24 — Date

Signature of Authorized Company Official

Dennis Dykes — Printed Name

Required Forms
Purchase of One (1) White 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 4
(Contract w/ Caldwell Country Chevrolet LLC #240807-27)

PROPOSER'S BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the County. As such, a Proposer must be an individual or a legal business entity capable of entering into a binding contract. Proposers must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Company: Caldwell Country Chevrolet II LLC

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☐ Corporation
- ☑ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify_____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 87-3246031e

List any other names the Company uses, or is known by (dba, aka, etc.): _____

Caldwell Country Chevrolet II LLC — Company Name

8/20/24 — Date

Signature of Authorized Company Official

Dennis Dykes — Printed Name

Required Forms
Purchase of One (1) White 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 4
(Contract w/ Caldwell Country Chevrolet LLC #240807-27)

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, 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 energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" 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) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet LLC
Company Name

8/20/24
Date

Signature of Authorized Company Official

Dennis Dykes
Printed Name

Required Forms
Purchase of One (1) White 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 4
(Contract w/ Caldwell Country Chevrolet LLC #240807-27)

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) 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; (2) 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 (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) 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 (2) 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:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) 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.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet II LLC
Company Name

8/20/24
Date

Signature of Authorized Company Official

Dennis Dykes
Printed Name

Required Forms
Purchase of One (1) White 2024 Chevrolet Tahoe PPV 2WD
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(Contract w/ Caldwell Country Chevrolet LLC #240807-27)

CERTIFICATION ON INDEBTEDNESS TO COUNTY

Pursuant to Local Government Code 262.0276, and the Order Adopting Contracting Rules for Persons Indebted to County adopted on September 10, 2014, Waller County will not enter into any contract(s) with any person, business, or any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Waller County that is indebted to the County.

Please provide the following information:

Taxpayer Identification Number (TIN): 3-20814-93986

Waller County Property Accounts:
Real Estate N/A Personal Property N/A

Vendor hereby certifies that they do not owe a debt to Waller County, Texas.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet II LLC — 8/20/24
Company Name — Date

Signature of Authorized Company Official — Dennis Dykes
Printed Name

AGREEMENT TO PROVIDE CERTIFICATE OF INSURANCE

I certify that certificates of insurance showing proof of coverages that meet the requirements outlined in this RFP shall be provided to Waller County within ten (10) calendar days of any Notice of Award.

Caldwell Country Chevrolet II LLC — 8/20/24
Company Name — Date

Signature of Authorized Company Official — Dennis Dykes
Printed Name

Required Forms
Purchase of One (1) White 2024 Chevrolet Tahoe PPV 2WD
Vehicle for Constable, Precinct 4
(Contract w/ Caldwell Country Chevrolet LLC #240807-27)

CERTIFICATE OF INTERESTED PARTIES TEXAS ETHICS COMMISSION

(FORM 1295)

Texas Government Code §2252.908 requires that a business entity submit a disclosure of interested parties at the time it submits a signed contract to Waller County. This includes new, amended, extended, or renewed contracts that:

(1) Require an action or vote by the Commissioners Court before the contract may be signed;

(2) Have a value of at least $1 million; or

(3) Are for services that would require a person to register as a lobbyist under Texas Government Code Chapter 305.

A Proposer must:

(1) Go to: https://www.ethics.state.tx.us/filinginfo/1295/ and follow the instructions to submit an electronic filing application. If you already have an account then you may log in and proceed with the process.

(2) Complete and print a copy of the form which will contain a unique certification number.

(3) Have an authorized agent sign the printed copy of the form.

(4) Include the completed Form 1295 with your Proposal when it is submitted to Waller County. (Scanning and emailing this form is sufficient for renewals & maintenance of solicitations.)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1203182

Date Filed:
08/20/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Caldwell Country Chevrolet II LLC
Caldwell, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
240807-27
2024 Chevrolet Tahoe PPV

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dennis Dykes, and my date of birth is _____.

My address is 800 E Hwy 21 (street), Caldwell (city), TX (state), 77836 (zip code), US (country).

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

Executed in Burleson County, State of TX, on the 20 day of Aug (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Caldwell Country Chevrolet II LLC

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

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

Dennis Dykes

Name of Officer

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

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

☐ Yes ☑ No

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

☐ Yes ☑ No

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

N/A

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

7

Signature of vendor doing business with the governmental entity

8/20/24

Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATION OF PROVISIONS APPLICABLE TO EXPENDITURES OF FEDERAL FUNDS

Waller County will specify in the RFP when it expects to fund a project partially or wholly with Federal grant money. If the project will be funded in whole or in part with Federal grant money, conditions/requirements apply in addition to the Terms and Conditions contained in the RFP. If there is a conflict between the Term and Conditions in the RFP and any of the conditions/requirements applicable to the expenditure of Federal funds, the Federal Funds conditions/requirements shall control.

1. Remedies for Vendor Breach/Contract Violations: 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 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Waller County addresses in its RFP Terms and Conditions the remedies available to it for a Vendor's breach, including section 2.67. The remedies included therein are in addition to any remedies that may be available either in law or equity. Vendor agrees to all of the violation and breach of contract terms provided in the RFP.

2. Termination for Cause/Convenience: Contracts in excess of $10,000 that are paid with Federal grant money, whether in whole or in part, may be terminated for cause and/or convenience by Waller County on ten (10) days' notice to the Vendor. If the Contract is terminated in accordance with this section, the County shall only be required to pay Vendor for goods and/or services rendered to the County prior to termination. If the Contract is terminated under this section, the County shall be allowed to return to Vendor any goods in accordance with Vendor's return policy. If the County has paid Vendor for goods and/or services that have not been delivered prior to termination under this section, Vendor shall immediately refund such payment(s). If the County agrees with Vendor in writing to an alternate provision for termination for cause and/or convenience, that agreement shall control.

3. Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all Waller County contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 are 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 County purchase or contract that meets the defition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act: Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, Vendor agrees that for all Waller County prime construction contracts in excess of $2,000 Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, 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, Vendors shall pay wages not less than once a week. Waller County has included a copy of the current prevailing wage determination issued by the Department of Labor with this RFP. Vendor agrees that for any purchase or Contract to which this provision applies, the award of the purchase or contract is conditioned on

Vendor's acceptance of the wage determination. Waller County shall report all suspected or reported violations to the Federal awarding agency. Vendor also agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Waller County shall report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all Waller County contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Vendor shall 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.

6. Rights to Inventions Made Under a Contract or Agreement: If Waller County'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 of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor agrees to comply with these requirements if applicable.

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

8. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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 Waller County if Vendor is later listed

on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

As applicable, Proposer agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Solid Waste Disposal Act: When Waller County uses Federal grant money to fund a Contract, the awarded Vendor 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 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Public Law 115-232, section 889, Telecommunications Equipment: When Waller County uses Federal grant money to fund a Contract, the awarded Vendor shall not obligate or spend loan or grant funds to:

(1) procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Vendor agrees that it will comply with Public Law 115-232, section 889.

12. Profit as Separate Element of Price: For purchases using Federal grant money in excess of the Simplified Acquisition Threshold (SAT), the County must negotiate profit as a separate element of the price for each contract

in which there is no price competition and in all cases where cost analysis is performed. Where applicable, the Vendor agrees to negotiate profit with Waller County as a separate part of its Contract in accordance with 2 CFR 200.324(b).

Vendor certifies and agrees that if Federal money is used to fund the project referenced in the RFP, Vendor shall comply with the Federal Funds conditions/requirements in addition to the Terms and Conditions contained in the RFP.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet II LLC

Company Name

Signature of Authorized Company Official

Dennis Dykes

Printed Name

EXHIBIT A

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • 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. 724-23 for Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services must be received** *on or before 4:00 PM September 7, 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 10th 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

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSAL INVITATION NO. 724-23

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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

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. ***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 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 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. 724-23
Vehicles, Police Motorcycles, Truck, 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 Vehicles, Police Motorcycles, Truck, 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 $252,810,534; 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).**

The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. 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. 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. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.).

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.

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.

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.

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PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services	**Proposal Due Date/Opening Date and Time** September 7, 2023, at 4:00 PM
Proposal Invitation Number 724-23	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2023, through November 30, 2024, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** October 2023

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

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, 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: _____

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VENDOR CONSENT FOR NAME BRAND USE

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

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

BuyBoard

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

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

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

Please check (√) one of the following:

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

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

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

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: _____

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B. Copyright Information

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

Please check (√) one of the following:

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

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

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

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

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

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

D. Consent to Release Proposal Tabulation

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

Initial: _____

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

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting 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 <u>each</u> 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:** _____

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3. Equal Employment Opportunity:

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

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

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

4. Davis-Bacon Act:

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

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

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

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

5. Contract Work Hours and Safety Standards Act:

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

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

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

Initial: _____

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

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

Vendor agrees to comply with the above requirements when applicable.

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

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

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

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

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

8. Debarment and Suspension:

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

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

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

9. Byrd Anti-Lobbying Amendment:

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

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

Initial: _____

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10. Procurement of Recovered Materials:

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

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

11. Domestic Preferences for Procurements:

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

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

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

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

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

13. Profit as a Separate Element of Price:

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

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

14. General Compliance and Cooperation with Cooperative Members:

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

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

Initial: _____

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COMPLIANCE FORMS SIGNATURE PAGE

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

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

_____
Company Name

_____
Signature of Authorized Company Official

_____
Printed Name and Title

_____
Date

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

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

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

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

VENDOR BUSINESS NAME

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

Name of Proposing Company:

_____

*(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.)*

_____

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VENDOR CONTACT INFORMATION

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

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

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

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

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

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

CURRENT BUYBOARD VENDORS

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

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: _____

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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.)

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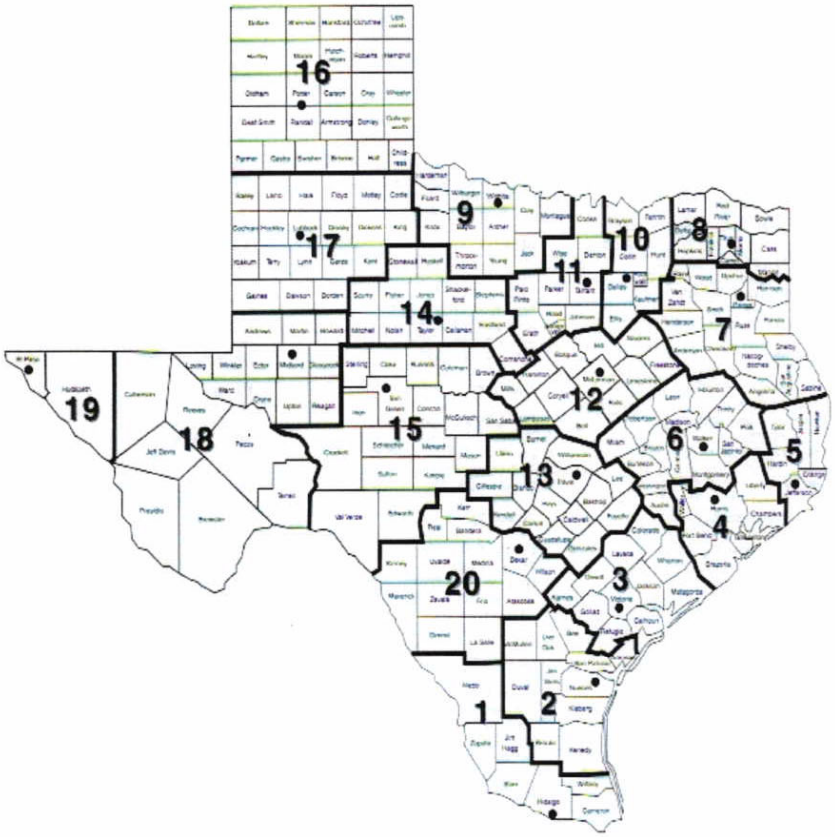
TEXAS REGIONAL SERVICE DESIGNATION

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

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

Regional Education Service Centers



Region and Headquarters

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

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STATE SERVICE DESIGNATION

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

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

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

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

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
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Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

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

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same 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.

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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

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LOCATION/AUTHORIZED SELLER LISTINGS

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

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

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MANUFACTURER DEALER DESIGNATION

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

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

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

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

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

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip Code

Phone Number

Fax Number

Email address

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

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire 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.

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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.

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

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

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

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

NAME OF VENDOR: _____

_____
Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(*For Cooperative Administrator Use Only*)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

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PROPOSAL SPECIFICATION SUMMARY

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

PROPOSAL NOTE 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: The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. 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. 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. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.). 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.**

PROPOSAL NOTE 4: 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.

Section 1: Chevrolet Vehicles

1. Base Model Price for **Chevrolet Trailblazer Sport Utility** – LS base model, complete with all manufacturer's standard equipment.
2. Base Model Price for **Chevrolet Blazer Sport Utility** – 2LT base model, complete with all manufacturer's standard equipment.
3. Base Model Price for **Chevrolet Malibu Mid-Size Sedan** - LS base model, complete with all manufacturer's standard equipment.
4. Base Model Price for **Chevrolet Trax Sport Utility** – LS base model, complete with all manufacturer's standard equipment.
5. Base Model Price for **Chevrolet Traverse (FWD) Sport Utility** – LS FWD base model, complete with all manufacturer's standard equipment.

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6. Base Model Price for **Chevrolet Traverse (AWD) Sport Utility** – LS AWD base model, complete with all manufacturer's standard equipment.
7. Base Model Price for **Chevrolet Equinox (FWD) Sport Utility** - LS FWD base model, complete with all manufacturer's standard equipment.
8. Base Model Price for **Chevrolet Equinox (AWD) Sport Utility** – LS AWD base model, complete with all manufacturer's standard equipment.
9. Base Model Price for **Chevrolet Tahoe Sport Utility** – LS 2WD base model, complete with all manufacturer's standard equipment.
10. Base Model Price for **Chevrolet Suburban Sport Utility** - LS 2WD, 1/2-ton, base model complete with all manufacturer's standard equipment.
11. Base Model Price for **Chevrolet Colorado Extended Cab Truck** - Extended cab, 2WD, base model complete with all manufacturer's standard equipment.
12. Base Model Price for **Chevrolet Silverado 1500 Full Size Regular Cab Truck** - 1/2-ton, Regular Cab, Standard bed, 2WD, WT base model complete with all manufacturer's standard equipment.
13. Base Model Price for **Chevrolet Silverado 1500 Full Size Double Cab Truck** - 1/2-ton, Double Cab, Standard bed, 2WD, WT base model complete with all manufacturer's standard equipment.
14. Base Model Price for **Chevrolet Silverado 1500 Full Size Crew Cab Truck** - 1/2-ton, Crew Cab, Standard bed, 2WD, WT base model complete with all manufacturer's standard equipment.
15. Base Model Price for **Chevrolet Silverado 2500HD Full Size Truck** - 3/4-ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.
16. Base Model Price for **Chevrolet Silverado 3500HD Full Size Truck** - 1-ton, Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.
17. Base Model Price for **Chevrolet Colorado Chassis Extended Cab** - Colorado Chassis Extended Cab, 2WD, base model complete with all manufacturer's standard equipment.
18. Base Model Price for **Chevrolet Silverado 3500HD Chassis Cab** - Silverado 3500 Chassis Cab, 2WD, Regular Cab, base model complete with all manufacturer's standard equipment.
19. Base Model Price for **Chevrolet Express Cutaway Van** - Chevrolet Express Cutaway Van, base model complete with all manufacturer's standard equipment.
20. Base Model Price for **Chevrolet Tahoe (PPV) Police Package** - 2WD, Police package with all manufacturer's standard equipment.
21. Base Model Price for **Chevrolet Tahoe (SSV) Police Package** - 2WD, Police package with all manufacturer's standard equipment.
22. Base Model Price for **Chevrolet Silverado (SSV) Police Package** - 2WD, Police package with all manufacturer's standard equipment.
23. Base Model Price for **Chevrolet Blazer EV (PPV) Police Package** - 2WD, Police package with all manufacturer's standard equipment.
24. Base Model Price for **Chevrolet Camaro Sport Sedan** – Coupe 1LS base model, complete with all manufacturer's standard equipment.
25. Base Model Price for **Chevrolet Silverado EV Electric Truck** - Electric truck, base model complete with all manufacturer's standard equipment.
26. Base Model Price for **Chevrolet Blazer EV Electric Sport Utility** - Electric sport utility, base model complete with all manufacturer's standard equipment.
27. Base Model Price for **Chevrolet Equinox EV Electric Sport Utility** - Electric sport utility, base model complete with all manufacturer's standard equipment.
28. Base Model Price for **Chevrolet Bolt EV** - LT base model, complete with all manufacturer's standard equipment.
29. Base Model Price for **Chevrolet Bolt EUV All Electric Sport Utility** - EUV LT base model, complete with all manufacturer's standard equipment.
30. Base Model Price for **Chevrolet Express 2500 Full Size Cargo Van** - WT base model, complete with all manufacturer's standard equipment.
31. Base Model Price for **Chevrolet Express 2500 Full Size Passenger Van** - LT base model, complete with all manufacturer's standard equipment.

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Section 2: GMC Vehicles

32. Base Model Price for **GMC Terrain Sport Utility** - SLE base model, complete with all manufacturer's standard equipment.
33. Base Model Price for **GMC Acadia Sport Utility** - SLE base model, complete with all manufacturer's standard equipment.
34. Base Model Price for **GMC Yukon Sport Utility** - SLE base model, complete with all manufacturer's standard equipment.
35. Base Model Price for **GMC Canyon Extended Cab Truck** - Extended cab, 2WD base model, complete with all manufacturer's standard equipment.
36. Base Model Price for **GMC Sierra 1500 Full Size Truck** - 1/2-ton, Regular Cab, 2WD base model, complete with all manufacturer's standard equipment.
37. Base Model Price for **GMC Sierra 2500HD Full Size Truck** - 3/4-ton, Heavy Duty Regular Cab, 2WD base model, complete with all manufacturer's standard equipment.
38. Base Model Price for **GMC Sierra 2500HD Full Size Truck** - 1-ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.
39. Base Model Price for **GMC Sierra 3500HD Chassis Cab** – Chassis Cab, 2WD, Regular Cab, base model complete with all manufacturer's standard equipment.
40. Base Model Price for **GMC Savana 2500 Full Size Cargo Van** – Cargo Van, base model complete with all manufacturer's standard equipment.
41. Base Model Price for **GMC Savana 2500 Full Size Passenger Van** – Passenger Van, base model complete with all manufacturer's standard equipment.
42. Base Model Price for **GMC Savana 2500 Cutaway Van** – Cutaway Van, base model complete with all manufacturer's standard equipment.

Section 3: Buick Vehicles

43. Base Model Price for **Buick Encore Sport Utility** - 1SB base model, complete with all manufacturer's standard equipment.
44. Base Model Price for **Buick Enclave (FWD) Sport Utility** - 1SD FWD base model, complete with all manufacturer's standard equipment.

Section 4: Chevrolet/GMC/Buick Model Vehicles OPTIONS and EQUIPMENT

45. 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.
46. 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.
47. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
48. Discount (%) off **Extended Service Maintenance Agreements.**
49. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 5: Chevrolet/GMC/Buick Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

50. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service.
51. **Not to Exceed** hourly labor rate for Paint and Body Repair.
52. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles.

Section 6: Chrysler Vehicles

53. Base Model Price for **Chrysler 300 Sedan** - Base sedan model, 3.6L, 8 speed automatic, flex fuel with 6 cyl engine, complete with all manufacturer's standard equipment.
54. Base Model Price for **Chrysler Pacifica Passenger Van** - Base model, standard 9 speed automatic transmission, on all trim levels, complete with all manufacturer's standard equipment.

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Section 7: Dodge Vehicles

55. Base Model Price for **Dodge Charger Sedan** - Base model, 3.6L, 8 speed Automatic, standard on all trim levels and platforms on charger, flex fuel on 6-cylinder engine configuration, complete with all manufacturer's standard equipment.
56. Base Model Price for **Dodge Journey Mid-Size Crossover** - Front wheel drive, 2.4L DOHC, flex fuel, SE Base Model with 29E package complete with all manufacturer's standard equipment.
57. Base Model Price for **Dodge Durango Sport Utility** - Base Model, rear wheel drive, 3.6L V6 Engine, Flex Fuel, complete with all manufacturer's standard equipment.
58. Base Model Price for **Dodge Charger Pursuit Police Package** - Base model, 3.6L, flex fuel vehicle on 6 cylinder model, 292 horsepower, complete with all manufacture's standard equipment.
59. Base Model Price for **Dodge Durango Full Size SUV Special Service** - Base Model, rear wheel drive, 3.6L Engine, 6-cyl standard, 8 speed automatic standard, complete with all manufacturer's standard equipment.
60. Base Model Price for **Dodge Durango (AWD) Pursuit Police Package** - Base Model, AWD, 3.6L V-6 Engine, 8 speed automatic standard, complete with all manufacturer's standard equipment.
61. Base Model Price for **Dodge RAM 1500 Special Services Pickup** - Base Model, Crew Cab, 4X4, 5.7L V8 Hemi, 8 speed automatic, complete with all manufacturer's standard equipment.
62. Base Model Price for **Dodge RAM 2500HD Special Services Pickup** - Base Model, Crew Cab, 4X4, 6.4L V8 Hemi, 8 speed automatic, complete with all manufacturer's standard equipment.
63. Base Model Price for **Dodge RAM 3500HD Special Services Pickup** - Base Model, Crew Cab, 4X4, 6.4L V8 Hemi, 8 speed automatic, complete with all manufacturer's standard equipment.
64. Base Model Price for **Dodge RAM Tradesman 1500 Full Size Truck** - ST Base Model, 1/2-ton, Regular Cab, 4X2, 3.6L V6, 8 speed automatic, short bed, with flex fuel availability, complete with all manufacturer's standard equipment.
65. Base Model Price for **Dodge RAM 1500 (REV) Full Size Truck** - Base Model, Crew Cab, complete with all manufacturer's standard equipment.
66. Base Model Price for **Dodge RAM Tradesman 2500 Full Size Truck** - ST Base Model, 3/4-ton, regular cab, 4X2, 5.7L V8, automatic, complete with all manufacturer's standard equipment.
67. Base Model Price for **Dodge RAM Tradesman 3500 Full Size Truck** - ST Base Model, 1-ton, regular cab, 4X2, 5.7L V8, automatic, regular bed, complete with all manufacturer's standard equipment.
68. Base Model Price for **Dodge RAM Tradesman 3500 Chassis Cab Truck** - ST Base model with 6.4L V8, automatic, complete with all manufacturer's standard equipment.
69. Base Model Price for **Dodge RAM ProMaster City Cargo Van** - Base model, 2.4L engine, 9-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.
70. Base Model Price for **Dodge RAM ProMaster City Passenger Van** - Base model, 2.4L engine, 9-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.
71. Base Model Price for **Dodge RAM 1500 ProMaster Cargo Van (Low Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.
72. Base Model Price for **Dodge RAM 1500 ProMaster Cargo Van (High Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, High Roof, complete with all manufacturer's standard equipment.
73. Base Model Price for **Dodge RAM 2500 ProMaster Cargo Van (Low Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.
74. Base Model Price for **Dodge RAM 2500 ProMaster Cargo Van (High Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, High Roof, complete with all manufacturer's standard equipment.
75. Base Model Price for **Dodge RAM 3500 ProMaster Cargo Van (Low Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.
76. Base Model Price for **Dodge RAM 3500 ProMaster Cargo Van (High Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, High Roof, complete with all manufacturer's standard equipment.
77. Base Model Price for **Dodge RAM 2500 ProMaster Window Passenger Van** - Base model, 3.6L V6 engine, 6-spd automatic, complete with all manufacturer's standard equipment.
78. Base Model Price for **Dodge RAM 3500 ProMaster Window Passenger Van** - Base model, 3.6L V6 engine, 6-spd automatic, complete with all manufacturer's standard equipment.
79. Base Model Price for **Dodge RAM 3500 ProMaster Cutaway Chassis Van** - Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment.

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Section 8: Jeep Vehicles

80. Base Model Price for **Jeep Cherokee** - Base model, 2.4 Liter engine, 9-Spd automatic, complete with all manufacturer's standard equipment.
81. Base Model Price for **Jeep Grand Cherokee Laredo Sport Utility** - Base model, Rear wheel drive, 3.6L V6 engine with 8 speed automatic, 4x2, complete with all manufacturer's standard equipment.
82. Base Model Price for **Jeep Grand Cherokee Laredo (Electric Hybrid) Sport Utility** - Base model, Rear wheel drive, 2.0L engine, 4x2, complete with all manufacturer's standard equipment.
83. Base Model Price for **Jeep Renegade Sport Utility** - Base model, 1.4L I4 Multi Air Engine with A/C, complete with all manufacturer's standard equipment.
84. Base Model Price for **Jeep Wrangler Sport Utility** - Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment.
85. Base Model Price for **Jeep Compass** - Base model, 2.0 Liter engine, 8-Spd automatic, complete with all manufacturer's standard equipment.
86. Base Model Price for **Jeep Wagoneer** - Base model, 5.7L V8 engine, 8-Spd automatic, complete with all manufacturer's standard equipment.
87. Base Model Price for **Jeep Grand Wagoneer** - Base model, 6.4L V8 engine, 8-Spd automatic, complete with all manufacturer's standard equipment.

Section 9: Chrysler/Dodge/Jeep Model Vehicles OPTIONS and EQUIPMENT

88. 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.
89. 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.
90. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
91. Discount (%) off **Extended Service Maintenance Agreements.**
92. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 10: Chrysler/Dodge/Jeep Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

93. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service.
94. **Not to Exceed** hourly labor rate for Paint and Body Repair.
95. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles.

Section 11: Ford Vehicles

96. Base Model Price for **Ford Mustang** - Two door, 2.3L EcoBoost engine, complete with all manufacturer's standard equipment.
97. Base Model Price for **Ford Mustang Mach E** - Two door, Electric engine, complete with all manufacturer's standard equipment.
98. Base Model Price for **Ford EcoSport** - S Trim Package, 2.0L Ti-VCT engine, complete with all manufacturer's standard equipment.
99. Base Model Price for **Ford Escape Base Sport Utility** - Base Trim Package, 1.5L EcoBoost engine, complete with all manufacturer's standard equipment.
100. Base Model Price for **Ford Edge Sport Utility** - SE Trim Package, four doors, 2.0L EcoBoost engine, complete with all manufacturer's standard equipment.
101. Base Model Price for **Ford Bronco Sport Base** - Base Trim Package, 1.5L EcoBoost engine, complete with all manufacturer's standard equipment.
102. Base Model Price for **Ford Bronco Base** - Base Trim Package, 2.3L EcoBoost I-4 engine, 10 speed automatic transmission, complete with all manufacturer's standard equipment.
103. Base Model Price for **Ford Explorer Base Sport Utility** - Base package; 2.3L EcoBoost I4 engine, complete with all manufacturer's standard equipment.

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104. Base Model Price for **Ford Police F-150 SSV** – Crew Cab, Four door, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.
105. Base Model Price for **Ford Police F-150 Lighting Pro SSV** – Crew Cab, Four door, Electric engine, complete with all manufacturer's standard equipment.
106. Base Model Price for **Ford Police Interceptor Sport Utility** - AWD, 3.3L HEV engine complete with all manufacturer's standard equipment.
107. Base Model Price for **Ford Expedition SSV Utility** – 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.
108. Base Model Price for **Ford Expedition SSV Extended Length Utility** - Expedition SSV Extended length trim package, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.
109. Base Model Price for **Ford Police Transit Van -** Prisoner Transport Vehicle, SRW, 3.5L PFDI V6 engine, complete with all manufacturer's standard equipment.
110. Base Model Price for **Ford Police Transit Van -** Prisoner Transport Vehicle, DRW, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.
111. Base Model Price for **Ford Expedition XL STX Sport Utility** - Expedition XL Trim Package, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.
112. Base Model Price for **Ford Expedition EL Sport Utility** - Expedition XL Extended length trim package, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.
113. Base Model Price for **Ford Ranger Truck** - Super Cab (R1A); XL Package, 2.3L EcoBoost I4 Engine, complete with all manufacturer's standard equipment.
114. Base Model Price for **Ford Maverick Truck** - Super Cab, XL Package, 2.5L Full Hybrid Engine (FHEV), complete with all manufacturer's standard equipment.
115. Base Model Price for **Ford F-150 Truck** - Regular Cab (F1C), 1/2-ton, regular cab, 4x2, 6.5' Bed, 3.3L Ti-VCT V6, complete with all manufacturer's standard equipment.
116. Base Model Price for **Ford F-150 Truck** - Regular Cab CNG/LPG, 1/2-ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, compete with all manufacturer's standard equipment.
117. Base Model Price for **Ford F-150 Lighting Pro Truck** - Regular Cab, Electric, 1/2-ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, complete with all manufacturer's standard equipment.
118. Base Model Price for **Ford F-250 Truck** - Regular Cab (F2A), 3/4-ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.
119. Base Model Price for **Ford F-350 Truck (SRW)** - Regular Cab (F3A), 1 ton, 6.2L V8 engine, automatic transmission, 4x2 SRW, TorqShift 10-Speed SelectShift Automatic, 8' Bed, complete with all manufacturer's standard equipment.
120. Base Model Price for **Ford F-350 Truck (DRW)** - Regular Cab (F3A), 1 ton, 6.2L V8 engine, automatic transmission, 4x2 DRW, TorqShift 10-Speed SelectShift Automatic, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.
121. Base Model Price for **Ford 450 Truck** – 7.3L PFI V8, Regular Cab, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.
122. Base Model Price for **Ford 550 Truck** – 7.3L PFI V8, Regular Cab, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.
123. Base Model Price for **Ford 600 Truck** – 7.3L PFI V8, Regular Cab, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.
124. Base Model Price for **Ford Transit Connect Passenger Wagon** - Transit Connect Wagon, 2.0L GDI I4 engine, complete with all manufacturer's standard equipment.
125. Base Model Price for **Ford Transit Connect Cargo Van** - Transit Connect Van, 2.0L GDI I4 engine, complete with all manufacturer's standard equipment.
126. Base Model Price for **Ford T-150 Transit Cargo Van (Low Roof)** - 3.5L PFDi V6 engine, 8670lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.
127. Base Model Price for **Ford T-150 Transit Cargo Van (Medium Roof)** - 3.5L PFDi V6 engine, 8670lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.
128. Base Model Price for **Ford T-250 Transit Cargo Van (Low Roof)** - 3.5L PFDi V6 engine, 9070lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.
129. Base Model Price for **Ford T-250 Transit Cargo Van (Medium Roof)** - 3.5L PFDi V6 engine, 9070lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

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130. Base Model Price for **Ford T-250 Transit Cargo Van (High Roof)** - 3.5L PFDi V6 engine, 9070lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.
131. Base Model Price for **Ford T-350 Transit Cargo Van (Low Roof)** - 3.5L PFDi V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.
132. Base Model Price for **Ford T-350 Transit Cargo Van (Medium Roof)** - 3.5L PFDi V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.
133. Base Model Price for **Ford T-350 Transit Cargo Van (High Roof)** - 3.5L PFDi V6 engine, 9500lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.
134. Base Model Price for **Ford T-350 Transit Passenger Van (Low Roof)** - Seating for 12, 3.5L PDFI V6 engine, 9250lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.
135. Base Model Price for **Ford T-350 Transit Passenger Van (Medium Roof)** - Seating for 12, 3.5L PDFI V6 engine, 9250lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.
136. Base Model Price for **Ford T-350 Transit Passenger Van (High Roof)** - Seating for 12, 3.5L PDFI V6 engine, 9250lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.
137. Base Model Price for **Ford T-350 Transit Passenger Van (Low Roof)** - Seating for 15, 3.5L PDFI V6 engine, 9400lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.
138. Base Model Price for **Ford T-350 Transit Passenger Van (Medium Roof)** - Seating for 15, 3.5L PDFI V6 engine, 9400lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.
139. Base Model Price for **Ford T-350 Transit Passenger Van (High Roof)** - Seating for 15, 3.5L PDFI V6 engine, 9400lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.
140. Base Model Price for **Ford T-250 Transit Cutaway Chassis** - 3.5L V6 engine, 9070lbs GVWR, complete with all manufacturer's standard equipment.
141. Base Model Price for **Ford T-250 Transit Chassis Cab** - 3.5L V6 engine, 9070lbs GVWR, complete with all manufacturer's standard equipment.
142. Base Model Price for **Ford T-350HD Transit Cutaway Chassis** - 3.5L V6 engine, DRW,9070lbs GVWR, complete with all manufacturer's standard equipment.
143. Base Model Price for **Ford T-350HD Transit Chassis Cab** - 3.5L V6 engine, DRW, 9070lbs GVWR, complete with all manufacturer's standard equipment.
144. Base Model Price for **Ford E-350 Cutaway Van Chassis** - 7.3L V8 engine, SRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.
145. Base Model Price for **Ford E-350 Cutaway Van Chassis** - 7.3L V8 engine, DRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.
146. Base Model Price for **Ford E-350 Stripped Chassis** – 7.3L V8 engine, DRW, 138" wheelbase, 11500lbs GVWR, complete with all manufacturer's standard equipment.
147. Base Model Price for **Ford E-450 Chassis Cab** – 7.3L V8, DRW, 158" wheelbase, 14,000lbs GVWR, complete with all manufacturer's standard equipment.
148. Base Model Price for **Ford E-450 Stripped Chassis** – 7.3L V8, DRW, 158" wheelbase, 14,500lbs GVWR, complete with all manufacturer's standard equipment.

Section 12: Ford Model Vehicles OPTIONS and EQUIPMENT

149. 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.
150. 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.
151. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
152. Discount (%) off **Extended Service Maintenance Agreements.**
153. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 13: Ford Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

154. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service.
155. **Not to Exceed** hourly labor rate for Paint and Body Repair.
156. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles.

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Section 14: Honda Vehicles

157. Base Model Price for **Honda Accord** - Base model, 2.4L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
158. Base Model Price for **Honda Accord Hybrid**- Base model, 2.4L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
159. Base Model Price for **Honda Civic** - Base model, 1.8L SOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
160. Base Model Price for **Honda Civic Hatchback** - Base model, 1.8L SOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
161. Base Model Price for **Honda Civic Si** - Base model, 1.8L SOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
162. Base Model Price for **Honda CR-V** - Base model, 2.4L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
163. Base Model Price for **Honda CR-V Hybrid** - Base model, 204 HP Two-Motor Hybrid Powertrain, complete with all manufacturer's standard equipment.
164. Base Model Price for **Honda HR-V** - Base model, 16-Valve SOHC i-VTEC engine, complete with all manufacturer's standard equipment.
165. Base Model Price for **Honda Insight** - Base model, 1.5L SOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
166. Base Model Price for **Honda Odyssey LX** - Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.
167. Base Model Price for **Honda Passport** - Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.
168. Base Model Price for **Honda Pilot LX** - Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.
169. Base Model Price for **Honda Ridgeline RT** - Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.

Section 15: Honda Model Vehicles OPTIONS and EQUIPMENT

170. 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.
171. 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.
172. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
173. Discount (%) off **Extended Service Maintenance Agreements.**
174. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 16: Honda Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

175. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service.
176. **Not to Exceed** hourly labor rate for Paint and Body Repair.
177. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles.

Section 17: Nissan Vehicles

178. Base Model Price for **Nissan Versa Sedan** - Base model, 1.6L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
179. Base Model Price for **Nissan Sentra** - Base model, 1.8L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
180. Base Model Price for **Nissan Leaf** - Base model, 40kw AC Synchronous motor, 24kWh lithium-ion Battery, 3.6kW onboard charger, cylinder engine, complete with all manufacturer's standard equipment.
181. Base Model Price for **Nissan Altima** - Base model, 2.5L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
182. Base Model Price for **Nissan Maxima** - Base model, 3.5L DOHC 6-cylinder engine, complete with all manufacturer's standard equipment.

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183. Base Model Price for **Nissan Frontier** - Base model, 2.5L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
184. Base Model Price for **Nissan Titan** - Base model, 5.6L DOHC V8 engine, complete with all manufacturer's standard equipment.
185. Base Model Price for **Nissan Titan XD** - Base model, 400HP V8 engine, complete with all manufacturer's standard equipment.
186. Base Model Price for **Nissan Rogue** - Base model, 2.5L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
187. Base Model Price for **Nissan Rogue Sport** - Base model, 2.0L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
188. Base Model Price for **Nissan Kicks** - Base model, 1.6L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.
189. Base Model Price for **Nissan Murano** - Base model, 3.5L DOHC 6-cylinder engine, complete with all manufacturer's standard equipment.
190. Base Model Price for **Nissan Pathfinder** - Base model, 3.5L DOHC 6-cylinder engine, complete with all manufacturer's standard equipment.
191. Base Model Price for **Nissan Armada** - Base model, 5.6L DOHC V8 engine, complete with all manufacturer's standard equipment.
192. Base Model Price for **Nissan Ariya Electric** - Base model, 87 kWh battery, complete with all manufacturer's standard equipment.

Section 18: Nissan Model Vehicles OPTIONS and EQUIPMENT

193. 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.
194. 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.
195. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
196. Discount (%) off **Extended Service Maintenance Agreements.**
197. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 19: Nissan Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

198. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service.
199. **Not to Exceed** hourly labor rate for Paint and Body Repair.
200. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles.

Section 20: Police Motorcycles - BMW

201. Base Model Price for **BMW R1250RT-P Police Motorcycle** - 1170 cc flat twin engine, 6 speed gearbox and shaft drive, equipped with standard police equipment.

Section 21: Police Motorcycles - Harley Davidson

202. Base Model Price for **Harley-Davidson Road King FLHP Police Motorcycle** w/ Fork Mounted Windshield - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch, equipped with standard police equipment.
203. Base Model Price for **Harley-Davidson Electra Glide FLHTP Police Motorcycle** w/ Fork Mounted Fairing - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch, equipped with standard police equipment.
204. Base Model Price for **Harley-Davidson Rescue Electra Glide FLHTP Police Motorcycle** w/ Fork Mounted Fairing - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch, equipped with standard police equipment.
205. Base Model Price for **Harley-Davidson Rescue Road King FLHTP Police Motorcycle** w/ Fork Mounted Fairing - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch, equipped with standard police equipment.

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Section 22: Police Motorcycles - Honda

206. Base Model Price for **Honda ST1300 PA Police Motorcycle** - 1261 cc DOHC 90 V4 engine, equipped with standard police equipment.
207. Base Model Price for **Honda Gold Wing GL1800B Police Motorcycle** - 1833 cc, Horizontally opposed six (6) cylinder, Six speed transmission, ABS braking, Slipper clutch, Cruise control, radar and traffic capable, equipped with standard police equipment.

Section 23: Police Motorcycles - Yamaha

208. Base Model Price for **Yamaha FJR1300 Police Motorcycle** – 1298 cc, liquid -cooled, DOHC inline 4-cylinder, 16 valve engine, equipped with standard police equipment.

Section 24: Police Motorcycles OPTIONS and EQUIPMENT

209. 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.
210. 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.
211. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
212. Discount (%) off **Extended Service Maintenance Agreements.**
213. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 25: Police Motorcycles Delivery Fees and Labor Rate for Installation and Repair Service

214. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service.
215. **Not to Exceed** hourly labor rate for Paint and Body Repair.
216. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles.

Section 26: Toyota Vehicles

217. Base Model Price for **Toyota Camry Sedan** - LE Model, complete with all manufacturer's standard equipment.
218. Base Model Price for **Toyota Camry Hybrid Sedan** - LE model complete with all manufacturer's standard equipment.
219. Base Model Price for **Toyota Corolla Sedan** - LE Model, 1.8L, CVT transmission, complete with all manufacturer's standard equipment.
220. Base Model Price for **Toyota Corolla Sedan Hybrid** - LE Model, 1.8L, CVT transmission, complete with all manufacturer's standard equipment.
221. Base Model Price for **Toyota Crown** - XLE Model, 2.5L Inline 4-Cylinder or Hybrid MAX complete with all manufacturer's standard equipment.
222. Base Model Price for **Toyota Prius Hybrid Hatchback** - LE model, complete with all manufacturer's standard equipment.
223. Base Model Price for **Toyota Prius C Hybrid Hatchback -** L Model 5-door, complete with all manufacturer's standard equipment.
224. Base Model Price for **Toyota Tundra Truck** - Extended cab, 5.7L V8, 6-speed automatic, complete with all manufacturer's standard equipment.
225. Base Model Price for **Toyota Tacoma Pickup Truck** - Extended cab, SR model, 4x2, complete with all manufacturer's standard equipment.
226. Base Model Price for **Toyota RAV4 Sport Utility** - LE model, complete with all manufacturer's standard equipment.
227. Base Model Price for **Toyota RAV4 Hybrid Sport Utility** - LE model, complete with all manufacturer's standard equipment.
228. Base Model Price for **Toyota Highlander** - LE model, 2.7L I4 complete with all manufacturer's standard equipment.
229. Base Model Price for **Toyota Highlander Hybrid** - LE model V6 complete with all manufacturer's standard equipment.
230. Base Model Price for **Toyota 4Runner** - Base model 4x2 SR5 V6 complete with all manufacturer's standard equipment.
231. Base Model Price for **Toyota Sequoia Sport Utility** - SR5 Model, complete with all manufacturer's standard equipment.
232. Base Model Price for **Toyota Sienna Passenger Van** - LE Model complete with all manufacturer's standard equipment.

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Section 27: Toyota Model Vehicles OPTIONS and EQUIPMENT

233. 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.
234. 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.
235. Discount (%) off **Original Equipment Manufacturer (OEM) Parts.**
236. Discount (%) off **Extended Service Maintenance Agreements.**
237. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Section 28: Toyota Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

238. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service.
239. **Not to Exceed** hourly labor rate for Paint and Body Repair.
240. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles.

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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

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

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

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

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

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

☐ Reviewed/Completed: **Proposal Specifications, 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.*

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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.

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"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.**

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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 immediately, but in no event later than the 10th 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);

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(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.

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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.

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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.

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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.

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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;

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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

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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.

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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.

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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.

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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.

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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.

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(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.

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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.

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(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.

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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.

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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. 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.

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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 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 no later than the 10th 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 90th 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

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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 LIABILIY 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.

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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.)

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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 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.

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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.

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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.

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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.

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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 Format: <VendorName>_<ContractNumber>_<YYYYMMDD>.xlsx (eg. TASB_123-45_20200720.xlsx)

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. **Do not include:** -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

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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). **This should <u>not</u> be a numeric value.**	Text	10
Vendor Image Url	Strongly recommended	A link to an individual product image. If none exists, leave blank. Link should begin with https://. **Do not provide:** -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. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A
Discount Percent **OR** 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. **DO NOT LIST "Call for Price" or "Price Varies". Must be a numeric value.**	Numeric (no currency symbols or formatting, **should be rounded to 2 decimal places**)	N/A

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Vendor Page Url	Optional	A link to an online catalog listing for this product (if available). This is for future use. **Do not provide:** -A link to the home page of your website	Text	1000
Vendor Thumnail Image Url	Optional	A link to a catalog product **thumbnail** 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	(https://www.unspsc.org/) 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

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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 no later than the 10th 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.

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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.

BuyBoard PURCHASING COOPERATIVE

The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services No. 724-23

1. Base Model Price for **Chevrolet Trailblazer Sport Utility** – LS base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Trailblazer Sport Utility	$19,990.00	Yes
5 Star Chevrolet	Chevrolet Trailblazer Sport Utility	$20,475.00	Yes
Gunn Chevrolet	Chevrolet Trailblazer Sport Utility	$21,083.00	No
Sewell Family of Companies	Chevrolet Trailblazer Sport Utility	$21,736.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Trailblazer Sport Utility	$24,463.00	No

2. Base Model Price for **Chevrolet Blazer Sport Utility** – 2LT base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Chevrolet Blazer Sport Utility	$23,791.00	Yes
Caldwell Country Chevrolet	Chevrolet Blazer Sport Utility	$30,500.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Blazer Sport Utility	$31,109.60	Yes
5 Star Chevrolet	Chevrolet Blazer Sport Utility	$31,234.00	Yes
Gunn Chevrolet	Chevrolet Blazer Sport Utility	$31,458.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Blazer Sport Utility	$34,298.00	No

3. Base Model Price for **Chevrolet Malibu Mid-Size Sedan** - LS base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Malibu Mid-Size Sedan	$20,740.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Malibu Mid-Size Sedan	$21,669.80	Yes
5 Star Chevrolet	Chevrolet Malibu Mid-Size Sedan	$21,794.00	Yes
Gunn Chevrolet	Chevrolet Malibu Mid-Size Sedan	$22,097.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Malibu Mid-Size Sedan	$23,688.00	No
Sewell Family of Companies	Chevrolet Malibu Mid-Size Sedan	$23,965.00	No

4. Base Model Price for **Chevrolet Trax Sport Utility** – LS base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Trax Sport Utility	$18,975.00	Yes

BuyBoard PURCHASING COOPERATIVE

The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services No. 724-23

4. Base Model Price for **Chevrolet Trax Sport Utility** – LS base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Trax Sport Utility	$18,978.00	Yes
Gunn Chevrolet	Chevrolet Trax Sport Utility	$19,673.00	Yes
Sewell Family of Companies	Chevrolet Trax Sport Utility	$19,950.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Trax Sport Utility	$20,848.00	No

5. Base Model Price for **Chevrolet Traverse (FWD) Sport Utility** – LS FWD base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Traverse (FWD) Sport Utility	$27,721.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Traverse (FWD) Sport Utility	$31,691.00	Yes
Caldwell Country Chevrolet	Chevrolet Traverse (FWD) Sport Utility	$31,900.00	Yes
Sewell Family of Companies	Chevrolet Traverse (FWD) Sport Utility	$33,370.00	No
PARKWAY CHEVROLET INC.	Chevrolet Traverse (FWD) Sport Utility	$34,115.00	No

6. Base Model Price for **Chevrolet Traverse (AWD) Sport Utility** – LS AWD base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Traverse (AWD) Sport Utility	$29,569.00	Yes
Caldwell Country Chevrolet	Chevrolet Traverse (AWD) Sport Utility	$33,450.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Traverse (AWD) Sport Utility	$33,477.00	Yes
Sewell Family of Companies	Chevrolet Traverse (AWD) Sport Utility	$35,220.00	No
PARKWAY CHEVROLET INC.	Chevrolet Traverse (AWD) Sport Utility	$35,815.00	No

7. Base Model Price for **Chevrolet Equinox (FWD) Sport Utility** - LS FWD base model, complete with all manufacturer's standard equipment

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Equinox (FWD) Sport Utility	$21,970.00	Yes
5 Star Chevrolet	Chevrolet Equinox (FWD) Sport Utility	$22,603.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Equinox (FWD) Sport Utility	$22,709.40	Yes
Gunn Chevrolet	Chevrolet Equinox (FWD) Sport Utility	$22,785.00	Yes

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7. Base Model Price for **Chevrolet Equinox (FWD) Sport Utility** - LS FWD base model, complete with all manufacturer's standard equipment

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LAKE COUNTRY CHEVROLET, INC	Chevrolet Equinox (FWD) Sport Utility	$24,123.00	No
Sewell Family of Companies	Chevrolet Equinox (FWD) Sport Utility	$25,775.00	No

8. Base Model Price for **Chevrolet Equinox (AWD) Sport Utility** – LS AWD base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Equinox (AWD) Sport Utility	$23,100.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Equinox (AWD) Sport Utility	$23,956.80	Yes
5 Star Chevrolet	Chevrolet Equinox (AWD) Sport Utility	$24,081.00	Yes
Gunn Chevrolet	Chevrolet Equinox (AWD) Sport Utility	$24,263.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Equinox (AWD) Sport Utility	$25,521.00	No
Sewell Family of Companies	Chevrolet Equinox (AWD) Sport Utility	$27,252.00	No

9. Base Model Price for **Chevrolet Tahoe Sport Utility** – LS 2WD base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Tahoe Sport Utility	$43,406.00	Yes
Caldwell Country Chevrolet	Chevrolet Tahoe Sport Utility	$45,670.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Tahoe Sport Utility	$49,542.00	Yes
Sewell Family of Companies	Chevrolet Tahoe Sport Utility	$49,879.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Tahoe Sport Utility	$50,542.20	No

10. Base Model Price for **Chevrolet Suburban Sport Utility** - LS 2WD, 1/2-ton, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Suburban Sport Utility	$46,254.00	Yes
Caldwell Country Chevrolet	Chevrolet Suburban Sport Utility	$49,925.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Suburban Sport Utility	$52,041.00	Yes
Sewell Family of Companies	Chevrolet Suburban Sport Utility	$52,625.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Suburban Sport Utility	$57,795.00	No

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11. Base Model Price for **Chevrolet Colorado Extended Cab Truck** - Extended cab, 2WD, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Colorado Extended Cab Truck	$26,275.00	Yes
5 Star Chevrolet	Chevrolet Colorado Extended Cab Truck	$26,998.00	Yes
Sewell Family of Companies	Chevrolet Colorado Extended Cab Truck	$28,275.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Colorado Extended Cab Truck	$29,392.00	No
PARKWAY CHEVROLET INC.	Chevrolet Colorado Extended Cab Truck	$31,495.00	No

12. Base Model Price for **Chevrolet Silverado 1500 Full Size Regular Cab Truck** - 1/2-ton, Regular Cab, Standard bed, 2WD, WT base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Silverado 1500 Full Size Regular Cab Truck	$31,560.00	Yes
Gunn Chevrolet	Chevrolet Silverado 1500 Full Size Regular Cab Truck	$33,294.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Silverado 1500 Full Size Regular Cab Truck	$33,860.80	Yes
5 Star Chevrolet	Chevrolet Silverado 1500 Full Size Regular Cab Truck	$33,985.00	Yes
Sewell Family of Companies	Chevrolet Silverado 1500 Full Size Regular Cab Truck	$34,126.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Silverado 1500 Full Size Regular Cab Truck	$35,268.00	No

13. Base Model Price for **Chevrolet Silverado 1500 Full Size Double Cab Truck** - 1/2-ton, Double Cab, Standard bed, 2WD, WT base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Silverado 1500 Full Size Double Cab Truck	$32,440.00	Yes
Gunn Chevrolet	Chevrolet Silverado 1500 Full Size Double Cab Truck	$34,216.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Silverado 1500 Full Size Double Cab Truck	$35,133.10	Yes
5 Star Chevrolet	Chevrolet Silverado 1500 Full Size Double Cab Truck	$35,258.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Silverado 1500 Full Size Double Cab Truck	$36,742.00	No
Sewell Family of Companies	Chevrolet Silverado 1500 Full Size Double Cab Truck	$37,198.00	No

14. Base Model Price for **Chevrolet Silverado 1500 Full Size Crew Cab Truck** - 1/2-ton, Crew Cab, Standard bed, 2WD, WT base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Silverado 1500 Full Size Crew Cab Truck	$34,100.00	Yes

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14. Base Model Price for **Chevrolet Silverado 1500 Full Size Crew Cab Truck** - 1/2-ton, Crew Cab, Standard bed, 2WD, WT base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Chevrolet	Chevrolet Silverado 1500 Full Size Crew Cab Truck	$36,351.00	Yes
5 Star Chevrolet	Chevrolet Silverado 1500 Full Size Crew Cab Truck	$37,392.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Silverado 1500 Full Size Crew Cab Truck	$37,546.80	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Silverado 1500 Full Size Crew Cab Truck	$38,962.00	No
Sewell Family of Companies	Chevrolet Silverado 1500 Full Size Crew Cab Truck	$39,715.00	No

15. Base Model Price for **Chevrolet Silverado 2500HD Full Size Truck** - 3/4-ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Silverado 2500HD Full Size Truck	$37,665.00	Yes
Gunn Chevrolet	Chevrolet Silverado 2500HD Full Size Truck	$38,924.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Silverado 2500HD Full Size Truck	$39,670.40	Yes
Sewell Family of Companies	Chevrolet Silverado 2500HD Full Size Truck	$39,709.00	Yes
5 Star Chevrolet	Chevrolet Silverado 2500HD Full Size Truck	$39,795.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Silverado 2500HD Full Size Truck	$41,617.00	No

16. Base Model Price for **Chevrolet Silverado 3500HD Full Size Truck** - 1-ton, Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Silverado 3500HD Full Size Truck	$38,990.00	Yes
Gunn Chevrolet	Chevrolet Silverado 3500HD Full Size Truck	$40,024.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Silverado 3500HD Full Size Truck	$40,769.60	Yes
Sewell Family of Companies	Chevrolet Silverado 3500HD Full Size Truck	$40,810.00	Yes
5 Star Chevrolet	Chevrolet Silverado 3500HD Full Size Truck	$40,894.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Silverado 3500HD Full Size Truck	$41,857.00	No

17. Base Model Price for **Chevrolet Colorado Chassis Extended Cab** - Colorado Chassis Extended Cab, 2WD, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Colorado Chassis Extended Cab	$27,110.00	Yes

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17. Base Model Price for **Chevrolet Colorado Chassis Extended Cab** - Colorado Chassis Extended Cab, 2WD, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Chevrolet Colorado Chassis Extended Cab	$28,275.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Colorado Chassis Extended Cab	$29,392.00	No

18. Base Model Price for **Chevrolet Silverado 3500HD Chassis Cab** - Silverado 3500 Chassis Cab, 2WD, Regular Cab, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Silverado 3500HD Chassis Cab	$37,840.00	Yes
Gunn Chevrolet	Chevrolet Silverado 3500HD Chassis Cab	$38,999.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Silverado 3500HD Chassis Cab	$39,845.20	Yes
Sewell Family of Companies	Chevrolet Silverado 3500HD Chassis Cab	$40,165.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Silverado 3500HD Chassis Cab	$40,852.00	No
5 Star Chevrolet	Chevrolet Silverado 3500HD Chassis Cab	$43,237.00	No

19. Base Model Price for **Chevrolet Express Cutaway Van** - Chevrolet Express Cutaway Van, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Express Cutaway Van	$26,990.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Express Cutaway Van	$28,768.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Express Cutaway Van	$29,866.00	Yes
5 Star Chevrolet	Chevrolet Express Cutaway Van	$29,987.00	Yes
Gunn Chevrolet	Chevrolet Express Cutaway Van	$30,439.50	No
Sewell Family of Companies	Chevrolet Express Cutaway Van	$33,235.00	No

20. Base Model Price for **Chevrolet Tahoe (PPV) Police Package** - 2WD, Police package with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Tahoe (PPV) Police Package	$39,355.00	Yes
Caldwell Country Chevrolet	Chevrolet Tahoe (PPV) Police Package	$39,550.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Tahoe (PPV) Police Package	$43,729.00	Yes
Sewell Family of Companies	Chevrolet Tahoe (PPV) Police Package	$44,325.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Tahoe (PPV) Police Package	$49,576.60	No

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21. Base Model Price for **Chevrolet Tahoe (SSV) Police Package** - 2WD, Police package with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Tahoe (SSV) Police Package	$41,462.00	Yes
Caldwell Country Chevrolet	Chevrolet Tahoe (SSV) Police Package	$42,130.00	Yes
Sewell Family of Companies	Chevrolet Tahoe (SSV) Police Package	$44,325.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Tahoe (SSV) Police Package	$45,909.00	No
PARKWAY CHEVROLET INC.	Chevrolet Tahoe (SSV) Police Package	$52,995.00	No

22. Base Model Price for **Chevrolet Silverado (SSV) Police Package** - 2WD, Police package with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
PARKWAY CHEVROLET INC.	Chevrolet Silverado (SSV) Police Package	$37,267.50	Yes
5 Star Chevrolet	Chevrolet Silverado (SSV) Police Package	$37,392.00	Yes
Caldwell Country Chevrolet	Chevrolet Silverado (SSV) Police Package	$38,560.00	Yes
Gunn Chevrolet	Chevrolet Silverado (SSV) Police Package	$40,292.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Silverado (SSV) Police Package	$41,938.00	No
Sewell Family of Companies	Chevrolet Silverado (SSV) Police Package	$45,000.00	No

23. Base Model Price for **Chevrolet Blazer EV (PPV) Police Package** - 2WD, Police package with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Blazer EV (PPV) Police Package	$55,715.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Blazer EV (PPV) Police Package	$56,842.00	Yes
5 Star Chevrolet	Chevrolet Blazer EV (PPV) Police Package	$56,967.00	Yes
Gunn Chevrolet	Chevrolet Blazer EV (PPV) Police Package	$58,648.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Blazer EV (PPV) Police Package	$59,498.00	No

24. Base Model Price for **Chevrolet Camaro Sport Sedan** – Coupe 1LS base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Chevrolet Camaro Sport Sedan	$25,850.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Camaro Sport Sedan	$28,860.00	Yes

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24. Base Model Price for **Chevrolet Camaro Sport Sedan** – Coupe 1LS base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Camaro Sport Sedan	$29,455.00	Yes
Gunn Chevrolet	Chevrolet Camaro Sport Sedan	$29,785.00	Yes
5 Star Chevrolet	Chevrolet Camaro Sport Sedan	$29,985.00	Yes

25. Base Model Price for **Chevrolet Silverado EV Electric Truck** - Electric truck, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Silverado EV Electric Truck	$70,842.00	Yes
Caldwell Country Chevrolet	Chevrolet Silverado EV Electric Truck	$72,900.00	Yes
Gunn Chevrolet	Chevrolet Silverado EV Electric Truck	$72,905.00	Yes
Sewell Family of Companies	Chevrolet Silverado EV Electric Truck	$73,905.00	No
LAKE COUNTRY CHEVROLET, INC	Chevrolet Silverado EV Electric Truck	$74,540.00	No

26. Base Model Price for **Chevrolet Blazer EV Electric Sport Utility** - Electric sport utility, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Blazer EV Electric Sport Utility	$50,371.00	Yes
Caldwell Country Chevrolet	Chevrolet Blazer EV Electric Sport Utility	$50,640.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Blazer EV Electric Sport Utility	$52,836.00	Yes
Gunn Chevrolet	Chevrolet Blazer EV Electric Sport Utility	$56,510.00	No
Sewell Family of Companies	Chevrolet Blazer EV Electric Sport Utility	$57,510.00	No

27. Base Model Price for **Chevrolet Equinox EV Electric Sport Utility** - Electric sport utility, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LAKE COUNTRY CHEVROLET, INC	Chevrolet Equinox EV Electric Sport Utility	$40,995.00	Yes
Caldwell Country Chevrolet	Chevrolet Equinox EV Electric Sport Utility	$41,170.00	Yes
5 Star Chevrolet	Chevrolet Equinox EV Electric Sport Utility	$42,635.00	No

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28. Base Model Price for **Chevrolet Bolt EV** - LT base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Bolt EV	$25,630.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Bolt EV	$26,815.00	Yes
Sewell Family of Companies	Chevrolet Bolt EV	$27,500.00	Yes
Caldwell Country Chevrolet	Chevrolet Bolt EV	$34,490.00	No

29. Base Model Price for **Chevrolet Bolt EUV All Electric Sport Utility** - EUV LT base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Chevrolet Bolt EUV All Electric Sport Utility	$26,891.00	Yes
Sewell Family of Companies	Chevrolet Bolt EUV All Electric Sport Utility	$27,700.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Bolt EUV All Electric Sport Utility	$27,998.00	Yes
Caldwell Country Chevrolet	Chevrolet Bolt EUV All Electric Sport Utility	$36,790.00	No

30. Base Model Price for **Chevrolet Express 2500 Full Size Cargo Van** - WT base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Caldwell Country Chevrolet	Chevrolet Express 2500 Full Size Cargo Van	$32,550.00	Yes
PARKWAY CHEVROLET INC.	Chevrolet Express 2500 Full Size Cargo Van	$34,092.80	Yes
5 Star Chevrolet	Chevrolet Express 2500 Full Size Cargo Van	$34,217.00	Yes
Gunn Chevrolet	Chevrolet Express 2500 Full Size Cargo Van	$34,436.00	Yes
LAKE COUNTRY CHEVROLET, INC	Chevrolet Express 2500 Full Size Cargo Van	$35,682.00	No
Sewell Family of Companies	Chevrolet Express 2500 Full Size Cargo Van	$38,487.00	No

31. Base Model Price for **Chevrolet Express 2500 Full Size Passenger Van** - LT base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
PARKWAY CHEVROLET INC.	Chevrolet Express 2500 Full Size Passenger Van	$37,689.60	Yes
5 Star Chevrolet	Chevrolet Express 2500 Full Size Passenger Van	$37,814.00	Yes
Gunn Chevrolet	Chevrolet Express 2500 Full Size Passenger Van	$38,133.00	Yes
Caldwell Country Chevrolet	Chevrolet Express 2500 Full Size Passenger Van	$38,450.00	Yes

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31. Base Model Price for **Chevrolet Express 2500 Full Size Passenger Van** - LT base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LAKE COUNTRY CHEVROLET, INC	Chevrolet Express 2500 Full Size Passenger Van	$39,084.00	No
Sewell Family of Companies	Chevrolet Express 2500 Full Size Passenger Van	$42,285.00	No

32. Base Model Price for **GMC Terrain Sport Utility** - SLE base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	GMC Terrain Sport Utility	$24,389.00	Yes
Sewell Family of Companies	GMC Terrain Sport Utility	$27,715.00	No

33. Base Model Price for **GMC Acadia Sport Utility** - SLE base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	GMC Acadia Sport Utility	$35,198.00	Yes

34. Base Model Price for **GMC Yukon Sport Utility** - SLE base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	GMC Yukon Sport Utility	$54,275.00	Yes

35. Base Model Price for **GMC Canyon Extended Cab Truck** - Extended cab, 2WD base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	GMC Canyon Extended Cab Truck	$35,390.00	Yes

36. Base Model Price for **GMC Sierra 1500 Full Size Truck** - 1/2-ton, Regular Cab, 2WD base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	GMC Sierra 1500 Full Size Truck	$33,533.00	Yes
Sewell Family of Companies	GMC Sierra 1500 Full Size Truck	$34,875.00	Yes

37. Base Model Price for **GMC Sierra 2500HD Full Size Truck** - 3/4-ton, Heavy Duty Regular Cab, 2WD base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	GMC Sierra 2500HD Full Size Truck	$39,391.00	Yes
Sewell Family of Companies	GMC Sierra 2500HD Full Size Truck	$40,350.00	Yes

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38. Base Model Price for **GMC Sierra 2500HD Full Size Truck** - 1-ton, Heavy Duty Regular Cab, 2WD, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	GMC Sierra 2500HD Full Size Truck	$40,451.00	Yes
Sewell Family of Companies	GMC Sierra 2500HD Full Size Truck	$41,450.00	Yes

39. Base Model Price for **GMC Sierra 3500HD Chassis Cab** – Chassis Cab, 2WD, Regular Cab, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	GMC Sierra 3500HD Chassis Cab	$40,075.00	Yes
Sewell Family of Companies	GMC Sierra 3500HD Chassis Cab	$40,625.00	Yes

40. Base Model Price for **GMC Savana 2500 Full Size Cargo Van** – Cargo Van, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	GMC Savana 2500 Full Size Cargo Van	$34,736.00	Yes
Sewell Family of Companies	GMC Savana 2500 Full Size Cargo Van	$37,755.00	No

41. Base Model Price for **GMC Savana 2500 Full Size Passenger Van** – Passenger Van, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	GMC Savana 2500 Full Size Passenger Van	$38,332.00	Yes
Sewell Family of Companies	GMC Savana 2500 Full Size Passenger Van	$39,835.00	No

42. Base Model Price for **GMC Savana 2500 Cutaway Van** – Cutaway Van, base model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	GMC Savana 2500 Cutaway Van	$30,539.00	Yes
Sewell Family of Companies	GMC Savana 2500 Cutaway Van	$34,139.00	No

43. Base Model Price for **Buick Encore Sport Utility** - 1SB base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	Buick Encore Sport Utility	$24,524.00	Yes
Sewell Family of Companies	Buick Encore Sport Utility	$25,285.00	Yes

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44. Base Model Price for **Buick Enclave (FWD) Sport Utility** - 1SD FWD base model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	Buick Enclave (FWD) Sport Utility	$39,113.00	Yes
Sewell Family of Companies	Buick Enclave (FWD) Sport Utility	$41,758.00	No

45. 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 (Chevrolet/GMC/Buick).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Caldwell Country Chevrolet	Caldwell Country Chevrolet price list	5%	Yes
Gunn Buick, GMC Ltd	Gunn Buick, GMC price list	3%	Yes
Sewell Family of Companies	Sewell Family of Companies price list	2%	Yes
Gunn Chevrolet	Gunn Chevrolet price list	3%	Yes
LAKE COUNTRY CHEVROLET, INC	Lake Country Chevrolet price list	5%	Yes
5 Star Chevrolet	5 Star Chevrolet price list	5%	Yes
PARKWAY CHEVROLET INC.	Parkway Chevrolet price list	6%	Yes

46. 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

Vendor Name	Vendor Catalog Information	Percent Discount	Award
DPF Alternatives	DPF Alternatives price list	0%	No
Caldwell Country Chevrolet	Caldwell Country Chevrolet price list	0%	Yes
Texas Highway Products, LTD	Texas Highway Products price list	3%	No
Gunn Buick, GMC Ltd	Gunn Buick, GMC price list	0%	Yes
Gunn Chevrolet	Gunn Chevrolet price list	0%	Yes
LAKE COUNTRY CHEVROLET, INC	Lake Country Chevrolet price list	0%	Yes
5 Star Chevrolet	5 Star Chevrolet price list	30%	Yes
General Truck Body	General Truck Body price list	7%	Yes

47. Discount (%) off **Original Equipment Manufacturer (OEM) Parts** (Chevrolet/GMC/Buick).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Caldwell Country Chevrolet	Caldwell Country Chevrolet price list	5%	Yes

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47. Discount (%) off **Original Equipment Manufacturer (OEM) Parts** (Chevrolet/GMC/Buick).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Gunn Buick, GMC Ltd	Gunn Buick, GMC price list	20%	Yes
Sewell Family of Companies	Sewell Family of Companies price list	2%	Yes
Gunn Chevrolet	Gunn Chevrolet price list	20%	Yes
LAKE COUNTRY CHEVROLET, INC	Lake Country Chevrolet price list	5%	Yes
5 Star Chevrolet	5 Star Chevrolet price list	20%	Yes
Wood Alternator and Starter Service	Wood Alternator and Starter Service price list	0%	No

48. Discount (%) off **Extended Service Maintenance Agreements** (Chevrolet/GMC/Buick).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Caldwell Country Chevrolet	Caldwell Country Chevrolet price list	0%	Yes
Gunn Buick, GMC Ltd	Gunn Buick, GMC price list	0%	Yes
Gunn Chevrolet	Gunn Chevrolet price list	0%	Yes
LAKE COUNTRY CHEVROLET, INC	Lake Country Chevrolet price list	5%	Yes
5 Star Chevrolet	5 Star Chevrolet price list	20%	Yes

49. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles) (Chevrolet/GMC/Buick).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
5 Star Chevrolet	5 Star Chevrolet price list	8%	Yes
Caldwell Country Chevrolet	Caldwell Country Chevrolet price list	0%	Yes
LAKE COUNTRY CHEVROLET, INC	Lake Country Chevrolet price list	2%	Yes
Gunn Buick, GMC Ltd	Gunn Buick, GMC price list	0%	Yes
Gunn Chevrolet	Gunn Chevrolet price list	0%	Yes
Sewell Family of Companies	Sewell Family of Companies price list	0%	Yes

50. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
DPF Alternatives	Hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick)	$0.00	No

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50. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LAKE COUNTRY CHEVROLET, INC	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick)	$90.00	Yes
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick)	$100.00	Yes
5 Star Chevrolet	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick)	$120.00	Yes
Caldwell Country Chevrolet	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick)	$180.00	Yes
Gunn Buick, GMC Ltd	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick)	$185.00	Yes
Gunn Chevrolet	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick)	$185.00	Yes
Sewell Family of Companies	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chevrolet/GMC/Buick)	$209.00	Yes

51. **Not to Exceed** hourly labor rate for Paint and Body Repair (Chevrolet/GMC/Buick).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Gunn Buick, GMC Ltd	Not to Exceed hourly labor rate for Paint and Body Repair (Chevrolet/GMC/Buick)	$48.00	Yes
Gunn Chevrolet	Not to Exceed hourly labor rate for Paint and Body Repair (Chevrolet/GMC/Buick)	$48.00	Yes
5 Star Chevrolet	Not to Exceed hourly labor rate for Paint and Body Repair (Chevrolet/GMC/Buick)	$75.00	Yes
LAKE COUNTRY CHEVROLET, INC	Not to Exceed hourly labor rate for Paint and Body Repair (Chevrolet/GMC/Buick)	$90.00	Yes
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Paint and Body Repair (Chevrolet/GMC/Buick)	$100.00	Yes
Caldwell Country Chevrolet	Not to Exceed hourly labor rate for Paint and Body Repair (Chevrolet/GMC/Buick)	$125.00	Yes

52. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
5 Star Chevrolet	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick)	$1.49	Yes
Gunn Chevrolet	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick)	$1.75	Yes
Gunn Buick, GMC Ltd	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick)	$1.75	Yes

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52. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LAKE COUNTRY CHEVROLET, INC	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick)	$2.00	Yes
Sewell Family of Companies	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick)	$2.00	Yes
PARKWAY CHEVROLET INC.	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick)	$2.85	Yes
Caldwell Country Chevrolet	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick)	$4.00	Yes
Cap-A-Bus, Inc.	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chevrolet/GMC/Buick)	$100.00	Yes

53. Base Model Price for **Chrysler 300 Sedan** - Base sedan model, 3.6L, 8 speed automatic, flex fuel with 6 cyl engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Chrysler 300 Sedan	$35,000.00	Yes
Donalson CDJR, LLC	Chrysler 300 Sedan	$37,608.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Chrysler 300 Sedan	$38,368.50	No

54. Base Model Price for **Chrysler Pacifica Passenger Van** - Base model, standard 9 speed automatic transmission, on all trim levels, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Chrysler Pacifica Passenger Van	$37,510.00	Yes
GRAPEVINE DCJ, LLC	Chrysler Pacifica Passenger Van	$38,185.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Chrysler Pacifica Passenger Van	$38,568.50	Yes
Cameron Country CJDR	Chrysler Pacifica Passenger Van	$39,585.00	No
Donalson CDJR, LLC	Chrysler Pacifica Passenger Van	$43,588.00	No

55. Base Model Price for **Dodge Charger Sedan** - Base model, 3.6L, 8 speed Automatic, standard on all trim levels and platforms on charger, flex fuel on 6-cylinder engine configuration, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge Charger Sedan	$32,500.00	Yes
Sewell Family of Companies	Dodge Charger Sedan	$33,915.00	Yes
GRAPEVINE DCJ, LLC	Dodge Charger Sedan	$35,370.00	No

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55. Base Model Price for **Dodge Charger Sedan** - Base model, 3.6L, 8 speed Automatic, standard on all trim levels and platforms on charger, flex fuel on 6-cylinder engine configuration, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Donalson CDJR, LLC	Dodge Charger Sedan	$37,980.00	No

56. Base Model Price for **Dodge Journey Mid-Size Crossover** - Front wheel drive, 2.4L DOHC, flex fuel, SE Base Model with 29E package complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge Journey Mid-Size Crossover	$32,868.50	Yes
Donalson CDJR, LLC	Dodge Journey Mid-Size Crossover	$33,065.00	Yes

57. Base Model Price for **Dodge Durango Sport Utility** - Base Model, rear wheel drive, 3.6L V6 Engine, Flex Fuel, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
GRAPEVINE DCJ, LLC	Dodge Durango Sport Utility	$38,381.00	Yes
Sewell Family of Companies	Dodge Durango Sport Utility	$39,650.00	Yes
Donalson CDJR, LLC	Dodge Durango Sport Utility	$42,915.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge Durango Sport Utility	$44,740.50	No
Cameron Country CJDR	Dodge Durango Sport Utility	$49,550.00	No

58. Base Model Price for **Dodge Charger Pursuit Police Package** - Base model, 3.6L, flex fuel vehicle on 6 cylinder model, 292 horsepower, complete with all manufacture's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge Charger Pursuit Police Package	$33,185.00	Yes
GRAPEVINE DCJ, LLC	Dodge Charger Pursuit Police Package	$36,897.00	Yes
Donalson CDJR, LLC	Dodge Charger Pursuit Police Package	$37,669.00	Yes
Sewell Family of Companies	Dodge Charger Pursuit Police Package	$42,325.00	No

59. Base Model Price for **Dodge Durango Full Size SUV Special Service** - Base Model, rear wheel drive, 3.6L Engine, 6-cyl standard, 8 speed automatic standard, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge Durango Full Size SUV Special Service	$39,950.00	Yes
Sewell Family of Companies	Dodge Durango Full Size SUV Special Service	$41,433.00	Yes
Donalson CDJR, LLC	Dodge Durango Full Size SUV Special Service	$41,826.00	Yes

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60. Base Model Price for **Dodge Durango (AWD) Pursuit Police Package** - Base Model, AWD, 3.6L V-6 Engine, 8 speed automatic standard, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge Durango (AWD) Pursuit Police Package	$37,920.00	Yes
Dodge City of McKinney	Dodge Durango (AWD) Pursuit Police Package	$38,511.00	Yes
GRAPEVINE DCJ, LLC	Dodge Durango (AWD) Pursuit Police Package	$39,280.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge Durango (AWD) Pursuit Police Package	$41,839.50	No
Sewell Family of Companies	Dodge Durango (AWD) Pursuit Police Package	$42,985.00	No
Donalson CDJR, LLC	Dodge Durango (AWD) Pursuit Police Package	$44,931.00	No

61. Base Model Price for **Dodge RAM 1500 Special Services Pickup** - Base Model, Crew Cab, 4X4, 5.7L V8 Hemi, 8 speed automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 1500 Special Services Pickup	$34,450.00	Yes
Donalson CDJR, LLC	Dodge RAM 1500 Special Services Pickup	$39,909.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 1500 Special Services Pickup	$40,488.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 1500 Special Services Pickup	$49,433.50	No

62. Base Model Price for **Dodge RAM 2500HD Special Services Pickup** - Base Model, Crew Cab, 4X4, 6.4L V8 Hemi, 8 speed automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 2500HD Special Services Pickup	$44,970.00	Yes
Donalson CDJR, LLC	Dodge RAM 2500HD Special Services Pickup	$46,217.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 2500HD Special Services Pickup	$46,557.00	Yes
Dodge City of McKinney	Dodge RAM 2500HD Special Services Pickup	$47,322.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 2500HD Special Services Pickup	$49,433.50	No

63. Base Model Price for **Dodge RAM 3500HD Special Services Pickup** - Base Model, Crew Cab, 4X4, 6.4L V8 Hemi, 8 speed automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 3500HD Special Services Pickup	$49,920.00	Yes

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63. Base Model Price for **Dodge RAM 3500HD Special Services Pickup** - Base Model, Crew Cab, 4X4, 6.4L V8 Hemi, 8 speed automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Donalson CDJR, LLC	Dodge RAM 3500HD Special Services Pickup	$50,250.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 3500HD Special Services Pickup	$50,355.00	Yes
Dodge City of McKinney	Dodge RAM 3500HD Special Services Pickup	$51,301.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 3500HD Special Services Pickup	$53,231.50	No

64. Base Model Price for **Dodge RAM Tradesman 1500 Full Size Truck** - ST Base Model, 1/2-ton, Regular Cab, 4X2, 3.6L V6, 8 speed automatic, short bed, with flex fuel availability, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
GRAPEVINE DCJ, LLC	Dodge RAM Tradesman 1500 Full Size Truck	$28,071.00	Yes
Donalson CDJR, LLC	Dodge RAM Tradesman 1500 Full Size Truck	$32,050.00	Yes
Cameron Country CJDR	Dodge RAM Tradesman 1500 Full Size Truck	$35,500.00	Yes
Sewell Family of Companies	Dodge RAM Tradesman 1500 Full Size Truck	$37,125.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM Tradesman 1500 Full Size Truck	$38,488.50	No

65. Base Model Price for **Dodge RAM 1500 (REV) Full Size Truck** - Base Model, Crew Cab, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
GRAPEVINE DCJ, LLC	Dodge RAM 1500 (REV) Full Size Truck	$38,218.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 1500 (REV) Full Size Truck	$39,678.50	Yes
Donalson CDJR, LLC	Dodge RAM 1500 (REV) Full Size Truck	$39,970.00	Yes
Cameron Country CJDR	Dodge RAM 1500 (REV) Full Size Truck	$41,175.00	No
Sewell Family of Companies	Dodge RAM 1500 (REV) Full Size Truck	$43,805.00	No

66. Base Model Price for **Dodge RAM Tradesman 2500 Full Size Truck** - ST Base Model, 3/4-ton, regular cab, 4X2, 5.7L V8, automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
GRAPEVINE DCJ, LLC	Dodge RAM Tradesman 2500 Full Size Truck	$39,361.00	Yes
Cameron Country CJDR	Dodge RAM Tradesman 2500 Full Size Truck	$39,775.00	Yes
Dodge City of McKinney	Dodge RAM Tradesman 2500 Full Size Truck	$41,901.00	Yes

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66. Base Model Price for **Dodge RAM Tradesman 2500 Full Size Truck** - ST Base Model, 3/4-ton, regular cab, 4X2, 5.7L V8, automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Donalson CDJR, LLC	Dodge RAM Tradesman 2500 Full Size Truck	$42,363.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM Tradesman 2500 Full Size Truck	$42,998.50	No
Sewell Family of Companies	Dodge RAM Tradesman 2500 Full Size Truck	$43,900.00	No

67. Base Model Price for **Dodge RAM Tradesman 3500 Full Size Truck** - ST Base Model, 1-ton, regular cab, 4X2, 5.7L V8, automatic, regular bed, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM Tradesman 3500 Full Size Truck	$41,800.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM Tradesman 3500 Full Size Truck	$43,419.00	Yes
Sewell Family of Companies	Dodge RAM Tradesman 3500 Full Size Truck	$45,835.00	Yes
Donalson CDJR, LLC	Dodge RAM Tradesman 3500 Full Size Truck	$46,351.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM Tradesman 3500 Full Size Truck	$48,768.50	No

68. Base Model Price for **Dodge RAM Tradesman 3500 Chassis Cab Truck** - ST Base model with 6.4L V8, automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Dodge RAM Tradesman 3500 Chassis Cab Truck	$43,685.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM Tradesman 3500 Chassis Cab Truck	$45,175.00	Yes
Cameron Country CJDR	Dodge RAM Tradesman 3500 Chassis Cab Truck	$45,955.00	Yes
Donalson CDJR, LLC	Dodge RAM Tradesman 3500 Chassis Cab Truck	$46,700.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM Tradesman 3500 Chassis Cab Truck	$46,718.50	No

69. Base Model Price for **Dodge RAM ProMaster City Cargo Van** - Base model, 2.4L engine, 9-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Donalson CDJR, LLC	Dodge RAM ProMaster City Cargo Van	$36,641.00	Yes
Sewell Family of Companies	Dodge RAM ProMaster City Cargo Van	$42,225.00	No

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70. Base Model Price for **Dodge RAM ProMaster City Passenger Van** - Base model, 2.4L engine, 9-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Donalson CDJR, LLC	Dodge RAM ProMaster City Passenger Van	$36,820.00	Yes
Sewell Family of Companies	Dodge RAM ProMaster City Passenger Van	$45,225.00	No

71. Base Model Price for **Dodge RAM 1500 ProMaster Cargo Van (Low Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Dodge RAM 1500 ProMaster Cargo Van (Low Roof)	$42,318.00	Yes
Cameron Country CJDR	Dodge RAM 1500 ProMaster Cargo Van (Low Roof)	$43,925.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 1500 ProMaster Cargo Van (Low Roof)	$44,247.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 1500 ProMaster Cargo Van (Low Roof)	$45,294.50	No
Donalson CDJR, LLC	Dodge RAM 1500 ProMaster Cargo Van (Low Roof)	$46,181.00	No

72. Base Model Price for **Dodge RAM 1500 ProMaster Cargo Van (High Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, High Roof, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 1500 ProMaster Cargo Van (High Roof)	$44,520.00	Yes
Sewell Family of Companies	Dodge RAM 1500 ProMaster Cargo Van (High Roof)	$45,500.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 1500 ProMaster Cargo Van (High Roof)	$47,534.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 1500 ProMaster Cargo Van (High Roof)	$48,198.50	No
Donalson CDJR, LLC	Dodge RAM 1500 ProMaster Cargo Van (High Roof)	$49,468.00	No

73. Base Model Price for **Dodge RAM 2500 ProMaster Cargo Van (Low Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 2500 ProMaster Cargo Van (Low Roof)	$45,480.00	Yes
Sewell Family of Companies	Dodge RAM 2500 ProMaster Cargo Van (Low Roof)	$46,390.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 2500 ProMaster Cargo Van (Low Roof)	$48,347.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 2500 ProMaster Cargo Van (Low Roof)	$48,998.50	No
Donalson CDJR, LLC	Dodge RAM 2500 ProMaster Cargo Van (Low Roof)	$50,281.00	No

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74. Base Model Price for **Dodge RAM 2500 ProMaster Cargo Van (High Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, High Roof, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 2500 ProMaster Cargo Van (High Roof)	$45,950.00	Yes
Sewell Family of Companies	Dodge RAM 2500 ProMaster Cargo Van (High Roof)	$47,197.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 2500 ProMaster Cargo Van (High Roof)	$49,284.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 2500 ProMaster Cargo Van (High Roof)	$49,998.50	No
Donalson CDJR, LLC	Dodge RAM 2500 ProMaster Cargo Van (High Roof)	$51,218.00	No

75. Base Model Price for **Dodge RAM 3500 ProMaster Cargo Van (Low Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, Low Roof, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 3500 ProMaster Cargo Van (Low Roof)	$46,210.00	Yes
Sewell Family of Companies	Dodge RAM 3500 ProMaster Cargo Van (Low Roof)	$47,254.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 3500 ProMaster Cargo Van (Low Roof)	$49,342.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 3500 ProMaster Cargo Van (Low Roof)	$49,998.50	No
Donalson CDJR, LLC	Dodge RAM 3500 ProMaster Cargo Van (Low Roof)	$51,276.00	No

76. Base Model Price for **Dodge RAM 3500 ProMaster Cargo Van (High Roof)** - Base model, 3.6L V6 engine, 6-spd Automatic, High Roof, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 3500 ProMaster Cargo Van (High Roof)	$47,700.00	Yes
Sewell Family of Companies	Dodge RAM 3500 ProMaster Cargo Van (High Roof)	$48,737.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 3500 ProMaster Cargo Van (High Roof)	$50,299.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 3500 ProMaster Cargo Van (High Roof)	$50,998.50	No
Donalson CDJR, LLC	Dodge RAM 3500 ProMaster Cargo Van (High Roof)	$52,233.00	No

77. Base Model Price for **Dodge RAM 2500 ProMaster Window Passenger Van** - Base model, 3.6L V6 engine, 6-spd automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 2500 ProMaster Window Passenger Van	$52,770.00	Yes
Sewell Family of Companies	Dodge RAM 2500 ProMaster Window Passenger Van	$53,647.00	Yes

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77. Base Model Price for **Dodge RAM 2500 ProMaster Window Passenger Van** - Base model, 3.6L V6 engine, 6-spd automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
GRAPEVINE DCJ, LLC	Dodge RAM 2500 ProMaster Window Passenger Van	$55,942.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 2500 ProMaster Window Passenger Van	$56,998.50	No
Donalson CDJR, LLC	Dodge RAM 2500 ProMaster Window Passenger Van	$57,876.00	No

78. Base Model Price for **Dodge RAM 3500 ProMaster Window Passenger Van** - Base model, 3.6L V6 engine, 6-spd automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 3500 ProMaster Window Passenger Van	$56,500.00	Yes
Sewell Family of Companies	Dodge RAM 3500 ProMaster Window Passenger Van	$57,292.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 3500 ProMaster Window Passenger Van	$59,705.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 3500 ProMaster Window Passenger Van	$60,498.50	No
Donalson CDJR, LLC	Dodge RAM 3500 ProMaster Window Passenger Van	$61,639.00	No
Creative Bus Sales	Dodge RAM 3500 ProMaster Window Passenger Van	$106,869.00	No

79. Base Model Price for **Dodge RAM 3500 ProMaster Cutaway Chassis Van** - Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Dodge RAM 3500 ProMaster Cutaway Chassis Van	$40,200.00	Yes
Sewell Family of Companies	Dodge RAM 3500 ProMaster Cutaway Chassis Van	$41,800.00	Yes
GRAPEVINE DCJ, LLC	Dodge RAM 3500 ProMaster Cutaway Chassis Van	$43,718.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Dodge RAM 3500 ProMaster Cutaway Chassis Van	$44,498.50	No
Donalson CDJR, LLC	Dodge RAM 3500 ProMaster Cutaway Chassis Van	$45,625.00	No

80. Base Model Price for **Jeep Cherokee** - Base model, 2.4 Liter engine, 9-Spd automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Jeep Cherokee	$36,575.00	Yes
Sewell Family of Companies	Jeep Cherokee	$37,281.00	Yes
Donalson CDJR, LLC	Jeep Cherokee	$38,962.00	No

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81. Base Model Price for **Jeep Grand Cherokee Laredo Sport Utility** - Base model, Rear wheel drive, 3.6L V6 engine with 8 speed automatic, 4x2, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Jeep Grand Cherokee Laredo Sport Utility	$36,500.00	Yes
Sewell Family of Companies	Jeep Grand Cherokee Laredo Sport Utility	$39,150.00	Yes
GRAPEVINE DCJ, LLC	Jeep Grand Cherokee Laredo Sport Utility	$39,215.00	Yes
Donalson CDJR, LLC	Jeep Grand Cherokee Laredo Sport Utility	$39,389.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Jeep Grand Cherokee Laredo Sport Utility	$41,790.00	No

82. Base Model Price for **Jeep Grand Cherokee Laredo (Electric Hybrid) Sport Utility** - Base model, Rear wheel drive, 2.0L engine, 4x2, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
GRAPEVINE DCJ, LLC	Jeep Grand Cherokee Laredo (Electric Hybrid) Sport Utility	$59,919.00	Yes
Donalson CDJR, LLC	Jeep Grand Cherokee Laredo (Electric Hybrid) Sport Utility	$60,643.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Jeep Grand Cherokee Laredo (Electric Hybrid) Sport Utility	$62,990.00	No
Cameron Country CJDR	Jeep Grand Cherokee Laredo (Electric Hybrid) Sport Utility	$88,800.00	No

83. Base Model Price for **Jeep Renegade Sport Utility** - Base model, 1.4L I4 Multi Air Engine with A/C, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Jeep Renegade Sport Utility	$28,135.00	Yes
Cameron Country CJDR	Jeep Renegade Sport Utility	$28,545.00	Yes
GRAPEVINE DCJ, LLC	Jeep Renegade Sport Utility	$28,741.00	Yes
Donalson CDJR, LLC	Jeep Renegade Sport Utility	$29,518.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Jeep Renegade Sport Utility	$31,790.00	No

84. Base Model Price for **Jeep Wrangler Sport Utility** - Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Jeep Wrangler Sport Utility	$30,950.00	Yes
Sewell Family of Companies	Jeep Wrangler Sport Utility	$31,450.00	Yes
Donalson CDJR, LLC	Jeep Wrangler Sport Utility	$34,369.00	Yes

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84. Base Model Price for **Jeep Wrangler Sport Utility** - Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
GRAPEVINE DCJ, LLC	Jeep Wrangler Sport Utility	$36,784.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Jeep Wrangler Sport Utility	$38,178.50	No

85. Base Model Price for **Jeep Compass** - Base model, 2.0 Liter engine, 8-Spd automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Jeep Compass	$28,500.00	Yes
Sewell Family of Companies	Jeep Compass	$28,700.00	Yes
GRAPEVINE DCJ, LLC	Jeep Compass	$29,538.00	No
Donalson CDJR, LLC	Jeep Compass	$29,979.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Jeep Compass	$30,678.50	No

86. Base Model Price for **Jeep Wagoneer** - Base model, 5.7L V8 engine, 8-Spd automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Jeep Wagoneer	$57,425.00	Yes
GRAPEVINE DCJ, LLC	Jeep Wagoneer	$59,667.00	Yes
Sewell Family of Companies	Jeep Wagoneer	$59,950.00	Yes
Donalson CDJR, LLC	Jeep Wagoneer	$61,838.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Jeep Wagoneer	$62,178.50	No

87. Base Model Price for **Jeep Grand Wagoneer** - Base model, 6.4L V8 engine, 8-Spd automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cameron Country CJDR	Jeep Grand Wagoneer	$83,900.00	Yes
Sewell Family of Companies	Jeep Grand Wagoneer	$87,235.00	Yes
GRAPEVINE DCJ, LLC	Jeep Grand Wagoneer	$89,868.00	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Jeep Grand Wagoneer	$89,998.50	No
Donalson CDJR, LLC	Jeep Grand Wagoneer	$91,500.00	No

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88. 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 (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Dodge City of McKinney	Chrysler Jeep Dodge City of McKinney price list	15%	Yes
Creative Bus Sales	Creative Bus Sales price list	11%	No
Donalson CDJR, LLC	Donalson CDJR price list	5%	Yes
Cameron Country CJDR	Cameron Couintry CJDR price list	5%	Yes
GRAPEVINE DCJ, LLC	Grapefine DCJ price list	3%	Yes
Sewell Family of Companies	Sewell Family of Companies price list	2%	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Gilchrist Automotive price list	0%	Yes

89. 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

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Dodge City of McKinney	Chrysler Jeep Dodge City of McKinney price list	15%	Yes
GRAPEVINE DCJ, LLC	Grapefine DCJ price list	10%	Yes
General Truck Body	General Truck Body price list	7%	Yes
Creative Bus Sales	Creative Bus Sales price list	5%	No
Texas Highway Products, LTD	Texas Highway Products price list	3%	No
Donalson CDJR, LLC	Donalson CDJR price list	5%	Yes
DPF Alternatives	DPF Alternatives price list	0%	No
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Gilchrist Automotive price list	0%	Yes
Cameron Country CJDR	Cameron Couintry CJDR price list	0%	Yes

90. Discount (%) off **Original Equipment Manufacturer (OEM) Parts** (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Dodge City of McKinney	Chrysler Jeep Dodge City of McKinney price list	15%	Yes
Creative Bus Sales	Creative Bus Sales price list	15%	No
GRAPEVINE DCJ, LLC	Grapefine DCJ price list	10%	Yes

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90. Discount (%) off **Original Equipment Manufacturer (OEM) Parts** (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Cameron Country CJDR	Cameron Couintry CJDR price list	5%	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Gilchrist Automotive price list	3%	Yes
Donalson CDJR, LLC	Donalson CDJR price list	5%	Yes
Wood Alternator and Starter Service	Wood Alternator and Starter Service price list	0%	No

91. Discount (%) off **Extended Service Maintenance Agreements** (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Dodge City of McKinney	Chrysler Jeep Dodge City of McKinney price list	20%	Yes
GRAPEVINE DCJ, LLC	Grapefine DCJ price list	5%	Yes
Donalson CDJR, LLC	Donalson CDJR price list	5%	Yes
Cameron Country CJDR	Cameron Couintry CJDR price list	0%	Yes

92. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles) (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Cameron Country CJDR	Cameron Couintry CJDR price list	0%	Yes
Sewell Family of Companies	Sewell Family of Companies price list	0%	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Gilchrist Automotive price list	1%	Yes
GRAPEVINE DCJ, LLC	Grapefine DCJ price list	1.4%	Yes
Donalson CDJR, LLC	Donalson CDJR price list	2%	Yes
Dodge City of McKinney	Dodge City of McKinney price list	30%	Yes

93. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Donalson CDJR, LLC	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$90.00	Yes
Dodge City of McKinney	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$99.00	Yes

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93. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$100.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$130.00	Yes
GRAPEVINE DCJ, LLC	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$175.00	Yes
Creative Bus Sales	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$175.00	No
Cameron Country CJDR	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$180.00	Yes
Sewell Family of Companies	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$209.00	Yes
DPF Alternatives	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Chrysler/Dodge/Jeep)	$0.00	No

94. **Not to Exceed** hourly labor rate for Paint and Body Repair (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Not to Exceed hourly labor rate for Paint and Body Repair (Chrysler/Dodge/Jeep)	$85.00	Yes
Donalson CDJR, LLC	Not to Exceed hourly labor rate for Paint and Body Repair (Chrysler/Dodge/Jeep)	$90.00	Yes
Dodge City of McKinney	Not to Exceed hourly labor rate for Paint and Body Repair (Chrysler/Dodge/Jeep)	$99.00	Yes
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Paint and Body Repair (Chrysler/Dodge/Jeep)	$100.00	Yes
Cameron Country CJDR	Not to Exceed hourly labor rate for Paint and Body Repair (Chrysler/Dodge/Jeep)	$125.00	Yes

95. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Dodge City of McKinney	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$1.25	Yes
Sewell Family of Companies	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$2.00	Yes
Donalson CDJR, LLC	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$2.00	Yes

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95. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
GRAPEVINE DCJ, LLC	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$2.00	Yes
Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$2.85	Yes
Creative Bus Sales	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$3.00	No
Cameron Country CJDR	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$4.00	Yes
Cap-A-Bus, Inc.	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$100.00	Yes
GRAPEVINE DCJ, LLC	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Chrysler/Dodge/Jeep)	$170.00	No

96. Base Model Price for **Ford Mustang** - Two door, 2.3L EcoBoost engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Mustang	$26,560.00	Yes
Austin Mack Haik Ford Lincoln	Ford Mustang	$28,765.00	Yes
Sam Packs Five Star Ford	Ford Mustang	$28,899.00	Yes
Chalmers Ford	Ford Mustang	$29,632.00	No
Sewell Family of Companies	Ford Mustang	$29,850.00	No
Randall Reed's Prestige Ford	Ford Mustang	$29,965.00	No
Silsbee Ford	Ford Mustang	$30,720.51	No

97. Base Model Price for **Ford Mustang Mach E** - Two door, Electric engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Ford Mustang Mach E	$42,695.00	Yes
Rush Truck Center - Austin	Ford Mustang Mach E	$43,205.00	Yes
Sewell Family of Companies	Ford Mustang Mach E	$43,305.00	Yes
Rockdale Country Ford	Ford Mustang Mach E	$43,500.00	Yes
Chastang Enterprises, Inc.	Ford Mustang Mach E	$44,495.00	No

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97. Base Model Price for **Ford Mustang Mach E** - Two door, Electric engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chalmers Ford	Ford Mustang Mach E	$45,222.00	No
Sam Packs Five Star Ford	Ford Mustang Mach E	$45,590.00	No
Randall Reed's Prestige Ford	Ford Mustang Mach E	$46,495.00	No
Silsbee Ford	Ford Mustang Mach E	$46,995.00	No

98. Base Model Price for **Ford EcoSport** - S Trim Package, 2.0L Ti-VCT engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

99. Base Model Price for **Ford Escape Base Sport Utility** - Base Trim Package, 1.5L EcoBoost engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Escape Base Sport Utility	$21,900.00	Yes
Austin Mack Haik Ford Lincoln	Ford Escape Base Sport Utility	$25,300.00	Yes
Sewell Family of Companies	Ford Escape Base Sport Utility	$26,315.00	Yes
Chalmers Ford	Ford Escape Base Sport Utility	$26,467.00	No
Silsbee Ford	Ford Escape Base Sport Utility	$26,994.16	No
Sam Packs Five Star Ford	Ford Escape Base Sport Utility	$27,289.00	No
Rush Truck Center - Austin	Ford Escape Base Sport Utility	$27,870.00	No
Chastang Enterprises, Inc.	Ford Escape Base Sport Utility	$27,995.00	No

100. Base Model Price for **Ford Edge Sport Utility** - SE Trim Package, four doors, 2.0L EcoBoost engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Edge Sport Utility	$30,650.00	Yes
Austin Mack Haik Ford Lincoln	Ford Edge Sport Utility	$32,247.00	Yes
Chastang Enterprises, Inc.	Ford Edge Sport Utility	$33,495.00	Yes
Sam Packs Five Star Ford	Ford Edge Sport Utility	$33,996.00	Yes
Rush Truck Center - Austin	Ford Edge Sport Utility	$34,168.00	No

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100. Base Model Price for **Ford Edge Sport Utility** - SE Trim Package, four doors, 2.0L EcoBoost engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Ford Edge Sport Utility	$35,158.00	No
Randall Reed's Prestige Ford	Ford Edge Sport Utility	$35,160.00	No
Silsbee Ford	Ford Edge Sport Utility	$37,964.00	No
Chalmers Ford	Ford Edge Sport Utility	$38,680.00	No

101. Base Model Price for **Ford Bronco Sport Base** - Base Trim Package, 1.5L EcoBoost engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Bronco Sport Base	$27,220.00	Yes
Chastang Enterprises, Inc.	Ford Bronco Sport Base	$28,398.00	Yes
Austin Mack Haik Ford Lincoln	Ford Bronco Sport Base	$29,225.00	Yes
Sam Packs Five Star Ford	Ford Bronco Sport Base	$29,260.00	Yes
Rush Truck Center - Austin	Ford Bronco Sport Base	$29,326.00	Yes
Chalmers Ford	Ford Bronco Sport Base	$30,183.00	No
Sewell Family of Companies	Ford Bronco Sport Base	$30,308.00	No
Randall Reed's Prestige Ford	Ford Bronco Sport Base	$30,550.00	No
Silsbee Ford	Ford Bronco Sport Base	$30,710.00	No

102. Base Model Price for **Ford Bronco Base** - Base Trim Package, 2.3L EcoBoost I-4 engine, 10 speed automatic transmission, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Ford Bronco Base	$34,130.00	Yes
Sewell Family of Companies	Ford Bronco Base	$34,400.00	Yes
Rockdale Country Ford	Ford Bronco Base	$35,875.00	No
Rush Truck Center - Austin	Ford Bronco Base	$37,960.00	No
Silsbee Ford	Ford Bronco Base	$39,030.00	No
Chastang Enterprises, Inc.	Ford Bronco Base	$40,495.00	No
Sam Packs Five Star Ford	Ford Bronco Base	$40,794.00	No
Chalmers Ford	Ford Bronco Base	$44,525.00	No

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103. Base Model Price for **Ford Explorer Base Sport Utility** - Base package; 2.3L EcoBoost I4 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Explorer Base Sport Utility	$32,975.00	Yes
Austin Mack Haik Ford Lincoln	Ford Explorer Base Sport Utility	$33,160.00	Yes
Silsbee Ford	Ford Explorer Base Sport Utility	$35,369.00	Yes
Chalmers Ford	Ford Explorer Base Sport Utility	$35,546.00	No
Sewell Family of Companies	Ford Explorer Base Sport Utility	$36,000.00	Yes
Chastang Enterprises, Inc.	Ford Explorer Base Sport Utility	$36,986.00	No
Sam Packs Five Star Ford	Ford Explorer Base Sport Utility	$37,223.00	No
Rush Truck Center - Austin	Ford Explorer Base Sport Utility	$37,428.00	No
Randall Reed's Prestige Ford	Ford Explorer Base Sport Utility	$38,750.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford Explorer Base Sport Utility	$38,990.00	No

104. Base Model Price for **Ford Police F-150 SSV** – Crew Cab, Four door, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Police F-150 SSV	$34,300.00	Yes
Chastang Enterprises, Inc.	Ford Police F-150 SSV	$34,998.00	Yes
Austin Mack Haik Ford Lincoln	Ford Police F-150 SSV	$36,736.00	Yes
Chalmers Ford	Ford Police F-150 SSV	$40,043.00	No
Silsbee Ford	Ford Police F-150 SSV	$41,125.00	Yes
Rush Truck Center - Austin	Ford Police F-150 SSV	$41,619.00	No
Randall Reed's Prestige Ford	Ford Police F-150 SSV	$42,770.00	No
Sam Packs Five Star Ford	Ford Police F-150 SSV	$44,466.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford Police F-150 SSV	$44,490.00	No
Sewell Family of Companies	Ford Police F-150 SSV	$45,876.00	No
Chalmers Ford	Ford Police F-150 SSV	$49,441.00	No

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105. Base Model Price for **Ford Police F-150 Lighting Pro SSV** – Crew Cab, Four door, Electric engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Police F-150 Lighting Pro SSV	$40,880.00	Yes
Chastang Enterprises, Inc.	Ford Police F-150 Lighting Pro SSV	$44,395.00	Yes
Austin Mack Haik Ford Lincoln	Ford Police F-150 Lighting Pro SSV	$46,395.00	Yes
Randall Reed's Prestige Ford	Ford Police F-150 Lighting Pro SSV	$46,880.00	Yes
Sam Packs Five Star Ford	Ford Police F-150 Lighting Pro SSV	$49,849.00	No
Silsbee Ford	Ford Police F-150 Lighting Pro SSV	$49,994.00	No
Sewell Family of Companies	Ford Police F-150 Lighting Pro SSV	$50,190.00	No
Rush Truck Center - Austin	Ford Police F-150 Lighting Pro SSV	$50,335.00	No
Chalmers Ford	Ford Police F-150 Lighting Pro SSV	$51,526.00	No

106. Base Model Price for **Ford Police Interceptor Sport Utility** - AWD, 3.3L HEV engine complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Police Interceptor Sport Utility	$35,900.00	Yes
Chalmers Ford	Ford Police Interceptor Sport Utility	$41,479.00	No
Chastang Enterprises, Inc.	Ford Police Interceptor Sport Utility	$42,988.00	Yes
Austin Mack Haik Ford Lincoln	Ford Police Interceptor Sport Utility	$43,207.00	Yes
Sewell Family of Companies	Ford Police Interceptor Sport Utility	$44,330.00	Yes
Silsbee Ford	Ford Police Interceptor Sport Utility	$45,616.00	Yes
Rush Truck Center - Austin	Ford Police Interceptor Sport Utility	$46,050.00	No
Sam Packs Five Star Ford	Ford Police Interceptor Sport Utility	$46,435.00	No
Randall Reed's Prestige Ford	Ford Police Interceptor Sport Utility	$46,925.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford Police Interceptor Sport Utility	$49,490.00	No

107. Base Model Price for **Ford Expedition SSV Utility** – 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Expedition SSV Utility	$42,790.00	Yes

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107. Base Model Price for **Ford Expedition SSV Utility** – 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford Expedition SSV Utility	$45,488.00	Yes
Sam Packs Five Star Ford	Ford Expedition SSV Utility	$46,386.00	Yes
Rush Truck Center - Austin	Ford Expedition SSV Utility	$46,807.00	Yes
Randall Reed's Prestige Ford	Ford Expedition SSV Utility	$47,860.00	No
Chalmers Ford	Ford Expedition SSV Utility	$48,009.00	No
Sewell Family of Companies	Ford Expedition SSV Utility	$48,337.00	No
Silsbee Ford	Ford Expedition SSV Utility	$48,511.00	No
Austin Mack Haik Ford Lincoln	Ford Expedition SSV Utility	$49,082.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford Expedition SSV Utility	$50,790.00	No

108. Base Model Price for **Ford Expedition SSV Extended Length Utility** - Expedition SSV Extended length trim package, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment. 108

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Expedition SSV Extended Length Utility	$44,990.00	Yes
Chastang Enterprises, Inc.	Ford Expedition SSV Extended Length Utility	$47,897.00	Yes
Sam Packs Five Star Ford	Ford Expedition SSV Extended Length Utility	$48,999.00	Yes
Rush Truck Center - Austin	Ford Expedition SSV Extended Length Utility	$49,472.00	Yes
Silsbee Ford	Ford Expedition SSV Extended Length Utility	$50,176.00	No
Chalmers Ford	Ford Expedition SSV Extended Length Utility	$50,624.00	No
Randall Reed's Prestige Ford	Ford Expedition SSV Extended Length Utility	$50,710.00	No
Sewell Family of Companies	Ford Expedition SSV Extended Length Utility	$51,000.00	No
Austin Mack Haik Ford Lincoln	Ford Expedition SSV Extended Length Utility	$52,842.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford Expedition SSV Extended Length Utility	$54,498.00	No

109. Base Model Price for **Ford Police Transit Van** - Prisoner Transport Vehicle, SRW, 3.5L PFDI V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sam Packs Five Star Ford	Ford Police Transit Van	$40,776.00	Yes

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109. Base Model Price for **Ford Police Transit Van** - Prisoner Transport Vehicle, SRW, 3.5L PFDI V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Police Transit Van	$43,775.00	Yes
Sewell Family of Companies	Ford Police Transit Van	$49,500.00	Yes
Silsbee Ford	Ford Police Transit Van	$53,795.00	Yes
Chastang Enterprises, Inc.	Ford Police Transit Van	$61,995.00	No
Chalmers Ford	Ford Police Transit Van	$88,000.00	No

110. Base Model Price for **Ford Police Transit Van** - Prisoner Transport Vehicle, DRW, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sam Packs Five Star Ford	Ford Police Transit Van	$44,400.00	Yes
Rockdale Country Ford	Ford Police Transit Van	$46,540.00	Yes
Silsbee Ford	Ford Police Transit Van	$56,995.00	No
Chastang Enterprises, Inc.	Ford Police Transit Van	$64,995.00	No
Chalmers Ford	Ford Police Transit Van	$91,000.00	No

111. Base Model Price for **Ford Expedition XL STX Sport Utility** - Expedition XL Trim Package, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Expedition XL STX Sport Utility	$45,100.00	Yes
Austin Mack Haik Ford Lincoln	Ford Expedition XL STX Sport Utility	$47,082.00	Yes
Chastang Enterprises, Inc.	Ford Expedition XL STX Sport Utility	$47,348.00	Yes
Sam Packs Five Star Ford	Ford Expedition XL STX Sport Utility	$48,243.00	Yes
Rush Truck Center - Austin	Ford Expedition XL STX Sport Utility	$48,733.00	Yes
Randall Reed's Prestige Ford	Ford Expedition XL STX Sport Utility	$49,810.00	No
Chalmers Ford	Ford Expedition XL STX Sport Utility	$50,607.00	No
Sewell Family of Companies	Ford Expedition XL STX Sport Utility	$51,142.00	No
Silsbee Ford	Ford Expedition XL STX Sport Utility	$51,490.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford Expedition XL STX Sport Utility	$55,490.00	No

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112. Base Model Price for **Ford Expedition EL Sport Utility** - Expedition XL Extended length trim package, 3.5L EcoBoost V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford Expedition EL Sport Utility	$48,800.00	Yes
Austin Mack Haik Ford Lincoln	Ford Expedition EL Sport Utility	$50,842.00	Yes
Chastang Enterprises, Inc.	Ford Expedition EL Sport Utility	$50,998.00	Yes
Rush Truck Center - Austin	Ford Expedition EL Sport Utility	$51,541.00	Yes
Sam Packs Five Star Ford	Ford Expedition EL Sport Utility	$51,893.00	Yes
Silsbee Ford	Ford Expedition EL Sport Utility	$53,406.00	No
Randall Reed's Prestige Ford	Ford Expedition EL Sport Utility	$53,570.00	No
Sewell Family of Companies	Ford Expedition EL Sport Utility	$54,137.00	No
Chalmers Ford	Ford Expedition EL Sport Utility	$54,257.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford Expedition EL Sport Utility	$54,490.00	No

113. Base Model Price for **Ford Ranger Truck** - Super Cab (R1A); XL Package, 2.3L EcoBoost I4 Engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Ford Ranger Truck	$24,930.00	Yes
Sewell Family of Companies	Ford Ranger Truck	$25,900.00	Yes
Rockdale Country Ford	Ford Ranger Truck	$28,225.00	Yes
Rush Truck Center - Austin	Ford Ranger Truck	$30,941.00	No
Silsbee Ford	Ford Ranger Truck	$32,596.00	No
Chastang Enterprises, Inc.	Ford Ranger Truck	$32,969.00	No
Chalmers Ford	Ford Ranger Truck	$33,295.00	No
Sam Packs Five Star Ford	Ford Ranger Truck	$33,822.00	No

114. Base Model Price for **Ford Maverick Truck** - Super Cab, XL Package, 2.5L Full Hybrid Engine (FHEV), complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Ford Maverick Truck	$22,364.00	Yes
Rockdale Country Ford	Ford Maverick Truck	$22,450.00	Yes

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114. Base Model Price for **Ford Maverick Truck** - Super Cab, XL Package, 2.5L Full Hybrid Engine (FHEV), complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sam Packs Five Star Ford	Ford Maverick Truck	$22,919.00	Yes
Rush Truck Center - Austin	Ford Maverick Truck	$23,132.00	Yes
Sewell Family of Companies	Ford Maverick Truck	$23,500.00	Yes
Chastang Enterprises, Inc.	Ford Maverick Truck	$23,899.00	No
Chalmers Ford	Ford Maverick Truck	$24,592.00	No
Silsbee Ford	Ford Maverick Truck	$25,173.00	No
Randall Reed's Prestige Ford	Ford Maverick Truck	$25,648.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford Maverick Truck	$25,990.00	No
Chalmers Ford	Ford Maverick Truck	$26,316.00	No

115. Base Model Price for **Ford F-150 Truck** - Regular Cab (F1C), 1/2-ton, regular cab, 4x2, 6.5' Bed, 3.3L Ti-VCT V6, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford F-150 Truck	$25,976.00	Yes
Austin Mack Haik Ford Lincoln	Ford F-150 Truck	$26,146.00	Yes
Rockdale Country Ford	Ford F-150 Truck	$27,375.00	Yes
Silsbee Ford	Ford F-150 Truck	$32,175.00	Yes
Sewell Family of Companies	Ford F-150 Truck	$32,850.00	Yes
Chalmers Ford	Ford F-150 Truck	$33,876.00	No
Rush Truck Center - Austin	Ford F-150 Truck	$34,846.00	No
Sam Packs Five Star Ford	Ford F-150 Truck	$35,242.00	No
Randall Reed's Prestige Ford	Ford F-150 Truck	$35,875.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford F-150 Truck	$38,190.00	No

116. Base Model Price for **Ford F-150 Truck** - Regular Cab CNG/LPG, 1/2-ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, compete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Ford F-150 Truck	$26,146.00	Yes

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116. Base Model Price for **Ford F-150 Truck** - Regular Cab CNG/LPG, 1/2-ton, regular cab, 4x2, 6.5' Bed, 3.7L V6, compete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford F-150 Truck	$28,770.00	Yes
Rush Truck Center - Austin	Ford F-150 Truck	$34,846.00	No
Sam Packs Five Star Ford	Ford F-150 Truck	$35,242.00	No
Chalmers Ford	Ford F-150 Truck	$36,507.00	No

117. Base Model Price for **Ford F-150 Lighting Pro Truck** - CREW Cab, Electric, 1/2-ton, regular cab, 4x2, 6.5' Bed, 3.7LV6, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford F-150 Lighting Pro Truck	$40,700.00	Yes
Chastang Enterprises, Inc.	Ford F-150 Lighting Pro Truck	$44,254.00	Yes
Austin Mack Haik Ford Lincoln	Ford F-150 Lighting Pro Truck	$46,395.00	Yes
Randall Reed's Prestige Ford	Ford F-150 Lighting Pro Truck	$46,880.00	Yes
Silsbee Ford	Ford F-150 Lighting Pro Truck	$49,828.00	No
Sam Packs Five Star Ford	Ford F-150 Lighting Pro Truck	$49,849.00	No
Rush Truck Center - Austin	Ford F-150 Lighting Pro Truck	$50,190.00	No
Sewell Family of Companies	Ford F-150 Lighting Pro Truck	$50,200.00	No
Chalmers Ford	Ford F-150 Lighting Pro Truck	$51,026.00	No

118. Base Model Price for **Ford F-250 Truck** - Regular Cab (F2A), 3/4-ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford F-250 Truck	$37,100.00	Yes
Chastang Enterprises, Inc.	Ford F-250 Truck	$38,495.00	Yes
Austin Mack Haik Ford Lincoln	Ford F-250 Truck	$39,222.00	Yes
Rush Truck Center - Austin	Ford F-250 Truck	$39,760.00	Yes
Sam Packs Five Star Ford	Ford F-250 Truck	$41,190.00	Yes
Randall Reed's Prestige Ford	Ford F-250 Truck	$42,550.00	No
Silsbee Ford	Ford F-250 Truck	$42,895.00	No

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118. Base Model Price for **Ford F-250 Truck** - Regular Cab (F2A), 3/4-ton, regular cab, 4x2, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chalmers Ford	Ford F-250 Truck	$42,999.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford F-250 Truck	$44,490.00	No
Sewell Family of Companies	Ford F-250 Truck	$45,435.00	No

119. Base Model Price for **Ford F-350 Truck (SRW)** - Regular Cab (F3A), 1 ton, 6.2L V8 engine, automatic transmission, 4x2 SRW, TorqShift 10-Speed SelectShift Automatic, 8' Bed, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford F-350 Truck (SRW)	$38,040.00	Yes
Chastang Enterprises, Inc.	Ford F-350 Truck (SRW)	$39,495.00	Yes
Rush Truck Center - Austin	Ford F-350 Truck (SRW)	$40,815.00	Yes
Austin Mack Haik Ford Lincoln	Ford F-350 Truck (SRW)	$41,580.00	Yes
Sam Packs Five Star Ford	Ford F-350 Truck (SRW)	$42,134.00	Yes
Randall Reed's Prestige Ford	Ford F-350 Truck (SRW)	$43,540.00	No
Silsbee Ford	Ford F-350 Truck (SRW)	$43,839.00	No
Chalmers Ford	Ford F-350 Truck (SRW)	$43,943.00	No
Sewell Family of Companies	Ford F-350 Truck (SRW)	$45,200.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford F-350 Truck (SRW)	$45,490.00	No

120. Base Model Price for **Ford F-350 Truck (DRW)** - Regular Cab (F3A), 1 ton, 6.2L V8 engine, automatic transmission, 4x2 DRW, TorqShift 10-Speed SelectShift Automatic, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford F-350 Truck (DRW)	$39,775.00	Yes
Chastang Enterprises, Inc.	Ford F-350 Truck (DRW)	$40,885.00	Yes
Rush Truck Center - Austin	Ford F-350 Truck (DRW)	$42,186.00	Yes
Sam Packs Five Star Ford	Ford F-350 Truck (DRW)	$43,480.00	Yes
Austin Mack Haik Ford Lincoln	Ford F-350 Truck (DRW)	$43,580.00	Yes
Sewell Family of Companies	Ford F-350 Truck (DRW)	$44,280.00	No
Silsbee Ford	Ford F-350 Truck (DRW)	$45,184.00	No

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120. Base Model Price for **Ford F-350 Truck (DRW)** - Regular Cab (F3A), 1 ton, 6.2L V8 engine, automatic transmission, 4x2 DRW, TorqShift 10-Speed SelectShift Automatic, 8' Bed, 6.2L V8 engine, automatic transmission, complete with all manufacturer's standard

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chalmers Ford	Ford F-350 Truck (DRW)	$45,288.00	No
Randall Reed's Prestige Ford	Ford F-350 Truck (DRW)	$45,330.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford F-350 Truck (DRW)	$46,590.00	No

121. Base Model Price for **Ford 450 Truck** – 7.3L PFI V8, Regular Cab, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford 450 Truck	$43,150.00	Yes
Rush Truck Center - Austin	Ford 450 Truck	$43,160.00	Yes
Chastang Enterprises, Inc.	Ford 450 Truck	$44,988.00	Yes
Sam Packs Five Star Ford	Ford 450 Truck	$45,709.00	Yes
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford 450 Truck	$47,990.00	No
Austin Mack Haik Ford Lincoln	Ford 450 Truck	$48,453.00	No
Randall Reed's Prestige Ford	Ford 450 Truck	$49,985.00	No
Sewell Family of Companies	Ford 450 Truck	$50,000.00	No
Silsbee Ford	Ford 450 Truck	$51,913.00	No
Chalmers Ford	Ford 450 Truck	$52,117.00	No
Chalmers Ford	Ford 450 Truck	$58,183.00	No

122. Base Model Price for **Ford 550 Truck** – 7.3L PFI V8, Regular Cab, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rush Truck Center - Austin	Ford 550 Truck	$44,172.00	Yes
Rockdale Country Ford	Ford 550 Truck	$44,400.00	Yes
Chastang Enterprises, Inc.	Ford 550 Truck	$45,888.00	Yes
Sam Packs Five Star Ford	Ford 550 Truck	$46,700.00	Yes
Austin Mack Haik Ford Lincoln	Ford 550 Truck	$49,476.00	No
Randall Reed's Prestige Ford	Ford 550 Truck	$50,945.00	No

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122. Base Model Price for **Ford 550 Truck** – 7.3L PFI V8, Regular Cab, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Ford 550 Truck	$51,000.00	No
Silsbee Ford	Ford 550 Truck	$52,905.00	No
Chalmers Ford	Ford 550 Truck	$53,109.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Ford 550 Truck	$55,990.00	No

123. Base Model Price for **Ford 600 Truck** – 7.3L PFI V8, Regular Cab, 4x2 DRW, 145.3" wheelbase, TorqShift 10-Speed SelectShift Automatic, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rush Truck Center - Austin	Ford 600 Truck	$47,538.00	Yes
Rockdale Country Ford	Ford 600 Truck	$48,970.00	Yes
Chastang Enterprises, Inc.	Ford 600 Truck	$49,288.00	Yes
Sam Packs Five Star Ford	Ford 600 Truck	$49,994.00	Yes
Austin Mack Haik Ford Lincoln	Ford 600 Truck	$52,880.00	No
Sewell Family of Companies	Ford 600 Truck	$54,400.00	No
Randall Reed's Prestige Ford	Ford 600 Truck	$54,910.00	No
Silsbee Ford	Ford 600 Truck	$56,209.00	No
Chalmers Ford	Ford 600 Truck	$57,413.00	No

124. Base Model Price for **Ford Transit Connect Passenger Wagon** - Transit Connect Wagon, 2.0L GDI I4 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Ford Transit Connect Passenger Wagon	$31,954.00	Yes
Silsbee Ford	Ford Transit Connect Passenger Wagon	$33,936.00	Yes
Sewell Family of Companies	Ford Transit Connect Passenger Wagon	$34,700.00	No

125. Base Model Price for **Ford Transit Connect Cargo Van** - Transit Connect Van, 2.0L GDI I4 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Ford Transit Connect Cargo Van	$29,954.00	Yes
Silsbee Ford	Ford Transit Connect Cargo Van	$32,305.00	Yes
Sewell Family of Companies	Ford Transit Connect Cargo Van	$33,300.00	No

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126. Base Model Price for **Ford T-150 Transit Cargo Van (Low Roof)** - 3.5L PFDi V6 engine, 8670lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford T-150 Transit Cargo Van (Low Roof)	$36,970.00	Yes
Chastang Enterprises, Inc.	Ford T-150 Transit Cargo Van (Low Roof)	$36,997.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-150 Transit Cargo Van (Low Roof)	$40,743.00	Yes
Sam Packs Five Star Ford	Ford T-150 Transit Cargo Van (Low Roof)	$41,776.00	Yes
Sewell Family of Companies	Ford T-150 Transit Cargo Van (Low Roof)	$42,295.00	Yes
Randall Reed's Prestige Ford	Ford T-150 Transit Cargo Van (Low Roof)	$42,980.00	No
Silsbee Ford	Ford T-150 Transit Cargo Van (Low Roof)	$42,981.00	No
Rush Truck Center - Austin	Ford T-150 Transit Cargo Van (Low Roof)	$43,079.00	No
Chalmers Ford	Ford T-150 Transit Cargo Van (Low Roof)	$43,748.00	No

127. Base Model Price for **Ford T-150 Transit Cargo Van (Medium Roof)** - 3.5L PFDi V6 engine, 8670lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-150 Transit Cargo Van (Medium Roof)	$36,975.00	Yes
Rockdale Country Ford	Ford T-150 Transit Cargo Van (Medium Roof)	$37,600.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-150 Transit Cargo Van (Medium Roof)	$41,578.00	Yes
Sam Packs Five Star Ford	Ford T-150 Transit Cargo Van (Medium Roof)	$42,296.00	Yes
Sewell Family of Companies	Ford T-150 Transit Cargo Van (Medium Roof)	$42,825.00	No
Silsbee Ford	Ford T-150 Transit Cargo Van (Medium Roof)	$43,080.00	No
Rush Truck Center - Austin	Ford T-150 Transit Cargo Van (Medium Roof)	$43,608.00	No
Randall Reed's Prestige Ford	Ford T-150 Transit Cargo Van (Medium Roof)	$43,880.00	No
Chalmers Ford	Ford T-150 Transit Cargo Van (Medium Roof)	$44,268.00	No

128. Base Model Price for **Ford T-250 Transit Cargo Van (Low Roof)** - 3.5L PFDi V6 engine, 9070lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-250 Transit Cargo Van (Low Roof)	$37,996.00	Yes
Rockdale Country Ford	Ford T-250 Transit Cargo Van (Low Roof)	$38,180.00	Yes

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128. Base Model Price for **Ford T-250 Transit Cargo Van (Low Roof)** - 3.5L PFDi V6 engine, 9070lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Ford T-250 Transit Cargo Van (Low Roof)	$41,927.00	Yes
Sam Packs Five Star Ford	Ford T-250 Transit Cargo Van (Low Roof)	$42,634.00	Yes
Sewell Family of Companies	Ford T-250 Transit Cargo Van (Low Roof)	$43,000.00	No
Silsbee Ford	Ford T-250 Transit Cargo Van (Low Roof)	$43,339.00	No
Randall Reed's Prestige Ford	Ford T-250 Transit Cargo Van (Low Roof)	$43,940.00	No
Rush Truck Center - Austin	Ford T-250 Transit Cargo Van (Low Roof)	$43,952.00	No
Chalmers Ford	Ford T-250 Transit Cargo Van (Low Roof)	$44,606.00	No

129. Base Model Price for **Ford T-250 Transit Cargo Van (Medium Roof)** - 3.5L PFDi V6 engine, 9070lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-250 Transit Cargo Van (Medium Roof)	$37,833.00	Yes
Rockdale Country Ford	Ford T-250 Transit Cargo Van (Medium Roof)	$38,650.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-250 Transit Cargo Van (Medium Roof)	$42,461.00	Yes
Sam Packs Five Star Ford	Ford T-250 Transit Cargo Van (Medium Roof)	$43,153.00	Yes
Sewell Family of Companies	Ford T-250 Transit Cargo Van (Medium Roof)	$43,700.00	No
Silsbee Ford	Ford T-250 Transit Cargo Van (Medium Roof)	$43,938.00	No
Rush Truck Center - Austin	Ford T-250 Transit Cargo Van (Medium Roof)	$44,481.00	No
Randall Reed's Prestige Ford	Ford T-250 Transit Cargo Van (Medium Roof)	$44,660.00	No
Chalmers Ford	Ford T-250 Transit Cargo Van (Medium Roof)	$45,125.00	No

130. Base Model Price for **Ford T-250 Transit Cargo Van (High Roof)** - 3.5L PFDi V6 engine, 9070lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford T-250 Transit Cargo Van (High Roof)	$40,925.00	Yes
Chastang Enterprises, Inc.	Ford T-250 Transit Cargo Van (High Roof)	$41,698.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-250 Transit Cargo Van (High Roof)	$45,414.00	Yes
Sam Packs Five Star Ford	Ford T-250 Transit Cargo Van (High Roof)	$45,918.00	Yes

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130. Base Model Price for **Ford T-250 Transit Cargo Van (High Roof)** - 3.5L PFDi V6 engine, 9070lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Ford T-250 Transit Cargo Van (High Roof)	$46,615.00	No
Silsbee Ford	Ford T-250 Transit Cargo Van (High Roof)	$46,913.00	No
Rush Truck Center - Austin	Ford T-250 Transit Cargo Van (High Roof)	$47,402.00	No
Randall Reed's Prestige Ford	Ford T-250 Transit Cargo Van (High Roof)	$47,550.00	No
Chalmers Ford	Ford T-250 Transit Cargo Van (High Roof)	$47,990.00	No

131. Base Model Price for **Ford T-350 Transit Cargo Van (Low Roof)** - 3.5L PFDi V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350 Transit Cargo Van (Low Roof)	$38,987.00	Yes
Rockdale Country Ford	Ford T-350 Transit Cargo Van (Low Roof)	$39,975.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Cargo Van (Low Roof)	$43,089.00	Yes
Sewell Family of Companies	Ford T-350 Transit Cargo Van (Low Roof)	$44,317.00	No
Sam Packs Five Star Ford	Ford T-350 Transit Cargo Van (Low Roof)	$44,913.00	No
Silsbee Ford	Ford T-350 Transit Cargo Van (Low Roof)	$44,913.00	No
Randall Reed's Prestige Ford	Ford T-350 Transit Cargo Van (Low Roof)	$44,985.00	No
Rush Truck Center - Austin	Ford T-350 Transit Cargo Van (Low Roof)	$45,602.00	No
Chalmers Ford	Ford T-350 Transit Cargo Van (Low Roof)	$45,734.00	No

132. Base Model Price for **Ford T-350 Transit Cargo Van (Medium Roof)** - 3.5L PFDi V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350 Transit Cargo Van (Medium Roof)	$37,996.00	Yes
Rockdale Country Ford	Ford T-350 Transit Cargo Van (Medium Roof)	$40,700.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Cargo Van (Medium Roof)	$43,619.00	Yes
Sewell Family of Companies	Ford T-350 Transit Cargo Van (Medium Roof)	$44,850.00	No
Sam Packs Five Star Ford	Ford T-350 Transit Cargo Van (Medium Roof)	$45,432.00	No
Silsbee Ford	Ford T-350 Transit Cargo Van (Medium Roof)	$45,512.00	No

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132. Base Model Price for **Ford T-350 Transit Cargo Van (Medium Roof)** - 3.5L PFDi V6 engine, 9500lbs GVWR, 130" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Randall Reed's Prestige Ford	Ford T-350 Transit Cargo Van (Medium Roof)	$45,680.00	No
Rush Truck Center - Austin	Ford T-350 Transit Cargo Van (Medium Roof)	$46,127.00	No
Chalmers Ford	Ford T-350 Transit Cargo Van (Medium Roof)	$46,248.00	No

133. Base Model Price for **Ford T-350 Transit Cargo Van (High Roof)** - 3.5L PFDi V6 engine, 9500lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350 Transit Cargo Van (High Roof)	$42,788.00	Yes
Rockdale Country Ford	Ford T-350 Transit Cargo Van (High Roof)	$42,970.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Cargo Van (High Roof)	$46,577.00	Yes
Sam Packs Five Star Ford	Ford T-350 Transit Cargo Van (High Roof)	$47,147.00	Yes
Sewell Family of Companies	Ford T-350 Transit Cargo Van (High Roof)	$47,750.00	No
Silsbee Ford	Ford T-350 Transit Cargo Van (High Roof)	$47,952.00	No
Randall Reed's Prestige Ford	Ford T-350 Transit Cargo Van (High Roof)	$48,775.00	No
Rush Truck Center - Austin	Ford T-350 Transit Cargo Van (High Roof)	$49,052.00	No
Chalmers Ford	Ford T-350 Transit Cargo Van (High Roof)	$50,619.00	No

134. Base Model Price for **Ford T-350 Transit Passenger Van (Low Roof)** - Seating for 12, 3.5L PDFI V6 engine, 9250lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350 Transit Passenger Van (Low Roof)	$42,997.00	Yes
Rockdale Country Ford	Ford T-350 Transit Passenger Van (Low Roof)	$43,200.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Passenger Van (Low Roof)	$47,251.00	Yes
Sam Packs Five Star Ford	Ford T-350 Transit Passenger Van (Low Roof)	$47,801.00	Yes
Silsbee Ford	Ford T-350 Transit Passenger Van (Low Roof)	$48,955.00	No
Rush Truck Center - Austin	Ford T-350 Transit Passenger Van (Low Roof)	$49,220.00	No
Randall Reed's Prestige Ford	Ford T-350 Transit Passenger Van (Low Roof)	$49,660.00	No
Sewell Family of Companies	Ford T-350 Transit Passenger Van (Low Roof)	$49,700.00	No
Chalmers Ford	Ford T-350 Transit Passenger Van (Low Roof)	$50,674.00	No

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135. Base Model Price for **Ford T-350 Transit Passenger Van (Medium Roof)** - Seating for 12, 3.5L PDFI V6 engine, 9250lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350 Transit Passenger Van (Medium Roof)	$43,995.00	Yes
Rockdale Country Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$44,500.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Passenger Van (Medium Roof)	$48,069.00	Yes
Sam Packs Five Star Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$48,595.00	Yes
Silsbee Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$49,835.00	No
Sewell Family of Companies	Ford T-350 Transit Passenger Van (Medium Roof)	$50,000.00	No
Rush Truck Center - Austin	Ford T-350 Transit Passenger Van (Medium Roof)	$50,028.00	No
Randall Reed's Prestige Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$50,550.00	No
Chalmers Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$51,468.00	No
Creative Bus Sales	Ford T-350 Transit Passenger Van (Medium Roof)	$101,273.00	No

136. Base Model Price for **Ford T-350 Transit Passenger Van (High Roof)** - Seating for 12, 3.5L PDFI V6 engine, 9250lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350 Transit Passenger Van (High Roof)	$45,288.00	Yes
Rockdale Country Ford	Ford T-350 Transit Passenger Van (High Roof)	$45,600.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Passenger Van (High Roof)	$49,181.00	Yes
Sam Packs Five Star Ford	Ford T-350 Transit Passenger Van (High Roof)	$49,674.00	Yes
Silsbee Ford	Ford T-350 Transit Passenger Van (High Roof)	$51,030.00	No
Rush Truck Center - Austin	Ford T-350 Transit Passenger Van (High Roof)	$51,129.00	No
Sewell Family of Companies	Ford T-350 Transit Passenger Van (High Roof)	$51,300.00	No
Randall Reed's Prestige Ford	Ford T-350 Transit Passenger Van (High Roof)	$51,610.00	No
Chalmers Ford	Ford T-350 Transit Passenger Van (High Roof)	$52,547.00	No

137. Base Model Price for **Ford T-350 Transit Passenger Van (Low Roof)** - Seating for 15, 3.5L PDFI V6 engine, 9400lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford T-350 Transit Passenger Van (Low Roof)	$43,900.00	Yes

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137. Base Model Price for **Ford T-350 Transit Passenger Van (Low Roof)** - Seating for 15, 3.5L PDFI V6 engine, 9400lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350 Transit Passenger Van (Low Roof)	$44,296.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Passenger Van (Low Roof)	$48,582.00	Yes
Sam Packs Five Star Ford	Ford T-350 Transit Passenger Van (Low Roof)	$48,991.00	Yes
Sewell Family of Companies	Ford T-350 Transit Passenger Van (Low Roof)	$49,750.00	No
Silsbee Ford	Ford T-350 Transit Passenger Van (Low Roof)	$50,455.00	No
Randall Reed's Prestige Ford	Ford T-350 Transit Passenger Van (Low Roof)	$50,975.00	No
Chalmers Ford	Ford T-350 Transit Passenger Van (Low Roof)	$51,964.00	No
Rush Truck Center - Austin	Ford T-350 Transit Passenger Van (Low Roof)	$52,865.00	No

138. Base Model Price for **Ford T-350 Transit Passenger Van (Medium Roof)** - Seating for 15, 3.5L PDFI V6 engine, 9400lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$44,990.00	Yes
Chastang Enterprises, Inc.	Ford T-350 Transit Passenger Van (Medium Roof)	$45,288.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Passenger Van (Medium Roof)	$49,400.00	Yes
Sam Packs Five Star Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$49,885.00	Yes
Sewell Family of Companies	Ford T-350 Transit Passenger Van (Medium Roof)	$50,235.00	Yes
Silsbee Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$51,335.00	No
Rush Truck Center - Austin	Ford T-350 Transit Passenger Van (Medium Roof)	$51,346.00	No
Randall Reed's Prestige Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$51,885.00	No
Chalmers Ford	Ford T-350 Transit Passenger Van (Medium Roof)	$52,758.00	No

139. Base Model Price for **Ford T-350 Transit Passenger Van (High Roof)** - Seating for 15, 3.5L PDFI V6 engine, 9400lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350 Transit Passenger Van (High Roof)	$46,598.00	Yes
Rockdale Country Ford	Ford T-350 Transit Passenger Van (High Roof)	$46,670.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350 Transit Passenger Van (High Roof)	$50,512.00	Yes

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139. Base Model Price for **Ford T-350 Transit Passenger Van (High Roof)** - Seating for 15, 3.5L PDFI V6 engine, 9400lbs GVWR, 148" wheelbase, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sam Packs Five Star Ford	Ford T-350 Transit Passenger Van (High Roof)	$50,964.00	Yes
Rush Truck Center - Austin	Ford T-350 Transit Passenger Van (High Roof)	$52,447.00	No
Silsbee Ford	Ford T-350 Transit Passenger Van (High Roof)	$52,530.00	No
Randall Reed's Prestige Ford	Ford T-350 Transit Passenger Van (High Roof)	$52,966.00	No
Sewell Family of Companies	Ford T-350 Transit Passenger Van (High Roof)	$53,650.00	No
Chalmers Ford	Ford T-350 Transit Passenger Van (High Roof)	$53,837.00	No

140. Base Model Price for **Ford T-250 Transit Cutaway Chassis** - 3.5L V6 engine, 9070lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-250 Transit Cutaway Chassis	$29,976.00	Yes
Rockdale Country Ford	Ford T-250 Transit Cutaway Chassis	$32,900.00	Yes
Sam Packs Five Star Ford	Ford T-250 Transit Cutaway Chassis	$36,786.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-250 Transit Cutaway Chassis	$37,137.00	Yes
Silsbee Ford	Ford T-250 Transit Cutaway Chassis	$37,691.00	Yes
Sewell Family of Companies	Ford T-250 Transit Cutaway Chassis	$38,430.00	No
Rush Truck Center - Austin	Ford T-250 Transit Cutaway Chassis	$39,126.00	No
Randall Reed's Prestige Ford	Ford T-250 Transit Cutaway Chassis	$39,440.00	No
Chalmers Ford	Ford T-250 Transit Cutaway Chassis	$41,458.00	No

141. Base Model Price for **Ford T-250 Transit Chassis Cab** - 3.5L V6 engine, 9070lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-250 Transit Chassis Cab	$30,448.00	Yes
Rockdale Country Ford	Ford T-250 Transit Chassis Cab	$33,450.00	Yes
Sam Packs Five Star Ford	Ford T-250 Transit Chassis Cab	$37,283.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-250 Transit Chassis Cab	$37,649.00	Yes
Silsbee Ford	Ford T-250 Transit Chassis Cab	$38,188.00	No

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141. Base Model Price for **Ford T-250 Transit Chassis Cab** - 3.5L V6 engine, 9070lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Ford T-250 Transit Chassis Cab	$38,950.00	No
Rush Truck Center - Austin	Ford T-250 Transit Chassis Cab	$39,631.00	No
Randall Reed's Prestige Ford	Ford T-250 Transit Chassis Cab	$39,880.00	No
Chalmers Ford	Ford T-250 Transit Chassis Cab	$41,955.00	No

142. Base Model Price for **Ford T-350HD Transit Cutaway Chassis** - 3.5L V6 engine, DRW,9070lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350HD Transit Cutaway Chassis	$30,988.00	Yes
Rockdale Country Ford	Ford T-350HD Transit Cutaway Chassis	$34,775.00	Yes
Sam Packs Five Star Ford	Ford T-350HD Transit Cutaway Chassis	$37,181.00	Yes
Silsbee Ford	Ford T-350HD Transit Cutaway Chassis	$38,386.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350HD Transit Cutaway Chassis	$38,653.00	No
Sewell Family of Companies	Ford T-350HD Transit Cutaway Chassis	$39,100.00	No
Rush Truck Center - Austin	Ford T-350HD Transit Cutaway Chassis	$40,626.00	No
Randall Reed's Prestige Ford	Ford T-350HD Transit Cutaway Chassis	$41,450.00	No
Chalmers Ford	Ford T-350HD Transit Cutaway Chassis	$42,929.00	No

143. Base Model Price for **Ford T-350HD Transit Chassis Cab** - 3.5L V6 engine, DRW, 9070lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford T-350HD Transit Chassis Cab	$31,498.00	Yes
Rockdale Country Ford	Ford T-350HD Transit Chassis Cab	$34,900.00	Yes
Austin Mack Haik Ford Lincoln	Ford T-350HD Transit Chassis Cab	$38,374.00	Yes
Sam Packs Five Star Ford	Ford T-350HD Transit Chassis Cab	$38,463.00	Yes
Silsbee Ford	Ford T-350HD Transit Chassis Cab	$38,891.00	Yes
Sewell Family of Companies	Ford T-350HD Transit Chassis Cab	$39,650.00	No
Rush Truck Center - Austin	Ford T-350HD Transit Chassis Cab	$41,141.00	No

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143. Base Model Price for **Ford T-350HD Transit Chassis Cab** - 3.5L V6 engine, DRW, 9070lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Randall Reed's Prestige Ford	Ford T-350HD Transit Chassis Cab	$41,940.00	No
Chalmers Ford	Ford T-350HD Transit Chassis Cab	$43,435.00	No

144. Base Model Price for **Ford E-350 Cutaway Van Chassis** - 7.3L V8 engine, SRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford E-350 Cutaway Van Chassis (SRW)	$27,988.00	Yes
Rockdale Country Ford	Ford E-350 Cutaway Van Chassis (SRW)	$29,970.00	Yes
Sewell Family of Companies	Ford E-350 Cutaway Van Chassis (SRW)	$30,000.00	Yes
Sam Packs Five Star Ford	Ford E-350 Cutaway Van Chassis (SRW)	$32,945.00	Yes
Austin Mack Haik Ford Lincoln	Ford E-350 Cutaway Van Chassis (SRW)	$33,545.00	Yes
Rush Truck Center - Austin	Ford E-350 Cutaway Van Chassis (SRW)	$34,132.00	No
Silsbee Ford	Ford E-350 Cutaway Van Chassis (SRW)	$36,550.00	No
Randall Reed's Prestige Ford	Ford E-350 Cutaway Van Chassis (SRW)	$36,880.00	No
Chalmers Ford	Ford E-350 Cutaway Van Chassis (SRW)	$38,018.00	No

145. Base Model Price for **Ford E-350 Cutaway Van Chassis** - 7.3L V8 engine, DRW, 138" wheelbase, 10050lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Chastang Enterprises, Inc.	Ford E-350 Cutaway Van Chassis (DRW)	$28,188.00	Yes
Rockdale Country Ford	Ford E-350 Cutaway Van Chassis (DRW)	$28,400.00	Yes
Sewell Family of Companies	Ford E-350 Cutaway Van Chassis (DRW)	$30,000.00	Yes
Sam Packs Five Star Ford	Ford E-350 Cutaway Van Chassis (DRW)	$33,275.00	Yes
Austin Mack Haik Ford Lincoln	Ford E-350 Cutaway Van Chassis (DRW)	$33,782.00	No
Rush Truck Center - Austin	Ford E-350 Cutaway Van Chassis (DRW)	$34,132.00	No
Silsbee Ford	Ford E-350 Cutaway Van Chassis (DRW)	$36,975.00	No
Randall Reed's Prestige Ford	Ford E-350 Cutaway Van Chassis (DRW)	$37,180.00	No
Chalmers Ford	Ford E-350 Cutaway Van Chassis (DRW)	$38,248.00	No

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146. Base Model Price for **Ford E-350 Stripped Chassis** – 7.3L V8 engine, DRW, 138" wheelbase, 11500lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford E-350 Stripped Chassis	$25,400.00	Yes
Chastang Enterprises, Inc.	Ford E-350 Stripped Chassis	$26,798.00	Yes
Sam Packs Five Star Ford	Ford E-350 Stripped Chassis	$29,962.00	Yes
Austin Mack Haik Ford Lincoln	Ford E-350 Stripped Chassis	$30,574.00	Yes
Rush Truck Center - Austin	Ford E-350 Stripped Chassis	$31,193.00	Yes
Randall Reed's Prestige Ford	Ford E-350 Stripped Chassis	$32,720.00	No
Silsbee Ford	Ford E-350 Stripped Chassis	$32,867.00	No
Chalmers Ford	Ford E-350 Stripped Chassis	$35,135.00	No
Sewell Family of Companies	Ford E-350 Stripped Chassis	$37,716.00	No

147. Base Model Price for **Ford E-450 Chassis Cab** – 7.3L V8, DRW, 158" wheelbase, 14,000lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sewell Family of Companies	Ford E-450 Chassis Cab	$30,350.00	Yes
Rockdale Country Ford	Ford E-450 Chassis Cab	$30,620.00	Yes
Chastang Enterprises, Inc.	Ford E-450 Chassis Cab	$30,947.00	Yes
Sam Packs Five Star Ford	Ford E-450 Chassis Cab	$34,979.00	Yes
Austin Mack Haik Ford Lincoln	Ford E-450 Chassis Cab	$35,847.00	No
Rush Truck Center - Austin	Ford E-450 Chassis Cab	$36,463.00	No
Silsbee Ford	Ford E-450 Chassis Cab	$37,984.00	No
Randall Reed's Prestige Ford	Ford E-450 Chassis Cab	$39,630.00	No
Chalmers Ford	Ford E-450 Chassis Cab	$40,252.00	No

148. Base Model Price for **Ford E-450 Stripped Chassis** – 7.3L V8, DRW, 158" wheelbase, 14,500lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford E-450 Stripped Chassis	$27,450.00	Yes
Chastang Enterprises, Inc.	Ford E-450 Stripped Chassis	$27,898.00	Yes

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148. Base Model Price for **Ford E-450 Stripped Chassis** – 7.3L V8, DRW, 158" wheelbase, 14,500lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sam Packs Five Star Ford	Ford E-450 Stripped Chassis	$31,970.00	Yes
Austin Mack Haik Ford Lincoln	Ford E-450 Stripped Chassis	$32,643.00	Yes
Rush Truck Center - Austin	Ford E-450 Stripped Chassis	$33,293.00	No
Randall Reed's Prestige Ford	Ford E-450 Stripped Chassis	$34,300.00	No
Silsbee Ford	Ford E-450 Stripped Chassis	$34,867.00	No
Chalmers Ford	Ford E-450 Stripped Chassis	$37,153.00	No
Sewell Family of Companies	Ford E-450 Stripped Chassis	$42,651.00	No

149. 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 (Ford).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Creative Bus Sales	Creative Bus Sales price list	11%	No
Randall Reed's Prestige Ford	Randall Reed's Prestige Ford price list	6%	Yes
Chastang Enterprises, Inc.	Chastang Enterprises price list	5%	Yes
Silsbee Ford	Silsbee Ford price list	5%	Yes
Austin Mack Haik Ford Lincoln	Austin Mac Haik Ford Lincoln price list	5%	Yes
Rockdale Country Ford	Rockdale Country Ford price list	5%	Yes
Chalmers Ford	Chalmers Ford price list	5%	No
Sam Packs Five Star Ford	Sam Packs Five Star Ford price list	5%	Yes
Sewell Family of Companies	Sewell Family of Companies price list	2%	Yes
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Triple Crown Ford Lincoln - Gilchrist Automotive Group price list	0%	No
Rush Truck Center - Austin	Rush Truck Center - Austin price list	0%	Yes

150. 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 (Ford).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Sam Packs Five Star Ford	Sam Packs Five Star Ford price list	30%	Yes
Chalmers Ford	Chalmers Ford price list	10%	No

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150. 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 (Ford).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
General Truck Body	General Truck Body price list	7%	Yes
Randall Reed's Prestige Ford	Randall Reed's Prestige Ford price list	5%	Yes
Chastang Enterprises, Inc.	Chastang Enterprises price list	5%	Yes
Silsbee Ford	Silsbee Ford price list	5%	Yes
Creative Bus Sales	Austin Mack Haik Ford Lincoln price list	5%	No
Austin Mack Haik Ford Lincoln	Austin Mack Haik Ford Lincoln price list	5%	Yes
Texas Highway Products, LTD	Texas Highway Products price list	3%	No
DPF Alternatives	DPF Alternaives price list	0%	No
Rockdale Country Ford	Rockdale Country Ford price list	0%	Yes
Rush Truck Center - Austin	Rush Truck Centers - Austin price list	0%	Yes

151. Discount (%) off **Original Equipment Manufacturer (OEM) Parts** (Ford).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Sam Packs Five Star Ford	Sam Packs Five Star Ford price list	30%	Yes
Austin Mack Haik Ford Lincoln	Austin Mack Haik Ford Lincoln price list	25%	Yes
Creative Bus Sales	Creative Bus Sales price list	15%	No
Randall Reed's Prestige Ford	Randall Reed's Prestige Ford price list	12%	Yes
Chastang Enterprises, Inc.	Chastang Enterprises price list	5%	Yes
Silsbee Ford	Silsbee Ford price list	5%	Yes
Rockdale Country Ford	Rockdale Country Ford price list	5%	Yes
Chalmers Ford	Chalmers Ford price list	5%	No
Wood Alternator and Starter Service	Wood Alternator and Starter Service price list	0%	No
Rush Truck Center - Austin	Rush Truck Centers - Austin price list	0%	Yes

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152. Discount (%) off **Extended Service Maintenance Agreements** (Ford).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Sam Packs Five Star Ford	Sam Packs Five Star Ford price list	20%	Yes
Austin Mack Haik Ford Lincoln	Austin Mack Haik Ford Lincoln price list	10%	Yes
Chalmers Ford	Chalmers Ford price list	10%	No
Randall Reed's Prestige Ford	Randall Reed's Prestige Ford price list	10%	Yes
Silsbee Ford	Silsbee Ford price list	5%	Yes
Rush Truck Center - Austin	Rush Truck Centers - Austin price list	0%	Yes
Chastang Enterprises, Inc.	Chastang Enterprises price list	0%	Yes
Rockdale Country Ford	Rockdale Country Ford price list	0%	Yes
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Gilchrist Automotive price list	0%	No

153. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles) (Ford).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Austin Mack Haik Ford Lincoln	Austin Mack Haik Ford Lincoln price list	10%	Yes
Sam Packs Five Star Ford	Sam Packs Five Star Ford price list	8%	Yes
Randall Reed's Prestige Ford	Randall Reed's Prestige Ford price list	1%	Yes
Silsbee Ford	Silsbee Ford price list	0%	Yes
Rockdale Country Ford	Rockdale Country Ford price list	0%	Yes
Rush Truck Center - Austin	Rush Truck Centers - Austin price list	0%	Yes
Chastang Enterprises, Inc.	Chastang Enterprises price list	0%	Yes
Sewell Family of Companies	Sweell Family of Companies price list	0%	Yes
Chalmers Ford	Chalmers Ford price list	0%	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Gilchrist Automotive price list	0%	No

154. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Ford).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Ford	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$90.00	Yes

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154. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Ford).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$100.00	Yes
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$135.00	No
Austin Mack Haik Ford Lincoln	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$135.00	Yes
Sam Packs Five Star Ford	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$140.00	Yes
Chalmers Ford	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$155.00	No
Chastang Enterprises, Inc.	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$165.00	Yes
Randall Reed's Prestige Ford	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$169.95	Yes
Creative Bus Sales	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$175.00	No
Rockdale Country Ford	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$180.00	Yes
Sewell Family of Companies	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$209.00	Yes
Rush Truck Center - Austin	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$225.00	Yes
DPF Alternatives	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Ford)	$0.00	No

155. **Not to Exceed** hourly labor rate for Paint and Body Repair (Ford).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sam Packs Five Star Ford	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$62.00	Yes
Silsbee Ford	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$90.00	Yes
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$90.00	No
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$100.00	Yes
Rockdale Country Ford	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$125.00	Yes

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155. **Not to Exceed** hourly labor rate for Paint and Body Repair (Ford).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Austin Mack Haik Ford Lincoln	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$125.00	Yes
Chalmers Ford	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$135.00	No
Randall Reed's Prestige Ford	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$169.95	Yes
Rush Truck Center - Austin	Not to Exceed hourly labor rate for Paint and Body Repair (Ford)	$225.00	Yes

156. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Sam Packs Five Star Ford	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$1.49	Yes
Austin Mack Haik Ford Lincoln	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$1.85	Yes
Silsbee Ford	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$2.00	Yes
Sewell Family of Companies	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$2.00	Yes
Chalmers Ford	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$2.00	No
Triple Crown Ford Lincoln - Gilchrist Automotive Group	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$2.85	No
Creative Bus Sales	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$3.00	No
Rockdale Country Ford	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$4.00	Yes
Rush Truck Center - Austin	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$4.65	Yes
Chastang Enterprises, Inc.	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$5.25	Yes
Cap-A-Bus, Inc.	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$100.00	Yes
Randall Reed's Prestige Ford	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Ford)	$2.56	Yes

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157. Base Model Price for **Honda Accord** - Base model, 2.4L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

158. Base Model Price for **Honda Accord Hybrid** - Base model, 2.4L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

159. Base Model Price for **Honda Civic** - Base model, 1.8L SOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

160. Base Model Price for **Honda Civic Hatchback** - Base model, 1.8L SOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

161. Base Model Price for **Honda Civic Si** - Base model, 1.8L SOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

162. Base Model Price for **Honda CR-V** - Base model, 2.4L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

163. Base Model Price for **Honda CR-V Hybrid** - Base model, 204 HP Two-Motor Hybrid Powertrain, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

164. Base Model Price for **Honda HR-V** - Base model, 16-Valve SOHC i-VTEC engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

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165. Base Model Price for **Honda Insight** - Base model, 1.5L SOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

166. Base Model Price for **Honda Odyssey LX** - Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

167. Base Model Price for **Honda Passport** - Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

168. Base Model Price for **Honda Pilot LX** - Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

169. Base Model Price for **Honda Ridgeline RT** - Base model, 3.5L SOHC V6 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

170. 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 (Honda).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

171. 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 (Honda).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Texas Highway Products, LTD	Texas Highway Products price list	3%	No
DPF Alternatives	DPF Alternaives price list	0%	No

172. Discount (%) off Original **Equipment Manufacturer (OEM) Parts** (Honda).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Wood Alternator and Starter Service	Wood Alternator and Starter Service price list	0%	No

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173. Discount (%) off **Extended Service Maintenance Agreements** (Honda).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
No Response			

174. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles) (Honda).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
No Response			

175. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Honda).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Honda)	$100.00	No
DPF Alternatives	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Honda)	$0.00	No

176. **Not to Exceed** hourly labor rate for Paint and Body Repair (Honda).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Paint and Body Repair (Honda)	$100.00	No

177. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Honda).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cap-A-Bus, Inc.	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Honda)	$100.00	No

178. Base Model Price for **Nissan Versa Sedan** - Base model, 1.6L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

179. Base Model Price for **Nissan Sentra** - Base model, 1.8L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

180. Base Model Price for **Nissan Leaf** - Base model, 40kw AC Synchronous motor, 24kWh lithium-ion Battery, 3.6kW onboard charger, cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

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181. Base Model Price for **Nissan Altima** - Base model, 2.5L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

182. Base Model Price for **Nissan Maxima** - Base model, 3.5L DOHC 6-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

183. Base Model Price for **Nissan Frontier** - Base model, 2.5L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

184. Base Model Price for **Nissan Titan** - Base model, 5.6L DOHC V8 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

185. Base Model Price for **Nissan Titan XD** - Base model, 400HP V8 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

186. Base Model Price for **Nissan Rogue** - Base model, 2.5L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

187. Base Model Price for **Nissan Rogue Sport** - Base model, 2.0L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

188. Base Model Price for **Nissan Kicks** - Base model, 1.6L DOHC 4-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

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189. Base Model Price for **Nissan Murano** - Base model, 3.5L DOHC 6-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

190. Base Model Price for **Nissan Pathfinder** - Base model, 3.5L DOHC 6-cylinder engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

191. Base Model Price for **Nissan Armada** - Base model, 5.6L DOHC V8 engine, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

192. Base Model Price for **Nissan Ariya Electric** - Base model, 87 kWh battery, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

193. 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 (Nissan).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
No Response			

194. 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 (Nissan).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
General Truck Body	General Truck Body price list	7%	No
Texas Highway Products, LTD	Texas Highway Products price list	3%	No
DPF Alternatives	DPF Alternaives price list	0%	No

195. Discount (%) off **Original Equipment Manufacturer (OEM) Parts** (Nissan).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Wood Alternator and Starter Service	Wood Alternator and Starter Service price list	0%	No

196. Discount (%) off **Extended Service Maintenance Agreements** (Nissan).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
No Response			

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197. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles) (Nissan).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
No Response			

198. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Nissan).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Nissan)	$100.00	No
DPF Alternatives	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Nissan)	$0.00	No

199. **Not to Exceed** hourly labor rate for Paint and Body Repair (Nissan).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Paint and Body Repair (Nissan)	$100.00	No

200. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Nissan).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Cap-A-Bus, Inc.	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Nissan)	$100.00	No

201. Base Model Price for **BMW R1250RT-P Police Motorcycle** - 1170 cc flat twin engine, 6 speed gearbox and shaft drive, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
BMG Xtreme Sports (Jimenez Motorsports, LLC)	BMW R1250RT-P Police Motorcycle	$23,040.00	Yes

202. Base Model Price for **Harley-Davidson Road King FLHP Police Motorcycle** w/ Fork Mounted Windshield - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Harley-Davidson Road King FLHP Police Motorcycle	$19,495.00	Yes

203. Base Model Price for **Harley-Davidson Electra Glide FLHTP Police Motorcycle** w/ Fork Mounted Fairing - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Harley-Davidson Electra Glide FLHTP Police Motorcycle	$19,995.00	Yes

204. Base Model Price for **Harley-Davidson Rescue Electra Glide FLHTP Police Motorcycle** w/ Fork Mounted Fairing - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Harley-Davidson Rescue Electra Glide FLHTP Police Motorcycle	$19,995.00	Yes

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205. Base Model Price for **Harley-Davidson Rescue Road King FLHTP Police Motorcycle** w/ Fork Mounted Fairing - 1868 cc OHV 114 CID, six speed transmission, wet 10 Plate Hydraulic Clutch, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Harley-Davidson Rescue Road King FLHTP Police Motorcycle	$19,495.00	Yes

206. Base Model Price for **Honda ST1300 PA Police Motorcycle** - 1261 cc DOHC 90 V4 engine, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

207. Base Model Price for **Honda Gold Wing GL1800B Police Motorcycle** - 1833 cc, Horizontally opposed six (6) cylinder,Six speed transmission, ABS braking, Slipper clutch, Cruise control, radar and traffic capable, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

208. Base Model Price for **Yamaha FJR1300 Police Motorcycle** – 1298 cc, liquid -cooled, DOHC inline 4-cylinder, 16 valveengine, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

209. 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 (Police Motorcycles).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
LHD Longhorn Harley-Davidson	LHD Longhorn Harley-Davidson price list	10%	Yes
BMG Xtreme Sports (Jimenez Motorsports, LLC)	BMG Xtreme Sports price list	3%	Yes

210. 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 (Police Motorcycles).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
LHD Longhorn Harley-Davidson	LHD Longhorn Harley-Davidson price list	20%	Yes
Texas Highway Products, LTD	Texas Highway Products price list	3%	No
BMG Xtreme Sports (Jimenez Motorsports, LLC)	BMG Xtreme Sports price list	2%	Yes

211. Discount (%) off **Original Equipment Manufacturer (OEM) Parts** (Police Motorcycles).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
LHD Longhorn Harley-Davidson	LHD Longhorn Harley-Davidson price list	10%	Yes
BMG Xtreme Sports (Jimenez Motorsports, LLC)	BMG Xtreme Sports price list	5%	Yes
Wood Alternator and Starter Service	Wood Alternator and Starter Service price list	0%	No

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212. Discount (%) off **Extended Service Maintenance Agreements** (Police Motorcycles).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
LHD Longhorn Harley-Davidson	LHD Longhorn Harley-Davidson price list	10%	Yes

213. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles) (Police Motorcycles).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
LHD Longhorn Harley-Davidson	LHD Longhorn Harley-Davidson price list	10%	Yes
BMG Xtreme Sports (Jimenez Motorsports, LLC)	BMG Xtreme Sports price list	0%	Yes

214. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Police Motorcycles).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Police Motorcycles)	$120.00	Yes
BMG Xtreme Sports (Jimenez Motorsports, LLC)	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Police Motorcycles)	$145.00	Yes

215. **Not to Exceed** hourly labor rate for Paint and Body Repair (Police Motorcycles).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Not to Exceed hourly labor rate for Paint and Body Repair (Police Motorcycles)	$120.00	Yes
BMG Xtreme Sports (Jimenez Motorsports, LLC)	Not to Exceed hourly labor rate for Paint and Body Repair (Police Motorcycles)	$145.00	Yes

216. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Police Motorcycles).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Police Motorcycles)	$2.00	Yes
BMG Xtreme Sports (Jimenez Motorsports, LLC)	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Police Motorcycles)	$2.00	Yes

217. Base Model Price for **Toyota Camry Sedan** - LE Model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Camry Sedan	$28,620.00	Yes

218. Base Model Price for **Toyota Camry Hybrid Sedan** - LE model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Camry Hybrid Sedan	$31,155.00	Yes

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219. Base Model Price for **Toyota Corolla Sedan** - LE Model, 1.8L, CVT transmission, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Corolla Sedan	$23,080.00	Yes

220. Base Model Price for **Toyota Corolla Sedan Hybrid** - LE Model, 1.8L, CVT transmission, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Corolla Sedan Hybrid	$24,460.00	Yes

221. Base Model Price for **Toyota Crown** - XLE Model, 2.5L Inline 4-Cylinder or Hybrid MAX complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Crown	$42,150.00	Yes

222. Base Model Price for **Toyota Prius Hybrid Hatchback** - LE model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Prius Hybrid Hatchback	$28,840.00	Yes

223. Base Model Price for **Toyota Prius C Hybrid Hatchback** - L Model 5-door, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
No Response			

224. Base Model Price for **Toyota Tundra Truck** - Extended cab, 5.7L V8, 6-speed automatic, complete with allmanufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Tundra Truck	$42,195.00	Yes

225. Base Model Price for **Toyota Tacoma Pickup Truck** - Extended cab, SR model, 4x2, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Tacoma Pickup Truck	$32,100.00	Yes

226. Base Model Price for **Toyota RAV4 Sport Utility** - LE model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota RAV4 Sport Utility	$29,975.00	Yes

227.Base Model Price for **Toyota RAV4 Hybrid Sport Utility** - LE model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota RAV4 Hybrid Sport Utility	$32,970.00	Yes

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228. Base Model Price for **Toyota Highlander** - LE model, 2.7L I4 complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Highlander	$41,520.00	Yes

229. Base Model Price for **Toyota Highlander Hybrid** - LE model V6 complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Highlander Hybrid	$43,070.00	Yes

230. Base Model Price for **Toyota 4Runner** - Base model 4x2 SR5 V6 complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota 4Runner	$42,655.00	Yes

231. Base Model Price for **Toyota Sequoia Sport Utility** - SR5 Model, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Sequoia Sport Utility	$62,675.00	Yes

232. Base Model Price for **Toyota Sienna Passenger Van** - LE Model complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Toyota Sienna Passenger Van	$38,585.00	Yes

233. 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 (Toyota).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Silsbee Toyota	Silsbee Toyota price list	5%	Yes

234. 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 (Toyota).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
General Truck Body	General Truck Body price list	7%	Yes
Silsbee Toyota	Silsbee Toyota price list	5%	Yes
Texas Highway Products, LTD	Texas Highway Products price list	3%	No
DPF Alternatives	DPF Alternaives price list	0%	No

The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services No. 724-23

235. Discount (%) off **Original Equipment Manufacturer (OEM) Parts** (Toyota).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Silsbee Toyota	Silsbee Toyota price list	5%	Yes
Wood Alternator and Starter Service	Wood Alternator and Starter Service price list	0%	No

236. Discount (%) off **Extended Service Maintenance Agreements** (Toyota).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Silsbee Toyota	Silsbee Toyota price list	5%	Yes

237. Discount (%) off **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles) (Toyota).

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Silsbee Toyota	Silsbee Toyota price list	1%	Yes

238. **Not to Exceed** hourly labor rate for Vehicle Installation and or Repair Service (Toyota).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Toyota)	$90.00	Yes
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Toyota)	$100.00	Yes
DPF Alternatives	Not to Exceed hourly labor rate for Vehicle Installation and or Repair Service (Toyota)	$0.00	No

239. **Not to Exceed** hourly labor rate for Paint and Body Repair (Toyota).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Not to Exceed hourly labor rate for Paint and Body Repair (Toyota)	$2.00	Yes
Cap-A-Bus, Inc.	Not to Exceed hourly labor rate for Paint and Body Repair (Toyota)	$100.00	Yes

240. **Not to Exceed** per mile delivery fee for Vehicles, Trucks, or Motorcycles (Toyota).

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Silsbee Toyota	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Toyota)	$2.00	Yes
Cap-A-Bus, Inc.	Not to Exceed per mile delivery fee for Vehicles, Trucks, or Motorcycles (Toyota)	$100.00	Yes

The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services No. 724-23

241. Base Model Price for **Ford E-Transit Cargo Van (Addendum No. 1)** - Transit Cargo Van, 9500lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford E-Transit Cargo Van	$42,200.00	Yes
Chastang Enterprises, Inc.	Ford E-Transit Cargo Van	$46,197.00	Yes
Sam Packs Five Star Ford	Ford E-Transit Cargo Van	$46,292.00	Yes
Randall Reed's Prestige Ford	Ford E-Transit Cargo Van	$47,975.00	No
Rush Truck Center - Austin	Ford E-Transit Cargo Van	$48,360.00	No
Silsbee Ford	Ford E-Transit Cargo Van	$48,496.00	No
Creative Bus Sales	Ford E-Transit Cargo Van	$71,541.00	No

242. Base Model Price for **Ford E-Transit Cutaway Van (Addendum No. 1)** - Transit Cutaway Van, 9500lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford E-Transit Cutaway Van	$38,700.00	Yes
Chastang Enterprises, Inc.	Ford E-Transit Cutaway Van	$38,798.00	Yes
Sam Packs Five Star Ford	Ford E-Transit Cutaway Van	$42,401.00	Yes
Randall Reed's Prestige Ford	Ford E-Transit Cutaway Van	$43,860.00	No
Silsbee Ford	Ford E-Transit Cutaway Van	$44,606.00	No
Rush Truck Center - Austin	Ford E-Transit Cutaway Van	$45,360.00	No

243. Base Model Price for **Ford E-Transit Chassis Cab Van (Addendum No. 1)** - Transit Chassis Cab Van, 9500lbs GVWR, complete with all manufacturer's standard equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
Rockdale Country Ford	Ford E-Transit Chassis Cab Van	$38,900.00	Yes
Chastang Enterprises, Inc.	Ford E-Transit Chassis Cab Van	$38,993.00	Yes
Sam Packs Five Star Ford	Ford E-Transit Chassis Cab Van	$42,887.00	Yes
Randall Reed's Prestige Ford	Ford E-Transit Chassis Cab Van	$44,350.00	No
Silsbee Ford	Ford E-Transit Chassis Cab Van	$45,092.00	No
Rush Truck Center - Austin	Ford E-Transit Chassis Cab Van	$45,845.00	No

The Local Government Purchasing Cooperative

For the Period 12/01/2023 to 11/30/2024

Final Catalog Award Report for Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Repair Services No. 724-23

244. Base Model Price for **Harley-Davidson Road Glide Police Motorcycle (Addendum No. 1)** – Milwaukee-Eight 114 engine, Mechanical adjustable actuation Clutch, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Harley-Davidson Road Glide Police Motorcycle	$20,995.00	Yes

245. Base Model Price for **Harley-Davidson Pan America 1250 Police Motorcycle (Addendum No. 1)** – 60° V-Twin VVT engine, 1251cc displacement, 150HP at 9,000RPM, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Harley-Davidson Pan America 1250 Police Motorcycle	$18,995.00	Yes

246. Base Model Price for **Harley-Davidson Pan America 1250 Special Police Motorcycle (Addendum No. 1)** – 60° V-Twin VVT engine,1251cc displacement, 150HP at 9,000RPM, equipped with standard police equipment.

Vendor Name	Vendor Brand and Model Number	Bid Price	Award
LHD Longhorn Harley-Davidson	Harley-Davidson Pan America 1250 Special Police Motorcycle	$21,695.00	Yes

EXHIBIT B

BuyBoard
National Purchasing Cooperative

October 10, 2023

Sent Via Email: averyt@caldwellcountry.com

AVERYT KNAPP
Caldwell Country Chevrolet (Caldwell Automotive Partners)
PO BOX 27
CALDWELL, TX 77836

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 724-23, Vehicles, Police Motorcycles, Trucks, Parts, and Maintenance Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 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. 724-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

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

A list of National Cooperative members is available on the buyboard.com website. 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

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com

EXHIBIT C

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD 724-23

End User: Waller County
Caldwell Rep: JAKE SCHOBINGER QT# JS8224-3
Contact: Brooke Bacuetes
Phone: 979.429.8847
Phone/email: B.bacuetes@wallercounty.us
Date: Friday, August 2, 2024
Product Description: 2024 CHEVROLET TAHOE PPV 2WD
email: jake@usaautomotivepartners.com

A. Bid Series: _____ **A. Base Price:** $ 39,550.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
GAZ	WHITE	INCL	RC1	SKID PLATES	INCL
L84	ENGINE, 5.3L ECOTEC3 V8 GAS	INCL	VK3	FRONT LICENSE PLATE BRKT	INCL
MHU	TRANSMISSION, 10 SPEED AUTO	INCL	KX4	ALTERNATOR, 250 AMPS	INCL
C6C	GVWR, 7400 LBS	INCL	J55	HEAVY DUTY BRAKING SYSTEM	INCL
GU5	REAR AXEL, 3.23 RATIO	INCL	7X3	LH SPOT LIGHT	INCL
PXT	WHEELS, 20" X 9" BLACK STEEL	INCL		DEEP TINTED GLASS	INCL
XCS	TIRES, 275/55R20 FIREHAWK PURSUIT	INCL		BLACK RUBBER VINYL FLOOR	INCL
AZ3	SEATS, 40/20/40 SPLIT BENCH	INCL		CRUISE CONTROL	INCL
H1T	JET BLACK CLOTH SEAT TRIM	INCL		POWER WINDOWS	INCL
IOR	CHEVY INFOTAINMENT 3 SYSTEM	INCL		POWER LOCKS	INCL
AMF	REMOTE KEYLESS ENTRY PKG	INCL		REAR WINDOW DEFOGGER	INCL
				Total of B. Published Options:	**$ 12,850.00**

C. Unpublished Options [Itemize each below, not to exceed 25%]

Disclaimer	Unpublished Options	Bid Price
PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEGDE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. *(CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)*	Stock Unit - RR257661	COLOR / DELIVERY
	Total of C. Unpublished Options:	

D.	**Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:**	$ -
E.	**UPFITTERS:**	
F.	**Manufacturer Destination/Delivery:**	
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ -
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ -
I.	**Contract Price Adjustment:** _____	$ -
J.	**Additional Delivery Charge:** 0 **miles**	$ -
K.	**Subtotal:**	$ 52,400.00
L.	**Quantity Ordered** 1 **x K =**	$ 52,400.00
M.	**Trade in:** _____	
N.	**BUYBOARD FEE PER PURCHASE ORDER**	$ 400.00
O.	**TOTAL PURCHASE PRICE WITH BUYBOARD FEE** ***(PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE)***	$ 52,800.00

PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WALLER COUNTY
Contact: BROOKE BACUETES
Email: B.BACUETES@WALLERCOUNTY.US
Product Description: FORD F150 CREW CAB

Prepared by: ALEX DRABANT
Phone: 210.379.8402
Email: ALEXD@SILSBEEFLEET.COM
Date: August 5, 2024

A. **Bid Item:** W1K UPGRADE — **A. Base Price:** $ 43,995.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1E	2023 FORD F150 CREW CAB 4X4 5.5' 145 W	$ -	53A	TRAILER TOW PACKAGE	$ 1,325.00
995	5.0L V8	$ 2,335.00	655	EXTENDED RANGE FUEL TANK	$ 445.00
44G	10 SPEED TRANS	$ -	942	DAYTIME RUNNING LIGHTS	$ 45.00
18B	BLACK PLATFORM RUNNING BOARDS	$ 250.00			
T7C	17' ALL TERRAIN TIRES	$ 295.00			
XL6	3.73 ELECTRONIC LOCKING REAR AXLE	$ 570.00			
168	COLOR COORDINATED CARPET	$ 145.00			
413	SKID PLATES	$ 160.00			

Total of B. Published Options: $ 5,570.00

Published Option Discount (5%) $ (278.50)

C. **Unpublished Options [not to exceed 25%]** $= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR COLOR- WHITE	
		INTERIOR: CLOTH 40/ 20 /40	

Total of C. Unpublished Options: $ -

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ 350.00

F. **Contract Price Adjustment:** 2023 PRICE MATCH $ (3,000.00)

G. **Additional Delivery Charge:** 135 $ 236.25

H. **Subtotal:** $ 46,872.75

I. **Quantity Ordered** 1 x H = $ 46,872.75

J. **Trade in:** $ -

K.

L. **Total Purchase Price** $ 46,872.75

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BY AND BETWEEN THE COUNTY OF WALLER, TEXAS AND SILSBEE FORD INC. FOR A VEHICLE FOR CONSTABLE, PRECINCT 4

This Agreement for a vehicle for Constable, Precinct 4 is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and Silsbee Ford Inc. ("Dealer"), a Texas incorporated business, (collectively "Parties").

WHEREAS, County seeks to purchase a vehicle to add to its existing vehicle fleet for Constable, Precinct 4's Office;

WHEREAS, County intends to purchase one (1) White 2023 Ford F150 Crew Cab 4x4 from Dealer pursuant to Dealer's Vendor Agreement with The Interlocal Purchasing System (TIPS) government cooperative purchasing program pursuant to its awarded contract under TIPS RFP 210907 Automobiles;

WHEREAS, the County and Dealer have the intent to comply with all applicable laws relative to performance of the Contract, especially applicable federal provisions required of all purchases made utilizing the America Rescue Plan Act (ARPA);

WHEREAS, the County and Dealer desire to enter into this Contract to clarify and make explicit the rights, duties, and responsibilities between the Parties as an eligible expenditure under the ARPA; and

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further agree as follows:

1. **Description of Work.** The Dealer shall provide the County with the vehicle and warranty (hereinafter referred to as "Goods and Services") in the manner set forth in Dealer's quote remitted to the County on Monday, August 5, 2024 which contained requested vehicle specifications as defined herein as "Scope." Dealer shall provide the Goods and Services upon the terms and conditions set forth in the Contract Documents, hereinafter defined, and shall furnish all personnel, labor, equipment, supplies, deliverables, and all other items necessary to provide all of the work as specified by the terms and conditions of the Contract Documents. Dealer will provide the Goods and Services with the degree of skill and diligence normally practiced by contractors performing the same or similar services, and Dealer makes the same guarantee with regard to performance for any and all subcontractors completing Services under this Contract.

A. The Goods and Services are to be performed in a good and workmanlike manner and shall conform in every respect to the following, collectively, the "Contract Documents":

i. This Contract;

ii. TIPS Vendor Agreement ("Vendor Agreement") with Dealer, attached hereto as Exhibit A and incorporated herein for all purposes;

iii. Dealer's Response to TIPS RFP 210907 Automobiles ("Proposal"), attached hereto as Exhibit B and incorporated herein for all purposes; and

iv. Dealer's Quote provided to the County on Monday, August 5, 2024 pursuant to Dealer's executed TIPS Vendor Agreement, attached hereto as Exhibit C.

B. All of the documents referred to in Subsection A of this Section 1, above, are incorporated by reference and made a part of this Contract for all purposes as though each were written word for word in this Contract; provided, however, that in case of a conflict in the language of the RFP, the Proposal, and this Contract, the terms and conditions of this Contract shall control, and then the Vendor Agreement, and then the Proposal in that order, and are final and binding on both Parties. Dealer and County further agree that should any dispute or questions arise respecting the true construction or meaning of any of these documents, the true meaning shall be decided by the County and such decision shall be binding and conclusive upon Dealer.

Scope. The Dealer shall furnish one (1) White 2023 Ford F150 Crew Cab 4x4 for a total purchase price of $46,872.75.

Beginning Operations

Dealer noted that "vehicle will be available for delivery within two (2) to four (4) weeks." Accordingly, Dealer shall coordinate with the designated County representative, Constable, Precinct 4 Joel Trimm, as it pertains to delivery once the purchase is authorized by Waller County Commissioners' Court.

2. **Inspection of Sites and Coordination.** Dealer represents that, prior to submitting its Proposal and executing this Contract, Dealer became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All Goods and Services under this Contract shall be coordinated under, and performed to the satisfaction of Constable, Precinct 4 Joel Trimm.

3. **Payment.** In exchange for those Goods and Services requested by the County under the Contract Documents, the County agrees to pay Dealer for goods and services at the price listed in Exhibit C, according to the terms and conditions of this Contract for the rendering of goods and services. The County shall pay all valid invoices within 30 days of delivery and acceptance of the vehicle to the requested County delivery site. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.

4. **Term and Termination.** The Contract shall commence on the Effective Date, defined as the date of the last signature affixed hereto, and continue in full force and effect until termination in accordance with its provisions. Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. All expenses occurring after the date of termination shall be the responsibility of Dealer. As an ARPA-funded project, any

contract for the Goods and Services set forth herein must be executed no later than December 31, 2024.

The County reserves the right to terminate the contract immediately if the Dealer fails to (1) meet delivery or completion schedules, or (2) otherwise perform in accordance with the Contract Documents.

The County reserves the right to immediately terminate the Contract if Dealer becomes insolvent or commits acts of bankruptcy.

The County may terminate this contract for cause or convenience by providing 30 days written notice to the Dealer. The notice must state the reasons for such termination. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address identified herein. The Contract will continue in force during the 30 day notice period. The County shall compensate Dealer in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, provided that Constable, Precinct 4 inspects and accepts the goods and services performed by Dealer. Dealer shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate.

5. **Permits; Compliance with Laws and Regulations.** Dealer shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the Goods and Services prior to commencing the Contract. Dealer shall perform its obligations pursuant to this Contract in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the Services to be performed pursuant to this Contract. Dealer acknowledges intended compliance with provisions applicable to expenditures of federal funds and warrants to reimburse the County for any claw back of federal funds due to non-compliance of the provisions applicable to expenditures of federal funds which Dealer agrees to comply with pursuant to execution of the County's Required Forms Packet attached to this Contract as Exhibit D.

6. **Independent Contractor.** Dealer's status shall be that of an independent contractor and not an agent, servant, employee, or representative of the County in the performance of the Goods and Services. Dealer shall exercise independent judgment in performing under this Contract, and in cooperation with the Constable, Precinct 4, is solely responsible for determining how performance under the Contract will be satisfied. No term or provision of this Contract or act of the Dealer in the performance of this Contract shall be construed as making Dealer the agent, servant, or employee of the County.

7. INDEMNITY. CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR

UNDER THIS CONTRACT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS CONTRACT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND KNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8. **Jurisdiction and Venue.** This Contract is made and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court actions brought directly or indirectly by reason of this contract shall be in Waller County, Texas.

This contract is made and is to be performed in Waller County, Texas.

9. Assignment. Dealer shall not sell, assign, transfer, or convey this Contract, in whole or in part, without the prior written consent of the County. As an express condition of consent to any assignment, Dealer shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

10. Right of Review and Audit. County may review any and all of the Goods and Services performed by Dealer under this Contract. County is granted the right to audit, at County's election, all of Dealer's records and billings relating to the performance of this Contract as may be reasonably necessary for County to confirm its payment obligations under this Contract. Dealer agrees to retain such records for a minimum of five (5) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by an audit under this section.

11. No Waiver. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

12. Legal Construction. If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

13. Entire Agreement. This Contract, together with all Exhibits incorporated herein, embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract. The Contract may not be modified, altered, or amended except by written instrument duly executed by both parties.

14. Titles Not Restrictive. The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

15. Tax Exempt. The County is a tax-exempt organization. If Dealer makes purchase under this Contract that will be billed to the County, the County will not reimburse Dealer of taxes from which it is exempt. The County can provide tax exempt paperwork upon request.

16. Other Expenses. Except as otherwise expressly set forth in this Contract and the Contract Documents, each of the parties will bear its own expenses in connection with the performance contemplated by this Contract and the Contract Documents.

17. No Arbitration. The County does not agree to arbitration.

18. Waiver of Subrogation. Contractor and Dealer's insurance carrier waive any and all rights whatsoever with regard to subrogation against Waller County as an indirect party to any suit arising out of personal or property damages resulting from Dealer's, its employees', or subcontractors' performance under this Contract.

19. No Third-Party Beneficiaries. This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

20. Amendments. All amendments and additions to this Contract or its Exhibits and Contract Documents must be approved by Dealer and the Waller County Commissioners Court.

21. Authority to Sign. Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

22. Confidentiality. The County is bound by the Public Information Act and other laws concerning government records. Dealer shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify Dealer if any such information is requested in a public information request, subpoena, or other method so Dealer may argue against the release of such information.

23. Notices. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed communicated as of three (3) days after mailing. Any notice or certification to be provided pursuant to this Contract shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Attn: County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

To Contractor:

Attn: Fleet Sales
1211 US HWY 96 N
Silsbee, TX 77656

COUNTY

Carbett "Trey" J. Duhon III
County Judge

Date: 8/23/24

DEALER

HEATH DONALSON
Fleet Sales/ General Manager

Date: 8/21/2024

EXHIBIT A

TIPS VENDOR AGREEMENT

Between SILSBEE FORD INC **and**

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),

a Department of Texas Education Service Center Region 8 for

TIPS RFP 210907 Automobiles

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation
Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.
Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.
Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.
No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments
The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices
Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments
The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing
Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor
The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor
Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity
The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death),

property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax
By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous
The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation
If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only
TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures
Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from

the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing
Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements
The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause
All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations
It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights
Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective

date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement
TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement
Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements
If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation
The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES
THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS
Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	$1,000,000 each Occurrence/ Aggregate
Automobile Liability	$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation**: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products**: If product is not expected to ship within the time provided to the TIPS

Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

TIPS REP 210907 AUTOMOBILES

Company Name SILSBEE FORD INC.

Address 1211 US HIGHWAY 96 NORTH

City SILSBEE State TX Zip 77656

Phone 512.4361313 Fax

Email of Authorized Representative SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Name of Authorized Representative SETH GAMBLIN

Title SALES

Signature of Authorized Representative SETHGAMBLIN

Date 10/15/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 10/29/2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210907 Addendum 2
SILSBEE FORD INC.
Supplier Response

Event Information

Number: 210907 Addendum 2
Title: Automobiles
Type: Request for Proposal
Issue Date: 9/2/2021
Deadline: 10/19/2021 03:00 PM (CT)
Notes: **If you already hold a contract that allows you to sell all your offerings, there may be no need to respond to this RFP.**
This may include new cars, trucks, vans, buses (other than school buses as defined by the USDOT or applicable state law, whichever is most restrictive), SUVs, ATVs, UTVs, motorcycles and parts and accessories and service.
Any type of motorized vehicle on or off road. New or used. New vehicles are priced at a minimum discount from Manufacturer's list price. Used vehicles must be priced based on your proposed coefficient or percentage of the book relative price against a published used vehicle pricing service that you select and agree to document. Example Blue book, Black book, NADA, etc. or other catalog that meets the definition of "catalog" published in the RFP. See additional information in the specifications.

Contact Information

Address: Region 8 Education Service Center

4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

SILSBEE FORD INC. Information

Contact: SETH GAMBLIN
Address: 1211 US HWY 96 NORTH
SILSBEE, TX 77656
Phone: (512) 436-1313
Fax: (409) 895-3884
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Web Address: silsbeefleetgroup.com

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

SETH GAMBLIN
Signature

SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Email

Submitted at 10/18/2021 3:13:02 PM

Supplier Note

THANK YOU!

Requested Attachments

Agreement Signature Form

210907 Agreement Signature Form SILSBEE FORD.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

210907 Pricing Form 2 (1) SILSBEE FORD.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

210907 Reference_Form SILSBEE FORD.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

Proposed Goods and Services Marketing statement Silsbee Fleet COMPANY SUMMARY.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL *No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty *No response*

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement 210907 Vendor Agreement SILSBEE FORD INC.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1 210907 Pricing Form 1 SILSBEE FORD.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary *No response*

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks *No response*

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION *No response*

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL *No response*

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form 210907 CONFIDENTIALITY CLAIM FORM SILSBEE FORD.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form silsbee ford w9 2021.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	**Yes - No** Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. NO
2	**Yes - No** Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/. Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. No
3	**Yes - No** The Vendor can provide services and/or products to all 50 US States? Yes
4	**States Served:** If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) *No response*
5	**Company and/or Product Description:** This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) SILSBEE FLEET GROUP (SILSBEE FORD, LAKE COUNTRY CHEVROLET, DODNALSON CDJR, SILSBEE TOYOTA)
6	**Primary Contact Name** Primary Contact Name SETH GAMBLIN
7	**Primary Contact Title** Primary Contact Title FLEET SALES
8	**Primary Contact Email** Primary Contact Email SGAMBLIN.SILSBEEFLEET@GMAIL.COM
9	**Primary Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 5124361313

10 **Primary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

11 **Primary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

12 **Secondary Contact Name**

Secondary Contact Name

SETH GAMBLIN

13 **Secondary Contact Title**

Secondary Contact Title

FLEET SALES

14 **Secondary Contact Email**

Secondary Contact Email

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

15 **Secondary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5124361313

16 **Secondary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

17 **Secondary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

18 **Admin Fee Contact Name**

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

SETH GAMBLIN

19 **Admin Fee Contact Email**

Admin Fee Contact Email

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

20 **Admin Fee Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5124361313

21 **Purchase Order Contact Name**

Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

SETH GAMBLIN

22 **Purchase Order Contact Email**

Purchase Order Contact Email

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

23 **Purchase Order Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5124361313

24 **Company Website**

Company Website (Format - www.company.com)

No response

25 **Entity D/B/A's and Assumed Names**

Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

1211 US HIGHWAY 96 N.

27 **Primary Address City**

Primary Address City

SILSBEE

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TEXAS

29 **Primary Address Zip**

Primary Address Zip

77656

30 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

AUTOMOBILE, TRUCK, CAR, VEHICLE

31 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

32 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

Yes

33 **Company Residence (City)**

Vendor's principal place of business is in the city of?

SILSBEE

34 **Company Residence (State)**

Vendor's principal place of business is in the state of?

TEXAS

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a ***MINIMUM*** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS ***MINIMUM*** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the ***MINIMUM*** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

0%

36 MINIMUM Discount Term

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

YES

37 Catalog or list pricing of vendor

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or Vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing Vendor may be applied.

Yes

38 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

39	**Yes - No** Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered. Agreed
40	**Additional Discounts?** Do you offer additional discounts to TIPS members for large order quantities or large scope of work? Yes
41	**Years in Business as Proposing Company** Years in business as proposing company? 18
42	**Resellers:** Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. (If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award). No
43	**Right of Refusal** The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.
44	**NON-COLLUSIVE BIDDING CERTIFICATE** By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

45 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

No

46 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No

47 **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

48 **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

No response

49 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

50 Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

51 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

52 **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)
email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☑ Yes, I certify (Yes)

53 **2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

54 **2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

55 **2 CFR PART 200 Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

56 **2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

57 **2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

Yes

58 **2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

Yes

59 **2 CFR PART 200 Procurement of Recovered Materials**

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 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

60 **2 CFR PART 200 Rights to Inventions**

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

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes

61 **2 CFR PART 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes

62 **2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

Yes

63 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

I HAVE NOT Lobbied per above

64 If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

65 Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

NO

66 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,
do you agree to comply with the following federal requirements?
Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

67 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from
indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as
ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for
any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently
performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on
behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in
the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to
indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated
damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified
with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree
to these terms?

☑ Yes, I Agree (Yes)

68 **Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue
and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution
of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived
under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any
issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a
prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee
equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and
will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if
signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

69 **Remedies Explanation of No Answer**

No response

70 **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

71 **Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

72 **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

73 **Infringement(s) Explanation of No Answer**

No response

74 **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

☑ Yes, I Agree (Yes)

75 **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

☑ Yes, I Agree (Yes)

76	**Insurance and Fingerprint Requirements Information** Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance. Fingerprint It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form. TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

77

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

78 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

79 **Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I swear and affirm that the above is true and correct.

YES

80 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

81 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

82 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

83 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

84 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

85 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), 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 of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "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." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

86 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

87 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.
Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

88 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

89 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

90 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.
Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

Agreed

91	**Indemnity Limitation with TIPS Members** Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ". **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
92	**Arbitration Clauses** Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS? Agreed
93	**Required Vendor Sales Reporting** By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.
94	**Upload of Current W-9 Required** Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.
95	**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)** **By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:** If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action 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)." *See* Tex. Gov't Code § 809.001(1).

96 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) 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; (2) 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 (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. *See* Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) 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 (2) 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 to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or 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." *See* Tex. Gov't Code § 2274.001(3) of SB 19.

97 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including 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 (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

References **TIPS RFP 210907 AUTOMOBILES**

SILSBEE FORD INC

DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT.

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required.
DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID TYPED EMAIL IS REQUIRED	Phone
TEXAS PARKS AND WILDLIFE	JOHN WYATT	JOHN.WYATT@TPWD.TEXAS.GOV	512.389.4964
HARRIS COUNTY	SYD SEXTON	SYD.SEXTON@HARRIS.CO.TX.GOV	713.755.5362
FORD MOTOR COMPANY	CRAIG FETTY	CRAIG.FETTY@FORD.COM	303.522.5753

TIPS RFP # 210907

Required Confidential Information Status Form

SILSBEE FORD INC

Name of company

SETH GAMBLIN, FLEET SALES

Printed Name and Title of authorized company officer declaring below the confidential status of material

1211 US HIGHWAY 96 N.	SILSBEE	TX	77656	512.436.1313
Address	**City**	**State**	**ZIP**	**Phone**

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and *DO NOT* desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF 0 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

---------- **OR** ----------

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature SETHGAMBLIN Date 10/15/21

EXHIBIT B

Supplier Participation

210907 Addendum 2

Automobiles

Issue Date: 9/2/2021
Response Deadline: 10/19/2021 03:00 PM (CT)

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Participation Summary

Supplier	Email Status	Response Status
1A Smart Start, LLC		No Response
1st Ayd Corp (First Aid Corp)		No Response
A&A AUTO PARTS STORES INC. (Keystone Automotive Operations)		No Response
Abanty Systems LLC		No Response
Abanty Systems LLC (ENVIRONMENTAL MULTISERVICE CONTRACTING SOLUTIONS LLC)		No Response
Acme Auto Leasing LLC		Viewed
AdPro 360		No Response
Advanced Fleet Maintenance		No Response
AET Global Logistics LLC		No Response
Aimgraphics (American Installation and Management)		Viewed
Air Craft Mechanical		No Response
Alaron Supply Company, Inc. (Ludwick)		No Response
Alliance Bus Group		No Response
Alliance Construction Works (All Works Construction Corp)		No Response

ALL-START (ALL-START)	No Response
Alpha Auto Glass	No Response
Altsman Seal Coating, LLC	No Response
American Bus Sales LLC	Viewed
American Emergency Products (AEP) (American Emergency Products (AEP))	No Response
American Golf Cars (Omkara 2750)	No Response
AMERISA GLOBAL LOGISTICS LLC	No Response
Ancira Winton Chevrolet (Ancira Winton Chevrolet)	Viewed
AnyDesk Software (AnyDesk Software)	No Response
APPLE FARM SERVICE INC	No Response
Applied MSS (Applied Maintenance Supplies & Solutions)	No Response
Approved Purchasing, LLC	Viewed
Archangel Tablets LLC	No Response
Armour Wraps (Armour Wraps)	No Response
Armstrong Relocation	No Response
ARTEX TRUCK CENTER INC. (TEXAS TIMBERLINE)	Unsubmitted
ATLANTIC PETROLEUM (ATLANTIC PETROLEUM & MINERAL RESOURCES, INC)	No Response
ATS Logistics (ATS Logistics)	No Response
AttainIt (All Business Machines, Inc.)	No Response
ATViroTech Inc. (ATViroTech Inc.)	No Response
Atwood Distributing, L.P.	No Response
B&H Construction, LLC	No Response
Batteries Plus Bulbs #949 - Conroe (Fordfam Enterprises, LLC.)	No Response
Battery Solutions	No Response
BBVA Compass	No Response
BERT OGDEN BUICK GMC (BERT OGDEN MOTORS, INC.)	No Response
BERT OGDEN CADILLAC, INC.	No Response
BERT OGDEN CHEVROLET, INC.	No Response
BERT OGDEN CHRYSLER, DODGE, JEEP & RAM (BERT OGDEN HARLINGEN MOTORS, INC.)	No Response
BERT OGDEN ISUZU (BERT OGDEN MOTORS, INC.)	No Response

BERTOGDEN NISSAN (BERT OGDEN MCALLEN MOTORS, INC.)		No Response
Big Dog Logistics, LLP	Fail	No Response
BIG TEX XPRESS LLC (BIG TEX XPRESS LLC)		No Response
Bill Bunton Auto Supply (Bill Bunton Auto Supply)		No Response
Blue Star Bus Sales, Ltd.		No Response
Bob Moore Ford LLC		No Response
Bob Moore Ford LLC`		No Response
Boen/Kemp Construction (Boen/Kemp Construction)		No Response
Boggus Motor Sales II, LLC		No Response
BOSWELL ELLIFF FORD (LT BOSWELL LLC)		Submitted
BrandArmor™ (The Color Spot)		No Response
Brattain International Trucks, Inc.	Fail	No Response
Brazos Trailer Manufacturing LLC		No Response
Bruckner Truck Sales, Inc (Terry Ray Anderson)		No Response
BTE Body Company		No Response
BTG Products (Buffalo Technology Group, Ltd.)		No Response
Bus Service Inc.		No Response
Bus Usa (A2Z Limos 4 U Inc)		No Response
Butler County Educational Service Center		No Response
BYG INTERNATIONAL PARTS LLC		Viewed
BZ DEFENSE LLC		No Response
Cap-A-Bus, Inc.		No Response
Capital Filtrations Inc		No Response
Carpernter Bus Sales LLC		No Response
CASA FORD INC.		No Response
Casa Nissan (Casa Nissan INC)		No Response
City United Bus		No Response
Classic Chevrolet Sugar Land (Classic Chevrolet Sugar Land, LLC)		No Response
ClimaGuard		No Response
Climax Investors (Climax Investors)	Fail	No Response
Coach USA/ Kerrville Bus		No Response
COMPLETE RADIATOR & AC (COMPLETE RADIATOR & AC)		No Response

Conroy Tractor Inc	No Response
Contech Contractors Inc	No Response
Coppell Construction Co., Inc.	No Response
Core Products Co, Inc. (Core Products Co, Inc.)	No Response
Cornerstone Construction of Russellville, Inc.	No Response
Craig's Dirt Service	No Response
CraneWorks, Inc. (CraneWorks, Inc.)	No Response
Crimson Medical Solutions, LLC	Viewed
Crowley Government Services, Inc. (Crowley Government Services, Inc.)	No Response
Cruise Car, Inc.	No Response
Crystal Facility Solutions Inc	No Response
CTC Distributing, LTD	No Response
Custom Truck & Equipment, LLC (Custom Truck One Source, LP)	No Response
Cy-Fair Tire (Keilers Holdings, Inc.)	No Response
D&D Texas Outfitters (D&D Retail LLC)	No Response
D&M Leasing Company (Vehicle Leasing LP)	Viewed
Dal Kawa Hunter Power Sports (Hunter Power Sports LLC)	No Response
Dartco Transmission (Dartco Transmission Sales and Service, Inc.)	No Response
DashCo LLC	No Response
Datalink Networks	No Response
Dealers Auto Auction Group, LLC	No Response
Decoulant Inc	No Response
Deltek (Deltek)	No Response
Devin Spruill Enterprises (Devin Spruill Enterprises)	No Response
Dewey Moore Ford (Dewey Moore Ford)	No Response
DFW Communications Inc	No Response
DFW Hightech Signs (SEL Corporate Enterprises, Inc.)	Viewed
DGR United	No Response
Diamond-H Farm & Feed, LLC (Diamond-H Farm & Feed, LLC)	No Response
DONALSON CDJR, LLC	Submitted
Doral Digital Reprographics Corp	No Response
Double P Companies LLC	No Response

Dougan Environmental Control Inc.		No Response
Downtown Body Shop, Inc.		No Response
DRC Emergency Services, LLC		No Response
DVO-USA INC.		No Response
DYMEC (DYMEC)		No Response
E & J Auto Sales, Inc.		Submitted
Eagle Auto Glass (Fulghum Enterprise Inc)		No Response
EAST TEXAS MACK SALES LLC (EAST TEXAS MACK SALES LLC)		No Response
EAST TEXAS PROFESSIONAL CLEANING SERVICES		No Response
East Texas Truck Systems		No Response
Echo Transportation (Echo Tours and Charters)		No Response
EcoLite International, LLC		No Response
ED PAYNE MOTORS	Fail	No Response
Educators Depot Inc		Viewed
ElectroniXiQ Inc. (ElectroniXiQ Inc.)		No Response
Elliott Ford Lincoln (Cypress Ford Lincoln Mercury LP)		Unsubmitted
ElstonAire Inc. (ElstonAire Inc.)		No Response
Engineered Cooling Services		No Response
Enterprise Fleet Management Inc.		No Response
Equipment Technology Inc.		No Response
EV Charge Solutions (Moser Services Group, LLC)		No Response
Evans Mobile Detail		No Response
Exceed Staffing		No Response
Expedited Fleet Services (Reefer and Trailer Services LLC)		No Response
Express Crane & Rigging		No Response
Express Heavy Duty		No Response
Extreme Mobile Services Inc.		No Response
EZGO Division Of Textron Inc.		No Response
Fairway Equipment of Salado LLC		No Response
Farm and CIty Supply LLC (Farm and CIty Supply LLC)		No Response
Fastsigns College Station (KB & KB Enterprises)		No Response
Federal One Supplies LLC (Federal One Supplies LLC)		No Response

Federal Provider	No Response
Fiesta chevrolet, inc	No Response
Find Me A Van	No Response
FireWire Leds	No Response
Fleetpride Inc	No Response
Flores and Associates, LLC (Flores and Associates, LLC)	No Response
Forestry Supplier Inc	No Response
FORT BEND BATTERY GOLF CARS	Submitted
Four Stars Ford	No Response
Foxworth Capital, LLC DBA mySupplier (Foxworth Capital, LLC DBA mySupplier)	No Response
FREIGHTLINER OF AUSTIN (AUSTIN TRUCK & EQUIPMENT LTD)	No Response
FUEL INJECTION SERVICE (SOUTH TEXAS DIESEL SERVICE, INC)	No Bid
Fureigh Electric	No Response
GapVax, Inc.	No Response
GeoBasket LLC	No Response
Global Fuel Recovery	No Response
Globe Trailer Mfg, Inc.	Viewed
Gold Eagle Co	No Response
Goodson Golf & Utility Cars (GALG, LLC)	Viewed
GRAPEVINE DCJ, LLC (GRAPEVINE DCJ, LLC)	No Response
Gray Manufacturing Company, Inc.	No Response
Griffith Ford Seguin, LLC	No Response
Groves Industrial Supply	No Response
Gulf Coast Ford (Gulf Coast Ford, Ltd.)	No Response
H&B Industries Inc.	No Response
Hall Truck Center (Tyler Motor Company Inc)	No Response
Harbor Freight (Harbor Freight Tools USA, Inc.)	No Response
HCRX Solutions, LLC	No Response
HealthTransit (HealthTransit)	No Response
Heil of Texas (Texan Waste Equipment Inc.)	No Response
Helm Services LLC	Viewed
Henderson Canvas Products, Inc.	No Response

Herries Consulting		No Response
Hill Country Tractor, LLC		No Response
Hillhouse Power Solutions, Inc.		No Response
Hino Trucks (Hino Motors Sales U.S.A., Inc)		No Response
Hoffpauir Outdoor uperstore (Jim Hoffpauir Inc)		No Response
Honesty Construction Group (HCG Management LLC)		No Response
HopSkipDrive (HopSkipDrive, Inc.)		No Response
Hustler Turf Equipment, Inc (Inc)		No Response
IDG Services, Inc		No Response
IGIW Sales & Edu		No Response
iHeartMedia (iHeartMedia)		No Response
Imperial Supplies		No Response
Industrial Power Truck LLC (Industrial Power Truck and Equipment)		No Response
Intercon Environmental, Inc.		No Response
Interstate All Battery Center (AEM Environmental Technology)		No Response
Island Energy Inc. (Island Energy Inc.)		No Response
Jack Rabbit Off-Road (JRO, LLC)		No Response
James Hodge Motor Co. (James Hodge Motors, Inc)		No Response
Jayco Logistics LLC		No Response
Jim Bass Ford, Inc		No Response
JOHNSTON FORD, LP		Viewed
Kenworth of Louisiana (Kenworth of South Louisiana)	Fail	No Response
Kinloch Equipment & Supply, Inc		No Response
KMD Hospitality, LLC.		No Response
KPAUL		No Response
Kyrish Truck Center		No Response
L4 Construction & Manufacturing		No Response
Label Industries Inc. d/b/a National Tool Warehouse	Fail	No Response
Lacys Welding LLC		No Response
LAKE COUNTRY CHEVROLET INC		Submitted
Lawless Communications Group		No Response
LEDCO America (LEDCO America L.L.C.)		No Response

Lee Hoffpauir Chevrolet Buick (L Hoffpauir LLC)		No Response
Liftgator (Liftmasters LLC)		No Response
Livingston Energy Group, LLC		No Response
LMG Sales , Inc		No Response
Lonestar Truck Group Texarkana (Lonestar Freightliner Group, LLC)		No Response
Lous Cajun Creole		No Response
Lucid Concepts LLC		No Response
M&D Distributors (M&D Distributors)		Viewed
M&P Roofing LLC		No Response
M2 Federal Inc (M2 Federal Inc)		No Response
Mac Haik Ford Lincoln (Austin Mac Haik Ford Lincoln LTD)		No Response
Magnum Custom Trailers (Magnum Custom Trailer Mfg Co, Inc.)		No Response
Majestic AutoGroup		No Response
MANS DISTRIBUTORS	Warn	No Response
Matagorda Construction & Materials (K-C Lease Service, Inc.)		No Response
Materials Management Supply LLC (Materials Management Supply LLC)		No Response
Matgirl.com, LLC		No Response
McLarty Ford (THTS, Inc)		No Response
MCN Healthcare		No Response
Merchants Fleet Management (Merchants Automotive Group, Inc.)		No Response
Meripros		No Response
Metro Golf Cars, Inc.		No Response
Mico Industrial Corporation		No Response
Micro-blok Solutions		No Response
MobilityTRANS		No Response
Moore Chryster Dodge Jeep Ram		No Response
Moritz Chevrolet LTD (Moritz of Fort Worth)		No Response
Motion Industries		No Response
Mount Vernon Pecan Company		No Response
Murphy-Hoffman Company (Murphy-Hoffman Company)		No Response
Mvmt Logistics, LLC (Mvmt Logistics, LLC)		No Response
NAPA Auto Parts Albuquerque New Mexico (Genuine Parts Company)	Fail	No Response

NAPA Auto Parts-El Paso, TX (Genuine Parts Co.)	No Response
NAPA Mt Pleasant (Mount Pleasant Auto Parts, Inc.)	No Response
Nations Bus Sales	No Response
Nearpod Inc	No Bid
Nesco LLC	No Response
Nissan Of McKinney (NMVT Motors, LLC)	No Response
NovoTRAX (Blueberry Fun Inc. c/o NovoTRAX)	No Response
On-Target Supplies & Logistics	No Response
OPTICAL DISTRICT	No Response
Optima Graphix (Alejandra Zamaro)	No Response
Option 1 Logistics (TFAM Solutions LLC)	No Response
Outdoor Powersports	No Response
Overbilt Trailer Company	No Response
P3S Corporation	No Response
Pathway Energy Solutions (Pathway Energy Solutions, LLC)	No Response
Pegasus Enterprise Holdings, LLC (Pegasus Enterprise Holdings, LLC)	No Response
peltier chevrolet (peltier chevrolet)	No Response
PKJ INTERNATIONAL LLC (PKJ INTERNATIONAL LLC)	No Response
planet cellular Inc (planet cellular Inc)	No Response
Pliler International (Twin State Trucks Inc)	No Response
Prime Time Companies, PC	Viewed
Priority Resources & Solutions, LLC (Priority Resources & Solutions, LLC)	No Response
ProCon, LLC.	No Response
Professional Drivers (Customized Logistics Group LLC)	No Response
Professional Plastics Inc.	No Response
Propell (Propell)	No Response
Purpose Specialized Solutions, Inc.	No Response
Purpose Transportation LLC	No Response
PWXPress (PWXPress)	Viewed
R&L Glass Company	No Response
R.J. Carroll CO.	No Response
REAXIUM CLEAN AIR LLC	No Response

Redflex Traffic Systems, Inc.		No Response
Regency Staffing		No Response
rehobothg At Last. LLC (rehobothg At Last. LLC)		No Response
Reids Guns and More		No Response
Reliable Chevrolet		Viewed
Reliable Plant Maintenance Inc.		Viewed
Republic Battery LLC		No Response
REV Parts, LLC	Fail	No Response
Revitalize Charging Solutions, Inc.		Viewed
RFPGurus (RFPGurus)		No Response
RGV GUARDIAN ENTERPRISES, LLC		No Response
Rhodes & Lozier dba (East Texas Truck Systems)		No Response
Richmond Equipment (Jamie Crandall Equipment Corp.)		No Response
Right Choice Materials Company		No Response
RKI, INC. (RKI, Inc.)		No Response
Roberts Truck Center of Texas, LLC		No Response
Rose Truck Sales, Inc.		No Response
Royal Media Network Inc (Royal Media Network Inc)		No Response
RPM Auto Auction (RPM Auto Auction)		No Response
RUSH TRUCK CENTERS OF TEXAS, LP		No Response
Russell & Smith Ford Inc.		No Response
Ryder System, Inc.		No Response
S E C Contracting Inc. (Smith's Epoxy Coatings)		No Response
SafeRack LLC (Thompson)		No Response
Salone Capital LLC		No Response
Sams pack's five star ford		No Response
Sandlin Motors		No Response
Sarasota Fun Machines (Sarasota Fun Machines)		No Response
SCS, LLC (Sutton Construction Solutions, LLC)		Viewed
Service Power Equipment Co		No Response
SERVPRO Metro-Pittsburgh (MKS Services, Inc.)		No Response
Shamaley Ford		No Response

Shearbilt Enterprises, Inc		No Response
Shoppas Farm Supply Inc (Richard Potts)		No Response
SILSBEE FORD INC.		Submitted
SILSBEE TOYOTA		Submitted
Six and Mango Equipment Llp		No Response
SLD Group LLC (Stacy Dantzler)		No Response
Slim Pickins Outfitters (Slim Pickins Outfitters)		No Response
SMTA ENTERPRISES INC		No Response
SOS Collision Inc		Viewed
Soteryx Corporation		No Response
Southland Transportation Group (Southland International trucks)		No Response
Southwest EcoSolutions, LLC		No Response
SOUTHWEST FORD INC		No Response
Southwest International Trucks		No Response
SPECIALTY FLEET SALES & RENTALS		Viewed
SPRUILL HONDA KAWASAKI YAMAHA (DIXIE SPRUILL)		No Response
Stallion Oilfield Services, Ltd.		No Response
Stewart & Stevenson Power Products, LLC		No Response
sunbries llc		No Response
Sunrise Construction (Santa Fe Sunrise Construction)		No Response
Swept Away Janitorial LLC		Viewed
SwētSPOT LLC		No Response
Switch-N-Go (Deist Industries)		No Response
SWP Contracting & Paving (Stormwater Plans, LLC)		No Response
Synergy Fabrication, Inc.	Fail	No Response
TAG Grinding Services, Inc.		No Response
Tasacom Technologies Inc		No Response
TDCJ/Texas Correctional Industries		No Response
TEC Inc Tatum Excavating Company Inc		No Response
Telecom Marketing Network Consultants		No Response
Tellus Equipment Solutions, LLC		No Response
Texas Air Maintenance & Service, LLC		Viewed

Texas Country Ford		Viewed
Texas Discount Batteries		No Response
Texas Priority Three LLC		No Response
The Dallas Parts Distribution Center		No Response
The Green Group		No Response
The Liberty Group (Liberty Transportation & Storage, Co. Inc.)		No Response
The Murphy Contracting Company (The Murphy Contracting Company)		No Response
The Pathfinder Solutions Group, LLC		No Response
Tidal Wave Wash Supply Inc.		No Response
Tiger Manufacturing Company (Lee Dill, Inc)		No Response
tip top auto repair (huskisson)		No Response
Toyota of Bowling Green		No Response
Trailer Parts Unlimited, LLC		No Response
Transcare LLC		No Response
TransPar Group Inc		No Response
Transportant (Transportant)		No Response
Tranz Logistics LLC		No Response
Tri S Logistics LLC		No Response
True North Logistics, LLC (True North Logistics, LLC)		No Response
Upper Arlington City Schools		No Response
Utility Fleet Sales, Ltd		No Response
Uvalco Supply (UOCL Investments, LLC)		No Response
UVC CDE Sanitation Services LLC (Uvc CDE Technology LLC)		No Response
UVC POWERSPORTS TRACTORS & OUTDOORS (UV COUNTRY, INC)		No Response
UYL COLOR SUPPLY INC (UYL COLOR SUPPLY INC)		Viewed
Vanguard Truck Center of Austin (Tom Graddy Enterprises of Austin, LLC)	Warn	No Response
Vanguard Truck Center of Houston (Houston Mack Sales and Service Inc)	Fail	No Response
Vector Fleet Management	Fail	No Response
virus solution		No Response
Volvo & Mack Trucks of Waco (VED Heritage Properties, Ltd)		No Response
W E E Commerce Service		No Response
W.W. Grainger, Inc. (W.W. Grainger, Inc.)		No Response

Warren CAT		No Response
WARREN TRUCK AND TRAILER, LLC		No Response
Water Jack Pressure Wash LLC		No Response
WB Contracting Group,Inc.		No Response
Wells Truck and Trailer Repair		No Response
West-Mark (Certified Stainless Service, Inc.)		No Response
Westway Ford	Fail	No Response
Wildfire Truck & Equipment Sales		No Response
Wood Alternator and Starter Services (Homer J. Wood)		No Response
Worley Welding Works		No Response
Wright Way Transportation		No Response
WSP USA Solutions		No Response
WTKCC (Woods TurnKey Conglomerate Corporation)		No Response

Participant Detail

1A Smart Start, LLC

Address: 500 E Dallas Rd
Suite 100
Grapevine, TX 76051
(800) 880-3394

Response Status: No Response
Invitiation Date: 9/2/2021
Invitiation Emails: dmcdonald@smartstartinc.com

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

1st Ayd Corp (First Aid Corp)

Address: 1325 Gateway Drive
PO Box 5298
Elgin, IL 60124
(800) 422-3033

Response Status: No Response
Invitiation Date: 9/2/2021
Invitiation Emails: clafferty08@yahoo.com

Participation Type: Active Supplier
Email Status:
Invitiation Type: Automatic

A&A AUTO PARTS STORES INC. (Keystone Automotive Operations)

Address: 44 Tunkhannock Ave
Exeter, PA 18643
(800) 233-8321

Response Status: No Response
Invitiation Date: 9/2/2021
Invitiation Emails:

Participation Type: Active Supplier
Email Status:

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	Blackfish Solutions, LLC	Jon Hoflich	1577 C St Ste 300 Anchorage, AK 99501-5133
2	PRIME AIR CORP.	IRIS VINCENT	330 Jose A (Tony) Santana Ave Carolina, PR 00983-1531
3	Goldbelt Security LLC	Philip Clayton	603 Pilot House Dr Ste 400 Newport News, VA 23606-1904
4	Distributed Computing System Solutions Provider Inc. HunaTek Government Solutions	Mike Torres	13900 Lincoln Park Dr Ste 350A Herndon, VA 20171-3264
5	CONSTRUCTION PLUS, LLC CONSTRUCTION PLUS	Earl Logan Sr.	2326 FRONT ST MERIDIAN, MS 39301-5827
6	Extreme Tire & Service, Inc.	Ronnie Rachal	1301 W DAVE DUGAS RD Sulphur, LA 70665-8605
7	GSL Enterprises LLC	Sara Lang	4180 58th St S Fargo, ND 58104-4254
8	1st Choice Logistics LC Jaws Transportation	KATINA ALLEN	2797 Vollmer Loop American Falls, ID 83211-5309
9	Alutiiq Advanced Security Solutions, LLC	Kelly Frankford	3909 Arctic Blvd Ste 500 Anchorage, AK 99503-5793
10	Extreme Tactical, Inc. ETI	SHANE CORNELL	5692 JOHN GIVENS RD STE B Crestview, FL 32539-7018
11	Copper River Technologies, LLC	Bill Halladay	4501 Singer Ct Ste 310 Chantilly, VA 20151-1733
12	Bering Global Solutions, LLC	Richard Foster	3301 C Street, Suite 400 Anchorage, AK 99503-3958
13	BLACK & GOLD TECHNOLOGY LLC	KEIRAND Daniels	2439 Manhattan Blvd Suite 205 Harvey, LA 70058-5328
14	Blackfish LLC	George Bernardy	4501 Singer Ct Ste 300 Chantilly, VA 20151-1734
15	SENECA GLOBAL SERVICES, LLC	Matthew Jesinsky	1420 CENTRAL PARK BLVD STE 204 FREDERICKSBURG, VA 22401-4932
16	A-1 Anherma, LLC A1 ANHERMA	Andres Becerra	18851 NE 29th AVE Ste 700 Aventura, FL 33180-2845
17	Avidity Global LLC	Melissa Borchers	18851 NE 29th Ave Ste 700 Aventura, FL 33180-2845
18	Growth, Development Marketing, Incorporated GDMINC	GREG A Gates	5963 Freedom Dr Chino, CA 91710-7015
19	Guerrero Professional Services, Inc. DR. DIESEL TECHNOLOGIES	JORGE GUERRERO	41185 Golden Gate Circle Suite 203 Murrieta, CA 92562-6995
	DBISP, LLC		8857 Commerce Park Place, Suite D

20	dbFederal	John Miller	Indianapolis, IN 46268-3130
21	TSAY CORPORATION	DONN E. WIESE	HWY 68 N OF ESPANOLA SAN JUAN PUEBLO, NM 87566-0000
22	MIG GOV, LLC	Jose Gutierrez	545 S Birdneck Rd STE 202H Virginia Beach, VA 23451-5891
23	QA Engineering, LLC	Jon C Anthony	1409 Ortiz Dr SE Albuquerque, NM 87108-5577
24	3T Federal Solutions LLC	SANDEEP YADAV	6013 Techni Center Dr Ste B Austin, TX 78721-2337
25	SINEW MANAGEMENT GROUP, LLC	PHILLIP A FOX	1232 S PHILADELPHIA BLVD STE 100 ABERDEEN, MD 21001-3951
26	Universal Spartan, LLC	Alejandro Ramirez	89 Hill Ct Vine Grove, KY 40175-6162
27	Sinew Management Group LLC	Phillip A Fox	3949 Hwy 8 Ste 111 New Town, ND 58763-9567
28	H & L Environmental Services, LLC	Terry Collins	564 McArthur Rd Maxton, NC 28364-9318
29	Alutiiq Essential Services, LLC	John Monaccio	300 Alimaq Dr Kodiak, AK 99615-6713
30	ACCENTZ, INC. AMPLIDYNE	FARHA KHAN	6695 S QUEMOY CIR AURORA, CO 80016-2686
31	Bowhead Manufacturing Technologies, LLC	JESSY VASQUEZ	6564 Loisdale Ct Ste 900 Springfield, VA 22150-1822
32	Eagle Harbor Solutions, LLC	Miji Chung	3800 Centerpoint Dr Ste 502 Anchorage, AK 99503-5831
33	Copper River Technologies, LLC	William Halladay	1577 C ST STE 300 ANCHORAGE, AK 99501-5133
34	Shore Solutions, Inc.	Elizabeth V Banker	2506 Market St San Diego, CA 92102-3010
35	MIDSTATE INDUSTRIAL INC	ALFRED HARMON	209 FERGUSON ST WARNER ROBINS, GA 31093-1707
36	Tmpc Inc	Robert James	1228 E 7th Ave Ste 200 Tampa, FL 33605-3510
37	Genesis 360 LLC	Craig A Stevens	804 main st baton rouge, LA 70802-5528

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	Shore Solutions, Inc.	Elizabeth V Banker	2506 Market St San Diego, CA 92102-3010
2	INK SPOT GRAPHICS, INC.	Sasha Morrow	7129 N Boswell Rd Melbourne, AR 72556-9103
3	RACEME GROUP LTD.	Raman Sharma	323 East Main Street Stanley, VA 22851-4044

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	rigil corporation	Pankaj Sharma	4800 Westfields Blvd Ste 120 Chantilly, VA 20151-4232

RP

Rick Powell | 'jon.hoflich@blackfishsolutions.com'; 'iris.vincent@primeaircorp.com'; 'philip.clayton@goldbelt.com'; 'Mike.Torres@hunatek.com'; + 34 | 9/24/2021

Notice of Opportunity

Dear Vendor,

You were registered on the United States Small Business Administration website under one or more of the following NAICS Codes 336111, 423110, 441110 which include the topic of this Solicitation.

The Interlocal Purchasing System (TIPS) has available now, at the link below, Solicitation 210907 Automobiles. You are invited to participate.

https://tips.ionwave.net/CurrentSourcingEvents.aspx

Please note that there is no specific project to award. TIPS utilizes IDIQ Contracts, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides an indefinite quantity of supplies or services during a fixed period of time or for the life of the awarded agreement. This solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS Member entity needs the goods or services offered under the agreement.

NOTE: Due to very restrictive email filtering for our governmental entity and to ensure I have received your email, please send all email to me delivery receipt or read receipt requested. Thank you.

Regards,

Rick Powell
Attorney at Law
General Counsel/Procurement Compliance Officer
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg,TX,75686.
Telephone: (866) 839-8477
https://www.tips-usa.com/

No attorney /client relationship is created and no legal advice is provided via this email if the email is to anyone not a TIPS or ESC 8 employee or contracted worker of same. Emails to a TIPS or ESC 8 employee or contracted worker should be considered a privileged legal communications response unless determined by this attorney or a court of competent jurisdiction to the contrary.

"The noblest motive is the public good." -Virgil

Company Name	Contact Person	Mailing Address	City	State	Zip
ADVANTAGE SUPPLY	Carol Bane	PO BOX 100695,	FORT WORTH	TX	76185-
AGROLAND EQUIPMENT & SUPPLIES LLC	Cesar Moran	21732 STATE HIGHWAY 71 W,	SPICEWOOD	TX	78669-
AMAZING RVS, LLC	KEN BOGGS	8464 GULF FWY,	HOUSTON	TX	77017-
ANDY'S AUTO AIR & SUPPLIES, INC.	Owner/Robert Rosas	11901 SARA ROAD,	LAREDO	TX	78045
CLEBURNE FORD, INC.	Al Archer	3800 N MAIN ST,	CLEBURNE	TX	76033-
COMMERCIAL VEHICLE LEASING, L.LC.	Ed Cain	1400 W 7TH STREET,	FORT WORTH	TX	76102
DIXIE TIRE, INC.	President / Lupe Ostiguin Jr.	301 W WM J BRYAN PKWY,	BRYAN	TX	77803-

GOODSON SALES & LEASING	Lori Goodson	1804 FORT WORTH HWY,	WEATHERFORD	TX	76086
HOUSTON CHEM SAFE, INC. DBA HCS SUPPLIES	Mary Scaggs	11430 SLASH PINE PL,	THE WOODLANDS	TX	77380-
INTERSTATE MOBILITY, LLC	Kathy Douthit	3325 I-35 SOUTH,	WACO	TX	76706
K & S Platinum Solution	Kristin Spain	15644 Sweetpine Ln,	Roanoke	TX	76262-
LEONARD MOTORS, INC.	Linda Kay Leonard	1207 S COULTER DR,	BRYAN	TX	77803-
MALFUNCTION JUNCTION AUTOMOTIVE, LLC	Daniel Rodriguez	5712 STATE HIGHWAY 359,	ALICE	TX	78332-
MARINELAND OF WACO INC	Vice President/Ken Sorley	5098 S LOOP 340,	WACO	TX	76706
MAVICH, LLC	FAITH GORDON	525 COMMERCE ST,	SOUTHLAKE	TX	76092-

MCCOMBS HFC, LTD.	BRANDON COLE	755 E. MULBERRY AVE., SUITE 600,	SAN ANTONIO	TX	78212-
MDB CONSULTANT	MDB CONSULTANT	2913 85TH ST,	LUBBOCK	TX	79423-
METRO GOLF CARS, INC.	Sales Coordinator/Ben King	4063 SOUTH FWY,	FORT WORTH	TX	76110-
OB TRAFFIC	Chris Arredondo	PO BOX 3263,	SPRING	TX	77383-
ONE STOP TRUCK SERVICE INC.	Marci Millender Arellano	501 E HUITT LN,	EULESS	TX	76040-
S2 Rentals & Sales	Suzette Cole	1050 River Glen West,6339 FM 1102	San Antonio	TX	78216-
SWIFT INTERNATIONAL SERVICE GROUP, INC.	Arthur Thomas	6621 LONG POINT,	HOUSTON	TX	77055-

TEXAS TRANSMISSION & AUTOMOTIVE CENTER	Diana Villarreal	PO BOX 29900,	SAN ANTONIO	TX	78229-
THE PATHFINDER SOLUTIONS GROUP, LLC	David W Johnson	394 IRON HL,	NEW BRAUNFELS	TX	78132-
TYLER MOTOR COMPANY INC	Pam Hall	PO BOX 4905,	TYLER	TX	75712-
Texas Shield Public Safety, LLC	Matthew Garcia	134 Ash St,	Bastrop	TX	78602-
USAMEX ENERGY INC	Arn Ramirez	10004 WURZBACH RD # 364,	SAN ANTONIO	TX	78230-
UV COUNTRY, INC.	Shannon Tracy	PO BOX 2729,	ALVIN	TX	77512-
WICHITA FALLS FORD LINCOLN, INC.	jeff taylor	5401 KELL BLVD,	WICHITA FALLS	TX	76310-

WIDOWMAKERS LLC	Kenneth Lyons	6448 SIDE VIEW RD,SUITE B	SAN ANGELO	TX	76901-
XYPLES, LLC	Tochukwu Okonkwor	2603 HOLLIDAY ST,	PLAINVIEW	TX	79072-

RP

Rick Powell ● 'deals@advantagesupply.us'; ● 'Cesar@AgrolandEandS.com'; ● 'KEN@AMAZINGRVS.COM'; ● 'robert@andys-air.com'; ● 'aarcher@cleburneford.com'; + 26 9/24/2021

Notice of opportunity

Dear Vendor,

You were registered on the State of Texas CMBL website under one or more of the following NIGP codes which includes the topic of the following solicitation.

The Interlocal Purchasing System (TIPS) has available now, at the link below, 210907 Automobiles You are invited to participate.

https://tips.ionwave.net/CurrentSourcingEvents.aspx

Please note that there is no specific project to award. TIPS utilizes IDIQ Contracts, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides an indefinite quantity of supplies or services during a fixed period of time or for the life of the awarded agreement. This solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS Member entity needs the goods or services offered under the agreement.

NOTE: Due to very restrictive email filtering for our governmental entity and to ensure I have received your email, please send all email to me delivery receipt or read receipt requested. Thank you.

Regards,

Rick Powell
Attorney at Law
General Counsel/Procurement Compliance Officer
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg,TX,75686.
Telephone: (866) 839-8477
https://www.tips-usa.com/

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"The noblest motive is the public good." -Virgil

THE INTERLOCAL PURCHASING SYSTEM

A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states "No" to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is ***not EDGAR compliant***. If the website states "View Doc" to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor's compliance with 2 CFR 200 on the specified contract ***to the extent a cooperative can do so***, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations ("EDGAR"). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically "EDGAR." Each federal agency and its corresponding state "pass-through" agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of $250,000 and greater. (See below). ***This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.***

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over $250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor's offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 ("ARM Section 17"), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member's three quote process ***unless labeled with "No" as to EDGAR compliance***. See also ARM Section 17.84 addresses purchasing through a "Third Party Cooperative that does not follow USDA Procurement Regulations". This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 here.

If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions. For our Members' benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members' behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.

SAR01242020

EXHIBIT C

PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WALLER COUNTY
Contact: BROOKE BACUETES
Email: B.BACUETES@WALLERCOUNTY.US
Product Description: FORD F150 CREW CAB

Prepared by: ALEX DRABANT
Phone: 210.379.8402
Email: ALEXD@SILSBEEFLEET.COM
Date: August 5, 2024

A. **Bid Item:** W1K UPGRADE — **A. Base Price:** $ 43,995.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1E	2023 FORD F150 CREW CAB 4X4 5.5' 145 W	$ -	53A	TRAILER TOW PACKAGE	$ 1,325.00
995	5.0L V8	$ 2,335.00	655	EXTENDED RANGE FUEL TANK	$ 445.00
44G	10 SPEED TRANS	$ -	942	DAYTIME RUNNING LIGHTS	$ 45.00
18B	BLACK PLATFORM RUNNING BOARDS	$ 250.00			
T7C	17' ALL TERRAIN TIRES	$ 295.00			
XL6	3.73 ELECTRONIC LOCKING REAR AXLE	$ 570.00			
168	COLOR COORDINATED CARPET	$ 145.00			
413	SKID PLATES	$ 160.00			

Total of B. Published Options: $ 5,570.00

Published Option Discount (5%) $ (278.50)

C. **Unpublished Options [not to exceed 25%]** $= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR COLOR- WHITE	
		INTERIOR: CLOTH 40/ 20 /40	

Total of C. Unpublished Options: $ -

D.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**		$ -
E.	**Lot Insurance (for in-stock and/or equipped vehicles):**		$ 350.00
F.	**Contract Price Adjustment:**	2023 PRICE MATCH	$ (3,000.00)
G.	**Additional Delivery Charge:**	135	$ 236.25
H.	**Subtotal:**		$ 46,872.75
I.	**Quantity Ordered** 1 x H =		$ 46,872.75
J.	**Trade in:**		$ -
K.			
L.	**Total Purchase Price**		$ 46,872.75

EXHIBIT D

Required Forms
Purchase of One (1) White 2023 Ford F150 Crew Cab 4x4
Vehicle for Constable, Precinct 4
(Contract w/ Silsbee Ford Inc. #240821-53)

CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

NAME	SOCIAL SECURITY NUMBER
J. DREW DONALSON	TAX ID 76-0533144

Section 231.006, Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provision of Parts A and D of Title IV of the federal Social Security Act (42 USC Section 601417 and 651-669).

Heath Donalson — SILSBEE FORD INC

Signature – Company Official — Printed/Type Firm Name

HEATH DONALSON - General Manager — 08/20/2024

Printed/Typed Name and Title — Date

Required Forms
Purchase of One (1) White 2023 Ford F150 Crew Cab 4x4
Vehicle for Constable, Precinct 4
(Contract w/ Silsbee Ford Inc. #240821-53)

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

SILSBEE FORD INC
Company Name

08/20/2024
Date

Heath Donalson
Signature of Authorized Company Official

HEATH DONALSON
Printed Name

RESIDENT/NONRESIDENT CERTIFICATION

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

Please mark 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):

SILSBEE FORD INC
Company Name

1211 US HWY 96 N.
Address

SILSBEE
City

TEXAS 77656
State Zip Code

A. Does your resident state require a proposer whose principal place of business in is 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

Required Forms
Purchase of One (1) White 2023 Ford F150 Crew Cab 4x4
Vehicle for Constable, Precinct 4
(Contract w/ Silsbee Ford Inc. #240821-53)

B. What is the prescribed amount or percentage? $ 0 or 0 %

Required Forms
Purchase of One (1) White 2023 Ford F150 Crew Cab 4x4
Vehicle for Constable, Precinct 4
(Contract w/ Silsbee Ford Inc. #240821-53)

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

SILSBEE FORD INC.
Company Name

Signature of Authorized Company Official

HEATH DONALSON
Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.123. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

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

SILSBEE FORD INC.
Company Name

08/20/2024
Date

Signature of Authorized Company Official

HEATH DONALSON
Printed Name

Required Forms
Purchase of One (1) White 2023 Ford F150 Crew Cab 4x4
Vehicle for Constable, Precinct 4
(Contract w/ Silsbee Ford Inc. #240821-53)

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as Historically Underutilized Business (HUB) is encouraged to indicate its HUB certification status when responding to this RFP.

Please mark 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 Veteran Affairs or Department of Defense.)

Certification Number:

Name of Certifying Agency:

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

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

SILSBEE FORD INC.
Company Name

08/20/2024
Date

Heath Donalson
Signature of Authorized Company Official

HEATH DONALSON
Printed Name

Required Forms
Purchase of One (1) White 2023 Ford F150 Crew Cab 4x4
Vehicle for Constable, Precinct 4
(Contract w/ Silsbee Ford Inc. #240821-53)

DEVIATION AND COMPLIANCE

If your company intends to deviate from the Terms and Conditions, Specifications, or any other requirements contained in the RFP, you must identify on this form where the deviations are specified in your Proposal. Complete and detailed information regarding deviations must be clearly identified in your Proposal. The County 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 the identification on this form of deviations in your Proposal, your company must fully comply with the Terms and Conditions, Specifications, and all other requirements associated with this RFP if awarded a Contract under this RFP. A deviation will not be effective unless it is accepted by the County. The County 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 County reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please mark one of the following:

☒ Proposal contains NO deviations.

☐ Proposal CONTAINS deviations.

Specifically identify the location of any proposed deviations in your Proposal:

N/A

SILSBEE FORD INC.
Company Name

08/20/2024
Date

Heath Donalson
Signature of Authorized Company Official

HEATH DONALSON
Printed Name

Required Forms
Purchase of One (1) White 2023 Ford F150 Crew Cab 4x4
Vehicle for Constable, Precinct 4
(Contract w/ Silsbee Ford Inc. #240821-53)

PROPOSER'S BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the County. As such, a Proposer must be an individual or a legal business entity capable of entering into a binding contract. Proposers must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Company: SILSBEE FORD INC.

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☒ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify_____

State of Incorporation (if applicable): TEXAS

Federal Employer Identification Number: 76-0533144

List any other names the Company uses, or is known by (dba, aka, etc.): _____

_____

_____

SILSBEE FORD INC.
Company Name

08/20/2024
Date

Heath Donalson
Signature of Authorized Company Official

HEATH DONALSON
Printed Name

Required Forms
Purchase of One (1) White 2023 Ford F150 Crew Cab 4x4
Vehicle for Constable, Precinct 4
(Contract w/ Silsbee Ford Inc. #240821-53)

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, 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 energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" 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) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

SILSBEE FORD INC.
Company Name

08/20/2024
Date

Heath Donalson
Signature of Authorized Company Official

HEATH DONALSON
Printed Name

Required Forms
Purchase of One (1) White 2023 Ford F150 Crew Cab 4x4
Vehicle for Constable, Precinct 4
(Contract w/ Silsbee Ford Inc. #240821-53)

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) 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; (2) 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 (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) 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 (2) 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:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) 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.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

SILSBEE FORD INC.
Company Name

08/20/2024
Date

Heath Donalson
Signature of Authorized Company Official

HEATH DONALSON
Printed Name

Required Forms
Purchase of One (1) White 2023 Ford F150 Crew Cab 4x4
Vehicle for Constable, Precinct 4
(Contract w/ Silsbee Ford Inc. #240821-53)

CERTIFICATION ON INDEBTEDNESS TO COUNTY

Pursuant to Local Government Code 262.0276, and the Order Adopting Contracting Rules for Persons Indebted to County adopted on September 10, 2014, Waller County will not enter into any contract(s) with any person, business, or any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Waller County that is indebted to the County.

Please provide the following information:

Taxpayer Identification Number (TIN): 76-0533144

Waller County Property Accounts:

Real Estate N/A Personal Property N/A

Vendor hereby certifies that they do not owe a debt to Waller County, Texas.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

SILSBEE FORD INC.
Company Name

08/20/2024
Date

Signature of Authorized Company Official

HEATH DONALSON
Printed Name

AGREEMENT TO PROVIDE CERTIFICATE OF INSURANCE

I certify that certificates of insurance showing proof of coverages that meet the requirements outlined in this RFP shall be provided to Waller County within ten (10) calendar days of any Notice of Award.

SILBEE FORD INC
Company Name

08/20/2024
Date

Signature of Authorized Company Official

HEATH DONALSON
Printed Name

Required Forms
Purchase of One (1) White 2023 Ford F150 Crew Cab 4x4
Vehicle for Constable, Precinct 4
(Contract w/ Silsbee Ford Inc. #240821-53)

CERTIFICATE OF INTERESTED PARTIES TEXAS ETHICS COMMISSION (FORM 1295)

Texas Government Code §2252.908 requires that a business entity submit a disclosure of interested parties at the time it submits a signed contract to Waller County. This includes new, amended, extended, or renewed contracts that:

(1) Require an action or vote by the Commissioners Court before the contract may be signed;

(2) Have a value of at least $1 million; or

(3) Are for services that would require a person to register as a lobbyist under Texas Government Code Chapter 305.

A Proposer must:

(1) Go to: https://www.ethics.state.tx.us/filinginfo/1295/ and follow the instructions to submit an electronic filing application. If you already have an account then you may log in and proceed with the process.

(2) Complete and print a copy of the form which will contain a unique certification number.

(3) Have an authorized agent sign the printed copy of the form.

(4) Include the completed Form 1295 with your Proposal when it is submitted to Waller County. (Scanning and emailing this form is sufficient for renewals & maintenance of solicitations.)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

SILSBEE FORD INC

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

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

N/A

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

7 Heath Davis

Signature of vendor doing business with the governmental entity

08/20/2024

Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATION OF PROVISIONS APPLICABLE TO EXPENDITURES OF FEDERAL FUNDS

Waller County will specify in the RFP when it expects to fund a project partially or wholly with Federal grant money. If the project will be funded in whole or in part with Federal grant money, conditions/requirements apply in addition to the Terms and Conditions contained in the RFP. If there is a conflict between the Term and Conditions in the RFP and any of the conditions/requirements applicable to the expenditure of Federal funds, the Federal Funds conditions/requirements shall control.

1. Remedies for Vendor Breach/Contract Violations: 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 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Waller County addresses in its RFP Terms and Conditions the remedies available to it for a Vendor's breach, including section 2.67. The remedies included therein are in addition to any remedies that may be available either in law or equity. Vendor agrees to all of the violation and breach of contract terms provided in the RFP.

2. Termination for Cause/Convenience: Contracts in excess of $10,000 that are paid with Federal grant money, whether in whole or in part, may be terminated for cause and/or convenience by Waller County on ten (10) days' notice to the Vendor. If the Contract is terminated in accordance with this section, the County shall only be required to pay Vendor for goods and/or services rendered to the County prior to termination. If the Contract is terminated under this section, the County shall be allowed to return to Vendor any goods in accordance with Vendor's return policy. If the County has paid Vendor for goods and/or services that have not been delivered prior to termination under this section, Vendor shall immediately refund such payment(s). If the County agrees with Vendor in writing to an alternate provision for termination for cause and/or convenience, that agreement shall control.

3. Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all Waller County contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 are 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 County purchase or contract that meets the defition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act: Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, Vendor agrees that for all Waller County prime construction contracts in excess of $2,000 Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, 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, Vendors shall pay wages not less than once a week. Waller County has included a copy of the current prevailing wage determination issued by the Department of Labor with this RFP. Vendor agrees that for any purchase or Contract to which this provision applies, the award of the purchase or contract is conditioned on

Vendor's acceptance of the wage determination. Waller County shall report all suspected or reported violations to the Federal awarding agency. Vendor also agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Waller County shall report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all Waller County contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Vendor shall 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.

6. Rights to Inventions Made Under a Contract or Agreement: If Waller County'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 of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor agrees to comply with these requirements if applicable.

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

8. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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 Waller County if Vendor is later listed

on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

As applicable, Proposer agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Solid Waste Disposal Act: When Waller County uses Federal grant money to fund a Contract, the awarded Vendor 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 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Public Law 115-232, section 889, Telecommunications Equipment: When Waller County uses Federal grant money to fund a Contract, the awarded Vendor shall not obligate or spend loan or grant funds to:

(1) procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Vendor agrees that it will comply with Public Law 115-232, section 889.

12. Profit as Separate Element of Price: For purchases using Federal grant money in excess of the Simplified Acquisition Threshold (SAT), the County must negotiate profit as a separate element of the price for each contract

in which there is no price competition and in all cases where cost analysis is performed. Where applicable, the Vendor agrees to negotiate profit with Waller County as a separate part of its Contract in accordance with 2 CFR 200.324(b).

Vendor certifies and agrees that if Federal money is used to fund the project referenced in the RFP, Vendor shall comply with the Federal Funds conditions/requirements in addition to the Terms and Conditions contained in the RFP.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

SILSBEE FORD INC.

Company Name

Signature of Authorized Company Official

HEATH DONALSON

Printed Name

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Subrecipient Agreement - Subrecipient - Waller County - Community and Environmental - ID: 12841

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Waller County, hereinafter referred to as the Subrecipient, having its principal place of business at 836 Austin Street, Suite 221, Hempstead, TX 77445.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Subrecipient to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Subrecipient has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Subrecipient do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Subrecipient warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Subrecipient's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Subrecipient to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Subrecipient agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Subrecipient. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Subrecipient the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Subrecipient are subject to the exclusive control and supervision of the Subrecipient. The Subrecipient is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF WORK

The services to be performed by the Subrecipient are outlined in an Attachment to this Agreement.

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins 09/01/24 and ends 06/30/25. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Any payment or funding claimed by Subrecipient shall be paid by H-GAC only under the specific terms set forth in the Special Provisions and Scope of Work. Subrecipient agrees that payments are predicated upon properly documented and verified proof of performance delivered, and costs incurred by the Subrecipient, in accordance with the terms outlined by the Special Provisions of this Agreement.

ARTICLE 8: REPORTING REQUIREMENTS

If the Subrecipient fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Subrecipient hereunder. Subrecipient's failure in reporting or performance may be considered cause for termination of this Agreement. If H-GAC withholds such payments, it shall notify the Subrecipient of its decision. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient. The Subrecipient's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: NON FUNDING CLAUSE

Any obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due, or for any damages as a result of interruption of payment or termination.

ARTICLE 10: INSURANCE

Subrecipient shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 11: SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Subrecipient agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Subrecipient acknowledges that H-GAC is not liable to any subcontractor or assignee of the Subrecipient. The Subrecipient shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Subrecipient. Subrecipient shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Subrecipient's compliance, or that of Subrecipient's subcontractors, with any laws or regulations.

ARTICLE 12: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. Subrecipient who spend seven-hundred fifty thousand dollars (750,000) or more of federal assistance under this contract or cumulatively under all federal contracts in a fiscal year are required to have an audit conducted annually in compliance with 2 CFR 200. Subrecipient agrees to submit all written reports of monitoring or audits to H-GAC within 30 days of issuance. Any reports that contain

findings from an auditor must also include a corrective action plan from the Subrecipient in accordance with 2 CFR 200.511.

The Subrecipient understands and agrees that the Subrecipient shall be liable to the H-GAC for anything disallowed as a result of audit, in which case future payments are predicated upon repayment as set forth in the Special Provisions.

ARTICLE 13: EXAMINATION OF RECORDS

The Subrecipient shall maintain during the course of the work complete and accurate records of all of the Subrecipient's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Subrecipient shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Subrecipient's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Subrecipient's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Subrecipient further agrees to include in all its subcontracts, permitted pursuant to Article 11 hereof. The Subrecipient agrees that H-GAC and its duly authorized representatives shall until the expiration of seven (7) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

ARTICLE 14: RETENTION OF RECORDS

The Subrecipient shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 15: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state Law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that H-GAC may amend performance under this Agreement, during the contract period, by issuing policy directives to establish or clarify performance requirements under this Agreement. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon the Subrecipient as if written herein, provided however that such policy directives shall not alter the terms of this Agreement so as to relieve H-GAC of any obligation specified in this Agreement to reimburse Subrecipient for costs properly incurred prior to the effective date of such policy directives.

C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing, and executed by both parties to this Agreement.

ARTICLE 16: TERMINATION PROCEDURES

The Subrecipient acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Subrecipient. Upon receipt of notice of termination, all services hereunder of the Subrecipient and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Subrecipient may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Subrecipient may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Subrecipient, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Subrecipient fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Subrecipient fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 17: SEVERABILITY

H-GAC and Subrecipient agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 18: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 19: COPYRIGHTS

H-GAC, and any related state or federal awarding agency, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

A. The copyright of all maps, data, reports, research or other work developed under this Agreement;

B. Any copyrights or rights of use to copyrighted material which the Subrecipient purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC upon request.

ARTICLE 20: OWNERSHIP OF MATERIALS

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Subrecipient solely as a part of its work under this Agreement, shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished to H-GAC at no charge and upon request. Subrecipient further agrees not to release information about results or deliverables connected to this Agreement to anyone outside of H-GAC, without first obtaining written release authorization from H-GAC.

ARTICLE 21: POLITICAL ACTIVITY; LOBBYING

Nothing related, connected to, or provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Subrecipient, if a recipient of Federal assistance exceeding 100,000 dollars through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 22: SECTARIAN INVOLVEMENT PROHIBITED

The Subrecipient shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 23: CONFLICT OF INTEREST

No officer, member or employee of the Subrecipient or Subrecipient's subcontractor, no member of the governing body of the Subrecipient, and no other public officials of the Subrecipient who exercise any functions or responsibilities in the review or Subrecipient approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 24: FEDERAL COMPLIANCE

Subrecipient agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Subrecipient shall notify each potential subcontractor or supplier of the Subrecipient's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 25: CRIMINAL PROVISIONS AND SANCTIONS

The Subrecipient agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Subrecipient agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Subrecipient shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Subrecipient from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Subrecipient further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Subrecipient shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Subrecipient pertaining to this Agreement or which would adversely affect the Subrecipient's ability to perform services under this Agreement.

ARTICLE 26: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 27: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Subrecipient. This Agreement has been negotiated by H-GAC and the Subrecipient and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 28: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Subrecipient. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Subrecipient requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Subrecipient shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Subrecipient may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Subrecipient shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 29: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

ARTICLE 30: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

ARTICLE 31: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 32: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Subrecipient have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Subrecipient

Signature DocuSigned by: Trey Duhon BEF9A013180A454...

Name Trey Duhon

Title County Judge

Date 8/14/2024

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 8/19/2024

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H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Subrecipient do hereby agree to the following Special Provisions, as follows:

ARTICLE 1: GOVERNING LAW, STANDARDS, AND REGULATIONS

This Agreement is entered into by and between the Subrecipient and H-GAC. The activities funded under this Agreement shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, and guidelines. The main governing standards included, but may not be limited to the following: 1) §361.014 of the Texas Health & Safety Code Ann.; 2) Title 30 Texas Administrative Code (30 TAC) Chapter 330, Section 330.649, TCEQ Rules and 30 TAC Chapter 14, TCEQ Rules; 3) The Uniform Grant and Contract Management Act, Texas Government Code Ann., §§783.001 et. Seq., and 4) The Interlocal Contract between the Texas Commission on Environmental Quality (TCEQ) and H-GAC. Neither the TCEQ nor the State of Texas is a party to this Contract. By accepting this agreement, the Subrecipient certifies that it is not delinquent in payment of solid waste disposal fees owed to the State of Texas, if applicable.

ARTICLE 2: MANDATORY ATTACHMENTS

In consideration of the compensation hereinafter described, Subrecipient shall provide H-GAC approved services as specifically described in Attachment A- Scope of Work, attached hereto and incorporated herein for all purposes. Subrecipient further agrees to implement the requirements of the Scope of Work according to the agreed upon Attachment B-Budget, attached hereto and incorporated herein for all purposes. Additional attachments incorporated herein for all purposes to this Agreement include, in priority order, Attachment C-Supplemental Funding Standards, Attachment D-Authorized Representatives, Attachment E-Contractor's Original Grant Application.

ARTICLE 3: PARTY LIABILITY

In consideration of full and satisfactory performance hereunder, H-GAC will be liable to Subrecipient in an amount equal to the actual costs incurred by Subrecipient in rendering such performance, subject, but not limited, to the following limitations: 1) H-GAC is not liable for expenditures made in violation of regulations, rules or policies promulgated under applicable local, state, or federal laws, 2) Except as specifically authorized by H-GAC in writing, H-GAC is liable only for expenditures made in compliance with the applicable cost principles and administrative requirements set forth in a properly executed attachment to this Agreement, 3) H-GAC is not liable to Subrecipient for costs incurred or performance rendered before the beginning date or after termination of this Agreement, 4) H-GAC is not liable for any costs incurred in the performance of this Agreement, which have not been billed to H-GAC by the final billing deadline identified in the Scope of Work.

ARTICLE 4: PAYMENTS

A. Maximum Value

Subject to the terms and exclusions outlined in this Agreement, and subject to the confirmation of eligibility under applicable state, local, and federal statues; H-GAC will reimburse Subrecipient for goods, services, or expenditures on the basis of allowable costs up to the maximum value of this Agreement, or $97,364.00. Allowable costs must be: certified by H-GAC as correct and necessary, directly associated with performance of this Agreement, provisioned under the Scope of Work or other mutually executed Attachment, and properly submitted at the rates prescribed by state or federal regulations.

B. Increase Request

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Any amount requested in excess of this maximum value, must be requested by Subrecipient in writing, and approved by H-GAC, prior to Subrecipient's reimbursement request. Approval or denial of an increase request is at the sole discretion of H-GAC.

C. Timely Submission Required

All requests must be timely submitted to H-GAC. During the Agreement performance period, an invoice or report submission is considered timely when it is received by close of business on the tenth calendar day of a month for the previous month's expenditures. No payment advances will be made by H-GAC. Untimely submissions by Subrecipient could result in a delay or rejection of reimbursement by H-GAC. An invoice or report from Subrecipient must be delivered to H-GAC each month, whether or not any expenses have occurred.

D. Progress Reports

To obtain reimbursement, quarterly Progress Report submissions is required of Subrecipient, as outlined under the separate Scope of Work.

E. Timely Processing

Reimbursement from H-GAC shall be processed monthly, within forty-five (45) days after the receipt of the Subrecipient's completed invoice with substantive supporting documentation.

F. Format of Request; Required Information

Subrecipient shall use the approved H-GAC Reimbursement Form or Report Form template, to provide substantive supporting documentation and request reimbursement, if a template is attached to this Agreement. If no templated form is attached, Subrecipient shall submit: 1) A detailed account of actual costs of the services provided, including number of hours and cost per hour, and 2) Information regarding any subcontracted service provider, including: name of agency, address of agency, name of owner/operator, and owner/operator credentials. Additionally, detailed information pertaining to: Personnel, Equipment, Travel, Contract Services, and Marketing, must be provided and certified by Subrecipient to obtain reimbursement from H-GAC.

G. Additional Approvals Required:

Subrecipient shall notify and receive prior written approval from H-GAC, providing specific details of an expense or purchase, for any expenses not already authorized under this agreement. This may include:

a) Changes in personnel whose salaries will be funded under the sub-grant.
b) Out-of-state travel and special out-of-region travel to training events and conferences. Prior to authorizing any out-of-state travel by a Subrecipient, H-GAC shall obtain written approval from the TCEQ to provide such authorization.
c) Equipment, construction, or contractual expenses.
d) "Other" category expenses, not specifically authorized in the Subrecipient agreement.

ARTICLE 5: FINAL REPORTS

No later than thirty (30) days following the termination of this Agreement, the Subrecipient must submit to H-GAC a Report Form marked "Final". This final report shall notify H-GAC that no further reimbursement requests will be made against this Agreement.

H-GAC will notify Subrecipient of any corrections to amendment of or missing deliverables within 30 days of H-GAC's receipt. H-GAC will remit final payment after satisfactory completion of all contract conditions.

Upon completion of the Scope of Work, the Subrecipient will submit all materials specified as deliverables in the Scope of Work. Subrecipient shall furnish H-GAC with all computer files pertaining to the Scope of Work, that were not previously transmitted.

ARTICLE 6: PROGRESS REPORTS

Subrecipient shall submit quarterly progress reports documenting task-specific accomplishments, units of work performed, and program results achieved, as outlined in the Scope of Work of this Agreement.

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A. Compliance

Subrecipient shall report its own internal legal efforts to ensure compliance with funding or administrative standards. Subrecipient is solely responsible for compliance, and any supplemental guidance produced or provided by H-GAC in no way absolves or diminishes Subrecipient liability. Any information provided by H-GAC should not be relied upon as a wholly exhaustive list of recommendations, provisions, or regulatory requirements.

B. Format of Report

Subrecipient shall use the approved H-GAC Progress Report form template, if a template is attached to this Agreement. If no templated form is attached, Subrecipient shall submit a Progress Report that must include: 1) A brief description of work accomplished for each task, 2) The percentage of completion of the overall work project and each task, 3) Changes in the estimated value (budget) of each work task, 4) Special problems or delays encountered or anticipated, and 5) The anticipated work activities for the next work period.

C. Other Reports

Subrecipient shall submit other information as may be required by H-GAC, such as: contract closeout reports, special requested data, follow-up reports, or ad hoc reports and information on the operation and performance of this Agreement. H-GAC shall provide a reasonable time for response, in consideration of the nature and availability of the information requested.

D. Breach

Subrecipient's failure to comply with the requirements of this Article shall constitute a breach of this Agreement.

ARTICLE 7: STANDARDS OF PERFORMANCE

1. H-GAC shall employ the following standards to monitor performance. Subrecipient agrees to the following standards of performance during term of the Agreement:
   - *A. Timeliness of Work.* Standard: Work is provided on schedule.
   - *B. Quality of Work.* Standard: Work conforms to the requirements of the Agreement and is technically accurate.
   - *C. Subcontract Activities.* Standard: Subrecipient's subcontract or subgrant activities comply with all H-GAC Agreement requirements regarding subcontracts, including: competitive procurement methods for goods and services, use of required subcontract provisions, and monitoring performance of subcontractors and sub performing parties.
   - *D. Administrative and Financial Operations.* Standards: Subrecipient's administrative and financial operations comply with all obligations in law and in the contract especially record-keeping, reimbursement requests, audits, allowable costs, and restricted expenditures.
   - *E. Performance Measures.* H-GAC will monitor Subrecipient's performance and evaluate the level of compliance with the standards utilizing the following performance measures:
     Satisfactory: Subrecipient generally complied with the standard consistently; occasional deficiencies may have occurred which were corrected on a timely basis.
     Unsatisfactory: Significant deficiencies have occurred, or Subrecipient frequently or substantially failed to comply with the standard.
2. *Schedule of Remedies.* The following Schedule of Remedies applies to this contract in the event of substandard performance or other failure to conform to the requirements of the contract or applicable law as set forth in this Section.
   - A. Reject substandard performance and request corrections without charge to H-GAC.
   - B. Issue notice of substandard performance or other non-conforming act or omission.
   - C. Request and receive return of any over payments or inappropriate payments.
   - D. Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.
   - E. Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity.

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F. Reject reimbursement requested and withhold all or partial payments. Funds may be retained by H-GAC for recovery of administrative costs or returned to funding source as authorized by agreements with the funding source and by state or federal law.
G. Terminate the contract, demand and receive: return of all equipment purchased with contract funds, return of all unexpended funds, and repayment of expended funds.

If a H-GAC evaluation finds Subrecipient's performance to be substandard, H-GAC may provide its written evaluation report to other governmental entities at any time. H-GAC may also provide its written evaluation report to the public as authorized by law.

3. *Cumulative Remedies.* H-GAC may avail itself of any remedy or sanction provided in this Agreement or in law to recover any losses arising from or caused by the Subrecipient substandard performance or any non-conformity with the Agreement or the law. The remedies and sanctions available to H-GAC in this Agreement shall not limit the remedies available to Subrecipient under law. Should H-GAC require repayment from Subrecipient, failure to pay within 30 days of a formal demand, shall result in legal actions to recover such funds, other sanctions as set forth in these Special Provisions, and additional costs billable to Subrecipient, including allowable interest and attorney's fees.

ARTICLE 8: AUDIT

A. The Subrecipient shall have an audit performed in accordance with the Single Audit requirements of the most recently adopted Texas Grant Management Standards (TxGMS) and 2 CFR Part 200, if applicable, for any of its fiscal years in which Subrecipient expends more than $750,000 in state or federal financial assistance.
B. The Subrecipient will provide H-GAC a copy of the single audit, including management letter and reporting package required by federal and state rules, within thirty (30) days after receipt of the auditor's report, or nine (9) months after the end of the audit period.
C. H-GAC reserves the right to conduct, or cause to be conducted, an independent audit of all funds distributed under this Agreement. This independent audit may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by H-GAC. Such audit will be conducted in accordance with state law, regulations, policy, and generally accepted auditing standards of the auditing agency.
D. The Subrecipient understands and agrees that the Subrecipient shall be liable to H-GAC for any costs disallowed or overpayment discovered as a result of audit or inspection of records kept by the Subrecipient, on work performed under this Agreement.
E. The Subrecipient agrees to cooperate with any monitoring, inspection, audit, or investigation of activities related to this Agreement. Cooperation may include access to the premises for questioning employees or participants and to examine and/or photocopy any books, records, including participant records, papers, or other documents whatsoever.
F. H-GAC shall provide technical assistance in correcting deficiencies noted. H-GAC may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.
G. The Subrecipient shall furnish H-GAC with a copy of the annual audit report, to include data fully compliant with The American Institute of CPAs Statement of Position 89-6, dated August 11, 1989.

ARTICLE 9: AUTHORIZED REPRESENTATIVES

H-GAC will designate specific employees, authorized to discuss matters relating to this Agreement, or provide additional written guidance, clarification, or technical direction. "Technical direction" means information or specific instructions related to the operation of services and Scope of Work under this Agreement. Authorized representatives are identified in Attachment D to this agreement.

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This Whole Agreement as written supersedes any and all prior oral and written agreements between the parties relating to matters herein, and cannot be modified by any representative, without the executed written memorialization of consent of the parties.

ARTICLE 10: COST PRINCIPLES: ACCOUNTING SYSTEMS

Subrecipient shall comply with applicable administrative requirements set forth in either the Office of Management and Budget's Uniform Administrative Requirements 2 CFR 200, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance) 48 CFR, Chapter I, Part 31, or the final rules promulgated by the Texas Office of the Governor under the Uniform Grant and Contract Management Standards (UGCMS) Tex. Gov't Code § 783 whichever is applicable.

Subrecipient shall have an accounting system which accounts for costs in accordance with generally accepted accounting principles and complies with applicable State law, regulations, and policies relating to accounting standards or principles. Subrecipient shall account for costs related to this Agreement, in a manner consistent with such standards or principles.

ARTICLE 11: INSURANCE

H-GAC acknowledges that Subrecipient is governed by the Texas Tort Claims Act, which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of Subrecipient. The Subrecipient represents to H-GAC that it either has adequate General Liability and Property insurance policies in place or sufficient resources to self-insure for all claims for which it may be responsible under the Texas Tort Claims Act. The Subrecipient further represents to H-GAC that it either has workers' compensation insurance in the amount required by statute or is entitled to self-insure for workers' compensation coverage under the Texas law and has elected to do so.

ARTICLE 12: SUBCONTRACTS

Except as may be set forth in the Scope of Work, the Subrecipient agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of the agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC.

Should the Scope of Work allow subcontracting, Subrecipient acknowledges that H-GAC is not liable to any subcontractor(s) of the Subrecipient.

The Subrecipient shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this agreement as if the performance rendered was performed by Subrecipient.

ARTICLE 13: PREVENTION OF FRAUD, ABUSE, AND CONFLICTS OF INTEREST

Subrecipient shall establish and implement reasonable internal procedures and management controls to prevent misuse of funds under this contract. Subrecipient agrees to report, in writing, to H-GAC any knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, and violations of federal or state policies and procedures within 24 hours of discovery. Except as provided by law or court order, the parties to this agreement will ensure the confidentiality of all incident reports. Neither Subrecipient nor H-GAC will retaliate against any person filing an incident report. Any failure to comply with this Article will result in H-GAC utilizing the Schedule of Remedies as defined in this agreement.

Subrecipient shall take every reasonable course of action to maintain the integrity of the expenditure of public funds under this Agreement, avoiding favoritism and questionable or

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improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. Subrecipient and its executive staff and employees, shall avoid situations that could give the appearance that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.

ARTICLE 14: OWNERSHIP OF MATERIALS

Subrecipient shall report to H-GAC promptly in writing, any patent or copyright infringement notice or claim, related in any way to this Agreement or the performance thereof.

Under this Agreement, to the extent permitted by law, Subrecipient shall indemnify H-GAC and its officers, agents and employees against liability, including costs, for infringement of any United States patent arising out of: the manufacture or delivery of supplies, the performance of services, the construction, alteration, modification, use, disposal or repair of real property, supplies, or construction work by or for H-GAC.

Pursuant to 2 CFR 200.315, in the case of any invention, any data, or any recorded information or media resulting from this Agreement in which Subrecipient retains title, H-GAC shall have an immediate, non-exclusive, nontransferable, worldwide, irrevocable, paid-up license to utilize and practice the subject invention. H-GAC's license shall include the rights to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of H-GAC.

In addition to the above, this agreement incorporates the standards set forth in the "Texas Grants Management Standards (TxGMS), relating to title to and management of real property and equipment. Additional information can be found at: https://comptroller.texas.gov/purchasing/grant-management/.

ARTICLE 15: HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

Subrecipient agrees that qualified Historically Underutilized Businesses (HUBs) shall have the maximum practicable opportunity to participate in the performance of this Agreement.

ARTICLE 16: PERMITS AND APPROVALS

The Subrecipient shall obtain applicable drawing and specification approvals and permits from government authorities and governing bodies as may be required for the design and completion of the work under this agreement as identified in the Attachment C to this agreement. All changes that may be required to the specifications or drawings, or actions necessary to obtain governmental approval, are within the scope of this Agreement.

Subrecipient shall obtain and pay for all construction permits and licenses, including charges of utility owners for connections to the work, and capital costs related thereto, such as plant investment fees.

ARTICLE 17: PERSONNEL

Subrecipient shall employ qualified staff members, including a Project Manager, who shall be responsible for the task administration and work performance. In the event the original Project Manager is no longer available to this project, a substitution of like personnel with similar qualifications can be made after obtaining prior written approval of H-GAC.

Subrecipient shall ensure that any personnel or skilled labors involved in the completion of that Scope of Work, including design, architectural, structural, mechanical, electrical, civil, or other engineering roles, is properly licensed and registered to practice in the State of Texas.

ARTICLE 18: ACKNOWLEDGEMENT OF FUNDING SOURCE

The Subrecipient shall give credit to H-GAC and appropriate state or federal funding agency, as the

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funding source in all oral presentations, written documents, publicity, news media, and advertisements regarding any of the Subrecipient's activities which arise from this Agreement. Reports, webpages, or any other documents or materials completed by Subrecipient as part of this Agreement shall be submitted, in advance of publishing, to H-GAC's authorized representative for approval.

ARTICLE 19: HEALTH, SAFETY, AND PROTECTION

The Subrecipient shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Subrecipient shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Subrecipient. Subrecipient shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Subrecipient agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Subrecipient's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

ARTICLE 20: ENVIRONMENTAL PROTECTION & HAZARDOUS WASTE

Subrecipient shall not, and shall not permit any of its Subsidiaries to, directly or indirectly (a) use (or permit any tenant to use) any of their respective properties or assets for the handling, processing, storage, transportation, or disposal of any Hazardous Material, (b) generate any Hazardous Material in violation of Environmental Laws, (c) conduct any activity that is likely to cause a Release or threatened Release of any Hazardous Material in violation of Environmental Laws, or (d) otherwise conduct any activity or use any of their respective Properties or assets in any manner that is likely to violate any Environmental Law or create any Environmental Liabilities for which Subrecipient or any of its Subsidiaries would be responsible.

ARTICLE 21: INFORMATION RESOURCES SECURITY POLICY

Subrecipient shall maintain a written information security policy, which at minimum:

1) ensures that all Subrecipient's employees and Subrecipient's subcontractor's employees shall complete a cybersecurity training program certified under section 2054.519 of the Texas Government Code. Such training must occur during the contract term and renewal period. Subrecipient shall provide Houston-Galveston Area Council acronym with verification of required training upon completion and Houston-Galveston Area Council acronym's request;
2) provides regular training of all Subrecipient's employees and Subrecipient's subcontractor's employees on applicable and up to date security procedures and techniques;
3) requires that Subrecipient and Subrecipient subcontractors maintain privacy policies that protect private data as prescribed by applicable state, local, federal privacy laws and regulations; and,
4) requires that Subrecipient and Subrecipient's subcontractors utilize adequate safeguards to address any security vulnerabilities.

Upon request, Subrecipient shall provide Houston-Galveston Area Council acronym with a copy of Subrecipient and Subrecipient's subcontractor's written information security policies.

ARTICLE 22: ACCESS AND PROTECTIONS OF Houston-Galveston Area Council acronym INFORMATION RESOURCES, DATA, AND CREDENTIALS

Subrecipient is responsible for, must protect, and shall provide adequate safeguards against any unauthorized use, modification, or disclosure of Houston-Galveston Area Council acronym information resources, data, and credentials. Subrecipient and Subrecipient subcontractors shall stay up to date and aware of current, ongoing, and potential telecommunications security risks in Subrecipient and Subrecipient subcontractors given environment(s) and must always consider information sensitivity and transmission security issues when selecting a communications medium.

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Subrecipient and Subrecipient subcontractors are required to utilize up-to-date and adequate anti-virus or malware protection software for all systems and devices used to access Houston-Galveston Area Council acronym information resources, data, and credentials. Subrecipient is responsible for any incident arising from improperly protected Houston-Galveston Area Council acronym information resources, data, and credentials.

ARTICLE 23: SECURITY BREACH

Subrecipient shall notify Houston-Galveston Area Council acronym within 24 (twenty-four) hours of Subrecipient's discovery of a security incident, breach, or unauthorized use, modification, or disclosure of Houston-Galveston Area Council acronym information resources, data, or credentials. Hereinafter, such an event will be referred to as a "security breach" in this section. Upon immediate discovery of security breach, Subrecipient will coordinate with Houston-Galveston Area Council acronym to determine and implement an adequate and timely action plan to mitigate security breach and resolve any issues resulting from security breach. Subrecipient shall bear all associated costs for any security breach caused by the negligence or willful misconduct of the Subrecipient and Subrecipient's subcontractors.

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ATTACHMENT A
Scope of Work
Waller County

Project Description: Waller County will be using grant funds to hold two collection events for household hazardous waste, electronics, and tires for the County residents.

Task I: Participate in Mandatory Grants Administration Workshop
Activity and/or Deliverable – A Mandatory Grants Administration Workshop will be hosted by H-GAC for FY25 Solid Waste Implementation Grant program and financial staff. Both program and financial representatives are required to participate.

Schedule of Activity and/or Deliverable (in weeks or months) – 1 month.

Task II: Get Agreements with Vendors in Place
Activity and/or Deliverable – Negotiate with Clean Earth, Technocycle, Liberty Tire, and Nexus Disposal for planning and coordination of event and recycling/disposal.

Schedule of Activity and/or Deliverable (in weeks or months) – 1-2 months.

Task III: Select Sites and Dates for Collection Events and Submit to H-GAC
Activity and/or Deliverable – County will select sites and dates for collection events. County staff will be responsible for selecting sites and will tour area to determine potential locations. County will make arrangements to reserve the collection sites and arrange for meetings with stakeholders to review the sites. All information will be forwarded to H-GAC.

Schedule of Activity and/or Deliverable (in weeks or months) - 3 ½ months prior to each event

Task IV: Publicize Events
Activity and/or Deliverable – County will coordinate collection event promotion. All materials must be approved by H-GAC prior to being printed, posted, or published.

Schedule of Activity and/or Deliverable (in weeks or months) – Begin 2 months prior to each event

Task V: TCEQ requirements, pursuant to 30 TAC 335.403 and 30 TAC 335.405
Activity and/or Deliverable – County will follow proper TCEQ procedures regarding collection event. Staff will provide 45-day notice to TCEQ. Either the County or vendor will develop/update, as appropriate, the Operational Plan for the collection events. The plan must be available onsite on the day of the events.

Schedule of Activity and/or Deliverable (in weeks or months) – 45-day notice to TCEQ – 2 months prior to eacj event, Operational Plan completed by the day of the collection event

Task VI: Prepare for Collection Events
Activity and/or Deliverable – County will handle all preparations for collection events. County will arrange a meeting with stakeholders on site to review final plan. County will notify hospitals, and adjacent businesses regarding the events.

Schedule of Activity and/or Deliverable (in weeks or months) - 1-½ months to 2 weeks prior to events.

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Task VII: Hold Collection Events
Activity and/or Deliverable – County will hold two one-day HHW, tire, and electronics collection events. County will be responsible for registering the volunteers and setting up the rest area. The County will oversee the traffic control.

Schedule of Activity and/or Deliverable (in weeks or months) – Each collection day.

Task VIII: Follow-Up to Collection Events
Activity and/or Deliverable – The County will be responsible for all follow-up activities pursuant to TCEQ policies. Vendors will be responsible for the transporting of materials collected to final destination and completing/distributing waste manifest.

Schedule of Activity and/or Deliverable (in weeks or months) - no later than 2 months following each event.

Task IX: Progress Reporting
Activity and/or Deliverable – Progress Reports will be submitted to H-GAC. H-GAC will provide the appropriate reporting forms. Forms must be submitted even if there is no activity to report. Follow-up report will be submitted at a later date to be determined.

- Due dates for Progress Reports

December 10, 2024 (September – November)
March 10, 2025 (December – February)
June 10, 2025 (March – May)
July 30, 2025 (June)
Follow Up Report – August 2026

Schedule of Activity and/or Deliverable (in weeks or months) – As scheduled above. If the due date falls on a weekend or holiday the report is due the following business day.

Task X: Financial Reporting
Activity and/or Deliverable - Financial reporting with appropriate documentation will be submitted monthly to H-GAC for reimbursement. H-GAC will provide the appropriate financial forms. Forms must be submitted even if no reimbursement is requested.

Schedule of Activity and/or Deliverable (in weeks or months) – Monthly on the 10th. Preliminary final reimbursement request is also due on the 10th while the official final reimbursement request is due 30 days after grant termination. If the 10th day of the month falls on a weekend or holiday the report is due the following business day.

Task XI: Additional Reporting
Activity and/or Deliverable – The County will respond to surveys and/or other requests from H-GAC or TCEQ for information on municipal solid waste management activities.

Schedule of Activity and/or Deliverable (in weeks or months) – As requested.

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ATTACHMENT B
Contract Budget
Waller County

GRANT BUDGET SUMMARY	
Budget Categories	**H-GAC Solid Waste Grant Funding**
1. Personnel (Salary)	$0.00
2. Fringe Benefits	$0.00
3. Travel	$0.00
4. Supplies (unit cost of less than $1,000)	$0.00
5. Equipment (unit cost of $1000 or more)	$0.00
6. Construction	$0.00
7. Contractual (other than for construction)	$97,364.00
8. Other	$0.00
TOTAL	**$97,364.00**

10. Fringe Benefit Rate:	0%

1. Personnel (Salary)

Position	Function	Status (FT/PT) perm/temp	Monthly Salary	Time (%FTE)	Salary Funded
			$0.00	0%	$0.00
			$0.00	0%	$0.00
			$0.00	0%	$0.00
			$0.00	0%	$0.00
			$0.00	0%	$0.00

3. Travel

Position	Purpose of travel	Travel Funded
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

4. Supplies

Type of Supplies	Supplies Funded
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

5. Equipment

Equipment	Purpose	Model	Unit Cost	No. of Units	Equipment Funded
			$0.00	0	$0.00
			$0.00	0	$0.00
			$0.00	0	$0.00
			$0.00	0	$0.00
			$0.00	0	$0.00

6. Construction

Type of Construction	Sub-Contracted (Y/N)	Construction Funded
		$0.00
		$0.00

7. Contractual

Contractor	Purpose	Contract Funded

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Clean Earth	HHW disposal/recycling	$83,274.00
Liberty Tire	tire recycling	$8,750.00
Technocycle	electronics recycling	$2,840.00
Nexus Disposal	dumpster and roll-off rental	$2,500.00
		$0.00

8. Other				
Type Other	**Description**			**Other Funded**
Postage / Delivery				$0.00
Postage / Delivery				$0.00
Utilities				$0.00
Printing / Reproduction				$0.00
Signage				$0.00
Record Storage				$0.00
Office Space				$0.00
Basic Office Furnishings				$0.00
Equipment Rentals				$0.00
Books / Subscriptions				$0.00
Repair / Maintenance				$0.00
Legal Services				$0.00
Temporary Services				$0.00
	Description	**Unit Cost**	**No. of Units**	**Other / Eqmt. Funded**
Recycling Bins		$0.00		$0.00
Recycling Bins		$0.00		$0.00
Recycling Bins		$0.00		$0.00
Personal Protective Equipment		$0.00		$0.00
Personal Protective Equipment		$0.00		$0.00
Personal Protective Equipment		$0.00		$0.00
Computer Hardware		$0.00		$0.00
Computer Hardware		$0.00		$0.00
Computer Hardware		$0.00		$0.00
Computer Hardware		$0.00		$0.00
Computer Hardware		$0.00		$0.00
Computer Hardware		$0.00		$0.00
Computer Hardware		$0.00		$0.00
Computer Hardware		$0.00		$0.00
Computer Hardware		$0.00		$0.00
Computer Hardware		$0.00		$0.00
Additional other		$0.00		$0.00
Additional other		$0.00		$0.00
Additional other		$0.00		$0.00
Other Equipment (<$5,000)		$0.00		$0.00
Other Equipment (<$5,000)		$0.00		$0.00
Other Equipment (<$5,000)		$0.00		$0.00
Other Equipment (<$5,000)		$0.00		$0.00
Other Equipment (<$5,000)		$0.00		$0.00
Other Equipment (<$5,000)		$0.00		$0.00

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SUPPLEMENTAL FUNDING STANDARDS

In addition to the standards set forth in applicable laws and regulations, as well as the category-specific funding limitations, the standards outlined below apply to all uses of the FY 2024/2025 solid waste grant funds.

1. **Texas Grant Management Standards.** The provisions of the Texas Grant Management Standards (TxGMS) issued by the Texas Comptroller of Public Accounts apply to the use of these funds, as well as the supplement financial administration provided in the program Administrative Procedures.

2. **Procurement of Goods and Services.** Recipients of funds under this Contract, including H-GAC, implementation project grant recipients, and subcontractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.

3. **Payment of Fees.** Local and regional political subdivisions subject to the payment of state solid waste disposal fees and whose payments are in arrears are not eligible to receive grant funding.

4. **Land Acquisition Costs.** Funds may not be used to acquire land or an interest in land.

5. **Municipal Solid Waste-Related Programs Only.** Funds may not be used for programs dealing with wastes that are not considered MSW, including programs dealing with industrial or hazardous wastes.

6. **Activities Related to the Disposal of Municipal Solid Waste.** Except as may be specifically authorized under an eligible project category, funds may not be used for activities related to the disposal of MSW. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; any landfill-related facilities or activities, including the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of MSW. This provision does not apply to activities specifically included under an authorized project category.

7. **Projects Requiring a TCEQ Permit.** Funds may not be used for expenses related to projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, and other facilities. This provision, however, may be waived by the TCEQ, at its discretion, for otherwise eligible activities to be located at a closed permitted facility and/or for recycling activities that will take place within the boundaries of an open facility. Recycling activities that may qualify for such a waiver may include recyclables collection, composting, and land application of bio-solids for beneficial use.

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The applicant and/or HGAC will request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.

8. **Projects Requiring TCEQ Registration.** Projects or facilities that require registration from the TCEQ, and which are otherwise eligible for funding, may be funded. However, the registration for the facility must be finally received before that project can be selected for funding.

9. **Projects that Create a Competitive Advantage Over Private Industry.** In accordance with §361.014(b) of the Texas Health and Safety Code, a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term "private industry" includes non-profit entities.

10. **Supplanting Existing Funds.** Funds may not be used to supplant existing funds. In particular, staff positions where the functions assigned to that position will remain the same, were active at the time of the grant application and were funded from a source other than a previous solid waste grant, are not eligible for grant funding.

11. **Food/Entertainment Expenses.** Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.

12. **Use of Alcoholic Beverages.** Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds may be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.

13. **State Contracts.** Funds may not be provided through an implementation project grant or subcontract to any public or private entity that is barred from participating in state contracts by the Texas Comptroller of Public Accounts, under the provisions of §2355.077, Government Code.

14. **Intended Purpose.** All equipment and facilities purchased or constructed with funds provided under this program shall be used for the purposes intended in the funding agreement for the life of the equipment.

15. **Consistency with Regional Solid Waste Management Plan.** A project or service funded under this program must be consistent with HGAC's approved regional solid waste management plan, and must be intended to implement the goals, objectives, and priorities established in the regional plan.

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16. **Lobbyists.** Funds may not be used for employment or contracts for services of a lobbyist or for dues to an organization that employs or otherwise contracts for the services of a lobbyist.

17. **Enforcement Actions.** Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.

18. **Penalties.** Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

CATEGORY SPECIFIC FUNDING LIMITATIONS

The following project categories are eligible for funding. Under each category heading is a brief description of the purpose of that category, as well as special requirements pertaining to that project category.

Category 1. Local Enforcement

This category consists of projects that contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Under this category, grant recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes through administration of a manifesting system; and educate the public on illegal dumping laws and regulations. Funding limitations applicable to this category include:

- Funds may not be expended to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Texas Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules. If compliance with TCLEOSE rules is still pending, attach a certification from TCLEOSE to indicate that the agency is in the process of achieving compliance with the rules.

- When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.

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- Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this program may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.

- Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.

- Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.

- Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.

- Grant funds may not be used for either the cleanup of illegal disposal sites or the transportation and/or disposal of wastes collected during such cleanups.

- Funds may not be used to purchase ammunition, firearms, or HazMat gear.

Category 2. Litter and Illegal Dumping Cleanup and Community Collection Events
Litter and illegal dumping cleanup may include both ongoing and periodic activities to clean up litter and illegal dumping of MSW, excluding cleanup of scrap tire dumping sites. Eligible expenses include waste removal, recycling of removed materials, fencing and barriers, and signage. Placement of trash collection receptacles in public areas with chronic littering problems may also be funded. Reuse or recycling options should be considered for managing the materials collected through these efforts, to the extent feasible. Cleanup of hazardous waste will not be eligible for funding.

Periodic community collection events to provide for collection of residential waste materials for which there is not a readily available collection alternative may also be funded. This type of project may not include regular solid waste collection efforts, such as weekly waste collection. Funds may not be used for the disposal of collected wastes.

Funding limitations applicable to this category include:

- Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor or HGAC. Funds may not be provided

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directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor or HGAC must either contract for and oversee the cleanup work or conduct the work with its own employees and equipment.

- The costs for cleanup of hazardous waste and/or Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.

- The cleanup of Class 2 and 3 nonhazardous industrial waste that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

- All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Rules, and 30 TAC Chapter 350, TCEQ's Risk Reduction Rules, must be complied with as part of any activities funded under this program.

- All materials cleaned up using funds provided under this program must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, HGAC will consider withholding at least ten percent (10%) of the reimbursements under an implementation project grant or subcontract, until documentation is provided that the cleanup work has been completed and the materials properly managed.

- Funded community collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items (e.g.: large appliances and electronics) that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents.

Category 3. Source Reduction and Recycling

This category may include projects that are intended to provide a direct and measurable effect on reducing the amount of MSW going into landfills, by diverting materials from the MSW disposal stream for recycling or reuse, or by reducing waste generation at the source. Funded activities may include: diversion from the waste stream and/or collection, processing for transport, and transportation of materials for reuse and/or recycling; implementation of efficiency improvements in order to increase source reduction and recycling, to include full-cost accounting systems and cost-based rate structures, establishment of a solid waste services enterprise fund, and mechanisms to track and assess the level of recycling activity in the community on a regular basis; and educational and promotional activities to increase source reduction and recycling.

Funding limitations applicable to this category include:

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- Any program or project funded under this program with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

- Any revenues realized from recycling efforts funded through this program by a grant recipient must be placed back into the respective solid waste management program and may not be placed into a funded entities general revenue fund. Any monies realized must be used to promote sustainability of the funded program.

Category 4. Local Solid Waste Management Plans

This category includes projects to develop and/or amend local solid waste management plans by local governments, in accordance with Chapter 363, Texas Health & Safety Code, as implemented by state rule, 30 TAC Chapter 330. In selecting a local solid waste management plan project for funding, HGAC shall ensure that at least one year is available for the completion and adoption of the local plan.

Funding limitations applicable to this category include:

- All local solid waste management plans funded under this program must be consistent with HGAC's regional solid waste management plan and prepared in accordance with 30 TAC Subchapter O, Chapter 330, TCEQ Regulations, and the Content and Format Guidelines provided by the TCEQ.

Category 5. Citizens' Collection Stations and "Small" Registered Transfer Stations

Funds may be used for projects to design, construct, and equip the facilities identified below. Other registered or permitted facilities may receive funding upon prior authorization from TCEQ on a case-by-case basis. The costs associated with operating these types of facilities will not be funded. However, eligible facilities which do not charge customers for services rendered qualify to pursue implementation project funding under this agreement to cover facility upgrades and periodic maintenance costs associated with the free services provided. Projects funded for these types of facilities shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place. Any revenues realized by entities funded through this program should be used in support of the entity's solid waste program and may not be redirected to an entity's general revenue fund.

The following MSW facilities qualify to pursue funding:

- Notification tier municipal solid waste transfer stations that qualify under 30 TAC 330.11(e).
- Registered municipal solid waste transfer stations that qualify under 30 TAC 330.9(b)(1) through (3), or (f).
- Notification tier citizens' collection stations that qualify under 30 TAC 330.11(e)(1).
- Exempt local government recycling facilities as provided for under 30 TAC 328.4(a)(1).
- Notification tier composting facilities which qualify under 30 TAC 332.21 – 332.23.
- Liquid waste transfer stations which qualify for registration in 30 TAC 330.9(g) and (l).

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- Registration tier used oil collection facilities which qualify under 30 TAC 324.7(1) or (3).

Category 6. Household Hazardous Waste (HHW)
This category includes projects that provide a means for the collection, recycling, reuse, and/or proper disposal of HHW, including household chemicals, used oil and oil filters, antifreeze, lead-acid batteries, and other materials. This category does not include programs and facilities for collecting, recycling, or disposing of scrap tires, except as may be an ancillary part of the overall program or facility. Funded activities can include collection events; consolidation and transportation costs associated with collection activities; recycling or reuse of materials; proper disposal of materials; permanent collection facilities, and education and public awareness programs.

Funding limitations applicable to this category include:

- All HHW collection, recycling, and/or disposal activities must be coordinated with the TCEQ's HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.

- All HHW events must meet the requirements of 30 TAC 335, Subchapter N, and must be coordinated through the TCEQ/External Relations Division. Additionally, the TCEQ Used Oil Program regulates the handling – including transportation – of used oil and oil filters. HHW collections should be aware of registration requirements when selecting vendors or running a collection program themselves.

- All HHW collection event activities must be conducted under an operational plan which meets the requirements of 30 TAC 335.405(a), to be maintained onsite, which addresses collection, ingress and egress, storage, training, transportation, recycling, and disposal.

- Designated HHW "operator" must submit to the TCEQ HHW Program a 45 Day Notice which meets the requirements of 30 TAC 335.403(b). The operator must also report to the HHW program by April 1st of the following year on the amount of material received under the collection.

- First-time applicants may request funds for disposal costs. Second and subsequent year requests will be considered at the discretion of the Solid Waste Management Committee (SWMC).

Category 7. Technical Studies
This category includes projects for the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input, and recommended actions, to assist in making solid waste management decisions at the local or regional level. Projects under this category may also include research and investigations to determine the location, boundaries, and contents of closed municipal solid waste landfills and sites, and to assess possible risks to human health or the environment associated with those landfills and sites.

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Funding limitations applicable to this category include:

- All technical studies funded under this program must be consistent with HGAC's regional solid waste management plan and prepared in accordance with guidelines provided by the TCEQ.

Category 8. Educational and Training Projects

Educational components are encouraged under the other categories in order to better ensure public participation in projects; those educational components should be funded as part of those projects and not separately under this category. Funds can also be used for "stand-alone" educational projects dealing with a variety of solid waste management topics. Projects can include funding for information-exchange activities.

Funding limitations applicable to this category include:

- Educational and training programs and projects funded under this program must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

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AUTHORIZED REPRESENTATIVES

1. H-GAC hereby designates the person in Exhibit 1, Project Representative, as the individual authorized to give direction to the CONTRACTOR for the purposes of this Agreement. The H-GAC Project Representative shall not be deemed to have authority to bind H-GAC in Agreement unless the EXECUTIVE DIRECTOR of H-GAC has delegated such authority.

2. Immediately upon receiving the Purchase Order or Notice of Award, the CONTRACTOR shall identify, as its Project Representative, the person authorized to receive direction from H-GAC, to manage the work being performed, and to act on behalf of the CONTRACTOR. The CONTRACTOR Project Representative shall be deemed to have authority to bind the CONTRACTOR in Agreement unless the CONTRACTOR, in writing, specifically limits or denies such authority to the CONTRACTOR Project Representative.

3. Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change to the other party.

4. The CONTRACTOR shall ensure that its Project Representative, or his or her delegate, is available at all times for consultation with H-GAC.

Exhibit 1

H-GAC hereby designates the individuals named below as the person authorized to receive direction from the TCEQ, to manage the work being performed, and to act on behalf of H-GAC as a Project Representative:

Primary: Cheryl Mergo
Senior Manager
Houston-Galveston Area Council
P.O. Box 22777
Houston, Texas 77227-2777
Phone: 713-993-4520
Email: cheryl.mergo@h-gac.com

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H-GAC Solid Waste Management Grant Application

General Information

Application Information

Application ID
187

Name of Entity
Waller County

Department/Division
Recycling Center

Primary Project Contact Information

Name
Brooke Bacuetes

Phone Number
346-452-1477

Email Address
b.bacuetes@wallercounty.us

Title
Waller County Grant Manager

Address
836 Austin Street, Suite 103

Address
836 Austin Street, Suite 103
Hempstead, TX 77445

County
Waller

Primary Financial Contact Information

Name
Joan Sargent

Phone Number
979-826-7707

Email Address
j.sargent@wallercounty.us

Title
Waller County Treasurer

Address
836 Austin Street, Suite 316

Address
836 Austin Street, Suite 316
Hempstead, TX 77445

County
Waller

Eligible Entities

Entity Category
County

Grant/Project Information

Project Title
Waller County HHW/Electronics/Tire Collection Events

Brief Project Description
Waller County is seeking grant funding in order to host two (2) events focusing on the collection of household hazardous waste, electronics, and tires. One event will be held in the south-side of the County in Brookshire and the other on the northern side near Hempstead.

These events will be open to residents of Waller County at no charge. The County wishes to emphasize two things: (1) the success of the prior City of Pattison events; and (2) the importance of the event proposed for the north-side of the County as there is no recycling center located in close proximity.

Grant Category
Household Hazardous Waste Management

Population Served by this Project
61,894

If this application is selected for funding it will be earmarked for either FY24 funding (projects start on March 1, 2024) or FY25 funding (projects start on September 1, 2024). All projects must be completed by June 30, 2025.

Please indicate your preference below.

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H-GAC will try to accommodate your requested start date; however, this cannot be guaranteed. Your selection will in no way impact your application's chance of being selected for funding.

FY24

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Personnel and Fringe Benefits Budget

This application does not contain a Personnel and Fringe Benefits request.

Personnel Budget Narrative

Fringe Benefits Budget Narrative

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

Travel Budget

This application does not contain a Travel request.

Travel Budget Narrative

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

Supplies Budget

Supplies Budget Line Item

Description

Purchase of Contractor Clean-Up Trash Bags (42 GAL.)

Quantity

5 boxes w/ 50 bags each at $30.00/box

Purpose

To aid with the collection of unwanted debris which remains post event(s).

Amount Requested

$150.00

Supplies Budget Narrative

Waller County (County) is anticipating that both collection events will generate unwanted debris. Contractor clean-up bags are requested so that on-site staff have the proper supplies in order to collect and dispose of unwanted event debris. The County is requesting a total of five (5) boxes of contractor clean-up bags with a total expense anticipated not to exceed $150.

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Equipment Budget

This application does not contain an Equipment request.

Equipment Budget Narrative

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

Construction Budget

This application does not contain a Construction request.

Construction Budget Narrative

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

Contractual Budget

Contractual Budget Line Item

Contractor

TechnoCycle

Purpose

Collect, transport, and recycle electronics

Amount Requested

$2,840.00

Contractual Budget Line Item

Contractor

Clean Earth

Purpose

Collect, transport, and recycle/dispose of HHW

Amount Requested

$83,274.00

Contractual Budget Line Item

Contractor

Nexus Disposal

Purpose

Provide dumpsters and roll-offs for waste generated at the event(s)

Amount Requested

$2,500.00

Contractual Budget Line Item

Contractor

Liberty Tire Recycling

Purpose

Collect, transport, and recycle tires

Amount Requested

$8,750.00

Contractual Budget Narrative

Waller County intends to utilize four (4) vendors in order to facilitate its two (2) proposed collection events.

TechnoCycle will send two company representatives along with a branded collection truck to assist with the collection of community electronics for recycling. The total cost per event, which includes a truck fee of $250.00 and labor fee of $97.50 per hour/person, is $1420. Total cost is $2,840.

Clean Earth will assist with the collection and proper disposal of HHW. The company is proposing $41,636.63 per event; total cost is $83,273.26. The figure is based upon a 350 to 400 car/per event estimate.

Nexus Disposal will provide a 10-yard dumpster for excess debris generated at the collection events. The anticipated cost, which includes a delivery fee, change-out fee, and waste/disposal fee for a maximum of four tons of debris, is anticipated to be $2,500 ($1,250 per dumpster/event).

Liberty Tire will provide two trailers per collection event at a price of $2,187.68/per trailer. Said trailers will be capable of collecting a normal load (i.e., passenger/light truck/18 wheeler tires off the rim). For cost-saving purposes, the County intends to provide its own labor.

All quotes received do not include taxes, as the County is tax-exempt.

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

Other Budget

This application does not contain a Other request.

Other Budget Narrative

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

Total Funding Request

Category	Amount Requested
Personnel Budget (Includes Fringe Benefits)	$0.00
Travel Budget	$0.00
Supplies Budget	$150.00
Equipment Budget	$0.00
Construction Budget	$0.00
Contractual Budget	$97,364.00
Other Budget	$0.00
Total Amount Requested	**$97,514.00**
Applicant's Match/In-Kind	$2,141.00
Total Project Budget	**$99,655.00**

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

Project Merits and Needs

Need for Project (15 Points)

Waller County (County) is seeking funding for two collection events. One event would occur on the south end of the County in Brookshire and the other on its north end near Hempstead. The collection events would occur on consecutive weekends (i.e., one event per weekend).

As evidenced by the other collection events previously hosted by the City of Pattison (City), there is a clear need for these types of collection events in the County. Below are some of the most pressing reasons which display the need for the proposed project.

First, there is a single Recycling Center (Center) in Waller County. The Center accepts traditional recyclables, such as plastic, paper, and aluminum; however, there is no option for the safe disposal of household hazardous waste (HHW). These events would afford residents the opportunity to dispose of unwanted HHW which left unattended or improperly disposed of can pose a danger to humans, animals, and/or the environment.

Second, although the Center accepts electronics and road and highway tires, it does charge a fee to facilitate the disposal/recycle of certain items. Unfortunately, the charge may be cost prohibitive for some residents who would properly dispose of unwanted items should a fee not be attached to the disposal/recycle. By hosting two events which are free to the public, the County is hoping to mitigate the improper/illegal dumping of items and provide opportunities for its most disadvantaged residents to safely dispose of unwanted items.

Third, the City previously hosted collection events which were funded by the H-GAC Solid Waste Grant. The County worked closely with the City during these events and witnessed first-hand the event's growth and success. The County recognizes the need to continue the collection event on the south-side of the County and after speaking with County commissioners and residents on the north-side of the County would like to expand upon prior efforts considering there is a need for recycling on the north side due to the lack of a nearby recycling facility.

Fourth, the County's Environmental Department (Department) routinely investigates solid waste nuisance violations. The Department's Director has emphasized that violating properties are often littered with old tires, paint cans, and appliances. Many such property owners have told the Director that they do not have the financial means to properly abate their properties. If funded, these collection events will allow the Department Director to provide property owners in violation of the County's Environmental Code with a solution (i.e., free recycling/disposal option) in lieu of a Notice of Violation.

Objective (5 Points)

The goal of the County's two proposed collection events is to provide residents the ability to safely dispose of/recycle items which they no longer have a use for. Facilitating the proper disposal/recycle of said items will minimize the risks to human/animal health and the environment.

Project Feasibility (15 Points)

The County worked closely with the City of Pattison (City) on its previous collection events. County Staff acknowledge the City's prior successful events and after discussing the potential expansion of the event with Mayor Garcia and getting his blessing to proceed is seeking funds to host two collection events. To ensure project feasibility, the County wishes to emphasize that the two collection events will occur on separate weekends (i.e., the event on the south-side one weekend; north side the next).

The County is confident that both proposed events will be successful for two reasons. First, there is a proven model for the event hosted on the south-side of the County. County Staff assisted with the prior H-GAC Solid Waste Grant-funded collection events hosted by the City of Pattison and are familiar with the model and what works best in that community. Second, there is a need for a collection event on the north side of the County which lacks a nearby recycling center. Illegal dumping is prevalent in that area because of the lack of resources available to those residents. The County is hoping to replicate a proven model on its north side and facilitate a similarly successful event there.

Grant Project Implementation Timeline

Outreach and Education (10 Points)

As part of its in-kind donation to the grant program, County staff will develop public service announcements, issue press releases, post flyers, and utilize social media in order to advertise and inform the public on its two proposed collection events. The County will work with its supporting partners, including the cities of Katy, Brookshire, Hempstead, and Pattison, to help spread the word in the community.

In order to make the events as successful as possible, the advertisements will provide information on what items will/ won't be accepted at the events, clearly articulate acceptable proofs of residency, and outline the guidelines for the event. The County will closely coordinate with both the H-GAC and TCEQ to ensure adequate outreach and education in an effort to facilitate a successful event.

The County will advertise both events in the County's four (4) newspaper publications of general circulation. Said advertisements will be paid using County funds and considered part of the County's in-kind contribution.

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Local Resources and Commitments

Ability to Sustain Project (15 Points)

The proposed events will build upon the City of Pattison's prior collection events by continuing to provide residents of Waller County the ability to dispose of HHW, tires, and electronics at no cost. These events help deter illegal dumping and mitigate the adverse impacts of such to humans, animals, and the environment, and will also serve as an opportunity to educate residents by raising public awareness and participation in safe disposal and recycling County-wide.

In addition to the two events it is proposing, the County commits to periodically push out educational resources via social media and its official webpage aimed at encouraging residents to consider alternatives to non-hazardous substances. Said posts will be based off of the United States Environmental Protection Agency's Household Hazardous Waste "Reducing HHW in Your Home" Guide, TCEQ's "Household Hazardous Waste: A Guide for Texans," as well as information generated and distributed by the H-GAC pursuant to its Solid Waste Management Education Tools resource page and distribution notices.

Matching Funds or In-Kind Services (5 Points)

The County anticipates that the cost it will incur relative to publishing advertisements in local newspapers for both events will be $500. The Grant Manager, who will assist with event planning, attend both events, and be responsible for developing promotional/educational materials is anticipated to work a minimum of 20 hours on grant-funded activities at $39.47/hour (total $789.40). The Recycling Manager will help plan the events and attend both. He is anticipated to work on grant-funded activities for 15 hours at $25.2968/hour (total $379.45). The Director of Environmental will also help plan the events and attend both. She is anticipated to work on grant-funded activities for 15 hours at $31.4768/ hour (total $472.15).

The County wishes to emphasize that the above in-kind services are the minimum it intends to provide. Additional County personnel, including, but not limited to, the Sheriff, deputies, and other department staff may also help plan/staff the event. Those individuals and value of in-kind services are TBD.

Partnerships (5 Points)

Partnerships will include Waller County Constables Offices, Waller County municipalities, such as the cities of Pattison, Brookshire, Hempstead, and Katy, and other local organizations. Once info graphics and educational/promotional resources are developed, the County will ask for these entities' assistance with the digital distribution of relevant materials on their respective social media sites.

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Project Evaluation

Return on Investment (15 Points)

The County currently lacks adequate resources and funding to construct a second recycling facility. The lack of a permanent recycling facility on the north side of the County in addition to the fees imposed on certain collected items at its lone recycling facility in Brookshire make it challenging for certain residents to properly and safely dispose of unwanted items, particularly HHW. This leads to illegal dumping which poses health and safety risks. Because the construction of a second recycling facility is not economically feasible, collection events are still the best option for the County's citizens and community, especially on its north side, who otherwise would be required to incur greater transportation costs to properly dispose of unwanted debris.

The proposed grant budget includes only the costs of vendors which are absolutely required to make these events a success. The County compared costs proposed by each vendor to fees it had personally incurred in prior situations or the costs the City of Pattison incurred with the same vendor(s) for prior years' collection events to ensure cost reasonableness.

The County will cover expenses related to traffic control, labor, and other miscellaneous expenses which may be associated with the two proposed collection events.

Anticipated Effectiveness (10 Points)

Prior identical events hosted by the City of Pattison (City) have proven extremely successful. These events have showcased that residents of Waller County are willing to recycle and safely dispose of hazardous materials when presented with a low/no-cost opportunity to do so at a time convenient to them (i.e., a weekend instead of during the work week). The County anticipates that expanding upon the City's prior efforts will only increase community participation, particularly in currently underserved communities on the north end of the County which do not have easy access to the County's lone Recycling Center in Brookshire.

Measures of Success (5 Points)

The proposed collection events will serve as an opportunity for residents to properly dispose of HHW, electronics, and tires at no costs. By providing residents with two convenient disposal/recycling options, the amount of debris which is illegally dumped in municipal and County ditches, roads, and ROWs should be reduced; thereby providing direct benefits to the environment and waterways which have historically served as illegal dumping grounds.

Moreover, these events will provide opportunities for property owners who are currently or otherwise would be investigated for or found guilty of a solid waste nuisance violation the opportunity to properly abate their properties in lieu of receiving a Notice of Violation from the County.

Additional Program Information

General Information

What type of HHW collection are you requesting funds for?

One-Day

If you currently have an electronic recycling or household hazardous waste program, please attach a PDF document showing volumes or weights collected for the past two years.(Optional)
File uploads are limited to PDF files and may not exceed 30MB.

Contractor Information

Who is the contractor?

TechnoCycle, Clean Earth, Liberty Tires, and Nexus Disposal

What is the estimated cost for the contractor?

97364

What procurement method did you utilize?

Vendors recommended by Mayor Garcia (City of Pattison used all previously and the County also does business with TechnoCycle and Liberty Tires); quotes were requested; however, County will procure vendors pursuant to its existing Procurement Policies and Procedures.

Materials to be Collected

What materials are being collected? (HHW only or others? Please list others.)

HHW, tires, and electronics

What are the estimated costs for processing the materials collected?

97364

Who is covering the costs?

Grant

What is the estimated cost for disposal of the materials collected?

97364

Are materials going to be recycled? If so, where and which items?

Any and all items collected that can be safely recycled will be recycled.

Is reuse of materials planned where appropriate? If so, give specifics.

Reuse may be used in the case of the electronics

Educational Component

What educational items will you be purchasing?

Advertisements in the County's four (4) newspaper publications of general circulation for the County's two proposed collection events. The County will also periodically post articles/stories about the importance of HHW management and proper disposal on its social media pages during the grant's period of performance.

What is the specific purpose and message of the educational items?

Proper handling and management of HHW; alterative purchase options (i.e., products less toxic to humans/animals/environment); and importance of proper disposal to mitigate adverse impacts on humans, animals, and the environment.

Describe your distribution plan of the items.

Advertise in local newspapers, distribute flyers, post educational resources on County's website, coordinate with others (e.g., municipalities and local organizations) to help spread the word via social media

Advertising/Promotion

Please describe all advertising/promotion you have planned for your program.

Advertise in local newspapers, distribute flyers, post educational resources on County's website, coordinate with others (e.g., municipalities and local organizations) to help spread the word via social media

Partnerships

Please indicate all partnerships you will be utilizing for your program.

Waller County Recycling Center, Waller County Road and Bridge, Waller County Constables' Offices, Waller County Sheriff's Office, municipalities which have

expressed support (i.e., cities of Pattison, Katy, Hempstead, and Brookshire), local community groups

One-Day and Mobile Event Information

What are the locations where collection will occur?

(1) Waller County Recycling Center; (2) Waller County Road and Bridge

How many events are planned?

2

How often will events be held?

Once a year; total of two events (one event per weekend; separate weekends)

What are the planned hours of collection/operation?

8:00 a.m. to 12:00 p.m.

Have you had HHW collection events in the past? If yes, provide information on when or how often.

No. The County did, however, assist with the City of Pattison's two prior collection events. We are hoping to build upon the City's successful events by expanding to the north side of the County.

Permanent Facility Information

Are you requesting funds for a new facility or for modification of an existing facility?

NA

What is the location/address of the facility?

N/A

What are the hours of operation?

N/A

Who can use the facility?

N/A

Will the facility be manned or unmanned?

NA

Is there a cost to users?

No

What is the estimated frequency of users?

N/A

What signage will you be using to either direct users to the facility or to guide them in proper usage of the facility?

N/A

Equipment

If you are requesting funds to purchase equipment, what will the equipment by used for?

N/A

How often will the equipment be used?

N/A

Do you have adequate space to store the equipment?

No

Will the equipment be used for solid waste purposes 100% of the time?

No

If not, what is the percentage of time it will be used for solid waste purposes?

0%

Regional Solid Waste Management Plan

Goal #1

Goal #1: Does this project promote the planning for adequate municipal solid waste disposal, handling, processing, transfer, and management facilities.?

No

Goal #2

Goal #2: Does this project educate on all aspects of materials management?

Yes

Objective(s) Meet

Objective 2A: Provide information to the public to encourage and enable behavior change.

Objective 2B: Educate local governments, nonprofits, and other groups responsible for materials management.

Goal #3

Goal #3: Does this project act as a vehicle for coordination to take advantage of opportunities for economies of scale and partnerships?

No

Goal #4: Does this project support programs that encourage environmental protections and minimize safety risks?

Yes

Objective(s) Meet

Objective 4A: Support the development and utilization of collection programs for components of the waste stream that may pose a special risk or problem.

Objective 4B: Target waste reduction activities to components of the waste stream that may pose a special risk or problem.

Goal #5: Does this project encourage and promote market development for composted, reused, and recycled goods with a focus on the economic impact of sustainable materials management?

No

Goal #6: Does this project facilitate and support the creation and expansion of materials management programs?

No

Goal #7: Does this project support research and data collection efforts related to materials management?

No

Goal #8: Does this project develop, support, and maintain partnerships with private industry and nonprofit organizations?

Yes

Objective(s) Meet

Objective 8A: Encourage coordination of public and private interests in addressing solid waste problems.

Objective 8C: Promote best management practices from subject matter experts.

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Private Industry

This application does not contain any Private Industry items.

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Similar Programs

Similar Program

Entity Name

City of Pattison

First Name

Mayor Joe

Last Name

Garcia

Date of Contact

8/29/2023 1:00:00 PM

Summary

County Staff, including its Grant Manager, Recycling Manager, and Environmental Director, met with Mayor Garcia on August 29, 2023 at Pattison City Hall. Mayor Garcia advised that the City would be pivoting with its H-GAC Solid Waste Grant application this year but that a need for a collection event(s) still was present based upon the repetitive success of its immediately preceding two collection events. It was suggested that the County take over the collection event in Brookshire and possibly expand and host a separate event on the north side of the County as well. During the initial meeting, the City and County discussed the strengths and weaknesses of the prior events and ways to potentially improve future collection events.

The County's Grant Manager followed up with Mayor Garcia via e-mail on October 3, 2023 and asked for further guidance, specifically its old grant application, to help inform the County's current application. The City obliged the request. The County internally discussed the City's prior grant application and made slight changes, namely to the budget, based upon the direction it intends to take this year should it get selected for grant funding.

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Supporting Documents

Letter of Support from City of Katy, Councilwoman for Ward A

Letter of Support_City of Katy Ward A.pdf

Letter of Support-City of Pattison, Mayor

Letter of Support_City of Pattison.pdf

Letter of Support-City of Brookshire, Mayor Pro Tem

Letter of Support_City of Brookshire_Mayor Pro Tem.pdf

Letter of Support-City of Hempstead

Letter of Support_City of Hempstead.pdf

Letter of Support- Waller County Environmental Division

Letter of Support_Waller County Environmental Division.pdf

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Application Agreement and Signature

By checking this box, the Applicant certifies that it has reviewed the certifications, assurances, and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal.

☑ I Agree

Your Name

Brooke Bacuetes

Your Title

Waller County Grant Manager

Date Submitted

10/17/2023 11:49 AM

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

Grant Project Implementation Timeline

#	Project Task	Start Month	End Month	Duration
1	Contracting w/ Vendors & Event Promotion	Month 1	Month 2	First two months of grant's period of performance
2	Two (2) Collection Events (HHW/Electronics/ Tires)	Month 3	Month 3	Two weekends within a single month (weather permitting); one event per weekend
3				
4				
5				

Please add rows for additional tasks as needed.

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

From: Janet Corte
To: Brooke Bacuetes
Subject: Re: Notice of Grant Application--Waller County H-GAC Solid Waste Grant Program
Date: Monday, October 16, 2023 4:40:26 PM

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Brook,

I am in support of Waller County hosting these recycling events. The Waller County Recycling Center does a wonderful job and events such as these will definitely help keep our county clean by making it easier to dispose these types of difficult to dispose products.

Regards,

Janet W. Corte
City of Katy
Councilmember Ward A

On Monday, October 16, 2023, 3:08 PM, Brooke Bacuetes <b.bacuetes@wallercounty.us> wrote:

> Mayors and Elected Officials:
>
> Good afternoon. I am writing to inform you that Waller County intends to submit a grant application to the H-GAC's Solid Waste Grant Program in the amount of $99,364. If awarded grant monies, the County intends to host two collection events in order to dispose/recycle household hazardous waste, electronics, and tires; one event will take place in the south side of the County with the other at a location in northern Waller County (tentatively at Waller County Recycling Center and Waller County Road and Bridge, respectively). Disposal/recycling services will be provided to Waller County residents at no cost.
>
> Although this e-mail is merely for informational purposes (i.e., to serve as notice of the County's intent to seek grant funding), you are welcome to show your support of our grant application by responding directly to this e-mail. All responses of support received prior to 10:00 a.m. tomorrow will be included as part of the County's grant application to the H-GAC.
>
> Please do not hesitate to reach out if you have questions or would like additional information. The County will notify you should its application be selected for award.
>
> Regards,
> Brooke

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

Brooke Bacuetes
Waller County Grant Manager
346-452-1477 (Work Cell)
b.bacuetes@wallercounty.us

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

From: Mayor
To: Brooke Bacuetes
Subject: RE: Notice of Grant Application--Waller County H-GAC Solid Waste Grant Program
Date: Monday, October 16, 2023 4:54:31 PM

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hello Brooke,

As the Mayor of the City of Pattison and on behalf of our community I want to express our support for your efforts to secure this needed and sincerely appreciated HGAC funding for a Solid Waste Grant Program in Waller County.
We will work with you to ensure that these collection events are successful in our community.

Joe Garcia
Mayor of Pattison

From: Brooke Bacuetes <b.bacuetes@wallercounty.us>
Sent: Monday, October 16, 2023 3:09 PM
To: Brooke Bacuetes <b.bacuetes@wallercounty.us>
Subject: Notice of Grant Application--Waller County H-GAC Solid Waste Grant Program
Importance: High

Mayors and Elected Officials:

Good afternoon. I am writing to inform you that Waller County intends to submit a grant application to the H-GAC's Solid Waste Grant Program in the amount of $99,364. If awarded grant monies, the County intends to host two collection events in order to dispose/recycle household hazardous waste, electronics, and tires; one event will take place in the south side of the County with the other at a location in northern Waller County (tentatively at Waller County Recycling Center and Waller County Road and Bridge, respectively). Disposal/recycling services will be provided to Waller County residents at no cost.

Although this e-mail is merely for informational purposes (i.e., to serve as notice of the County's intent to seek grant funding), you are welcome to show your support of our grant application by responding directly to this e-mail. All responses of support received prior to 10:00 a.m. tomorrow will be included as part of the County's grant application to the H-GAC.

Please do not hesitate to reach out if you have questions or would like additional information. The County will notify you should its application be selected for award.

Regards,
Brooke

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

Brooke Bacuetes
Waller County Grant Manager
346-452-1477 (Work Cell)
b.bacuetes@wallercounty.us

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

From: Jeremiah Hill
To: Brooke Bacuetes
Subject: Re: Notice of Grant Application--Waller County H-GAC Solid Waste Grant Program
Date: Monday, October 16, 2023 9:26:07 PM

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

I support the county's effort for this grant. Past events have been successful and I look forward to seeing how this grant will further those efforts.

Get Outlook for iOS

From: Brooke Bacuetes <b.bacuetes@wallercounty.us>
Sent: Monday, October 16, 2023 3:08 PM
To: Brooke Bacuetes <b.bacuetes@wallercounty.us>
Subject: Notice of Grant Application--Waller County H-GAC Solid Waste Grant Program

Mayors and Elected Officials:

Good afternoon. I am writing to inform you that Waller County intends to submit a grant application to the H-GAC's Solid Waste Grant Program in the amount of $99,364. If awarded grant monies, the County intends to host two collection events in order to dispose/recycle household hazardous waste, electronics, and tires; one event will take place in the south side of the County with the other at a location in northern Waller County (tentatively at Waller County Recycling Center and Waller County Road and Bridge, respectively). Disposal/recycling services will be provided to Waller County residents at no cost.

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Brooke

Brooke Bacuetes
Waller County Grant Manager
346-452-1477 (Work Cell)
b.bacuetes@wallercounty.us

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

From: Leslye Gonzalez
To: Brooke Bacuetes
Subject: FW: Notice of Grant Application--Waller County H-GAC Solid Waste Grant Program
Date: Tuesday, October 17, 2023 8:14:34 AM
Attachments: image001.png
image002.png
Importance: High

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

You have the support of the City of Hempstead. Please let us know how we can assist you. A disposal and recycling program for household hazardous waste, electronics, and tires would be very helpful.

Leslye Gonzalez

ASSISTANT CITY SECRETARY / HUMAN RESOURCES

CITY OF HEMPSTEAD
1125 AUSTIN STREET
HEMPSTEAD, TX 77445
(979) 826-2486 ext. 120
lgonzalez@hempsteadcitytx.gov
www.hempsteadcitytx.com

From: Mayor Erica Gillum <erica.gillum@hempsteadcitytx.gov>
Sent: Monday, October 16, 2023 4:50 PM
To: Fredrick Alexander <falexander@hempsteadcitytx.gov>
Cc: Leslye Gonzalez <lgonzalez@hempsteadcitytx.gov>
Subject: FW: Notice of Grant Application--Waller County H-GAC Solid Waste Grant Program
Importance: High

Mayor Erica Gillum | Mayor City of Hempstead, Texas
t. 979-826-2486 | **c.** 979-727-8802

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

erica.gillum@hempsteadcitytx.gov | hempsteadcitytx.com

From: Brooke Bacuetes <b.bacuetes@wallercounty.us>
Sent: Monday, October 16, 2023 3:09 PM
To: Brooke Bacuetes <b.bacuetes@wallercounty.us>
Subject: Notice of Grant Application--Waller County H-GAC Solid Waste Grant Program
Importance: High

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Good afternoon. I am writing to inform you that Waller County intends to submit a grant application to the H-GAC's Solid Waste Grant Program in the amount of $99,364. If awarded grant monies, the County intends to host two collection events in order to dispose/recycle household hazardous waste, electronics, and tires; one event will take place in the south side of the County with the other at a location in northern Waller County (tentatively at Waller County Recycling Center and Waller County Road and Bridge, respectively). Disposal/recycling services will be provided to Waller County residents at no cost.

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Regards,
Brooke

Brooke Bacuetes
Waller County Grant Manager
346-452-1477 (Work Cell)
b.bacuetes@wallercounty.us

Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

From: Tonya Mewis
To: Brooke Bacuetes
Subject: RE: Notice of Grant Application--Waller County H-GAC Solid Waste Grant Program
Date: Tuesday, October 17, 2023 8:58:18 AM

As a Designated Representative in the Environmental Dept., I routinely investigate solid waste nuisance violations in Waller County. Often, I find properties that are littered with old tires, paint cans and appliances. In most cases the property owners don't have the financial means to properly abate their properties.
Having grants for solid waste events allows me to provide them with a solution and not just a Notice of Violation. The offenders would have an affordable way to remove many of these items from their property without a dumping and surcharge fees.

Thank you,

Tonya Mewis, D.R. 30240
Waller County Environmental
979-921-0391 Office
346-818-7870 Cell

From: Brooke Bacuetes <b.bacuetes@wallercounty.us>
Sent: Monday, October 16, 2023 3:09 PM
To: Brooke Bacuetes <b.bacuetes@wallercounty.us>
Subject: Notice of Grant Application--Waller County H-GAC Solid Waste Grant Program
Importance: High

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Docusign Envelope ID: 865B5FEA-DA15-4A7A-A9C4-ACF6184AE851

Regards,
Brooke

Brooke Bacuetes
Waller County Grant Manager
346-452-1477 (Work Cell)
b.bacuetes@wallercounty.us

DocuSign

Certificate Of Completion

Envelope Id: 865B5FEADA154A7AA9C4ACF6184AE851
Status: Completed
Subject: Subrecipient Agreement - Subrecipient - Waller County - Community and Environmental - ID: 12841
Source Envelope:
Document Pages: 60
Signatures: 2
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, TX 77027
contracts@h-gac.com
IP Address: 12.11.127.21

Record Tracking

Status: Original
7/22/2024 8:34:06 AM
Holder: Houston-Galveston Area Council
contracts@h-gac.com
Location: DocuSign

Signer Events	Signature	Timestamp
Trey Duhon t.duhon@wallercounty.us County Judge Security Level: Email, Account Authentication (None)	DocuSigned by: Trey Duhon BEF9A013180A454... Signature Adoption: Pre-selected Style Using IP Address: 174.224.114.210 Signed using mobile	Sent: 7/22/2024 8:34:44 AM Resent: 8/6/2024 8:58:53 AM Viewed: 8/14/2024 11:38:18 AM Signed: 8/14/2024 11:46:55 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Charles Wemple charles.wemple@h-gac.com Executive Director Houston-Galveston Area Council Security Level: Email, Account Authentication (None)	DocuSigned by: 82EC270D5D61423... Signature Adoption: Uploaded Signature Image Using IP Address: 66.196.238.186	Sent: 8/14/2024 11:46:58 AM Viewed: 8/19/2024 12:52:28 PM Signed: 8/19/2024 12:52:33 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Brooke Bacuetes b.bacuetes@wallercounty.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/22/2024 8:34:43 AM Viewed: 7/22/2024 8:46:41 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Joan Sargent j.sargent@wallercounty.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/22/2024 8:34:43 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/22/2024 8:34:43 AM
Certified Delivered	Security Checked	8/19/2024 12:52:28 PM
Signing Complete	Security Checked	8/19/2024 12:52:33 PM
Completed	Security Checked	8/19/2024 12:52:33 PM

Payment Events	Status	Timestamps

ESO SUBSCRIPTION AGREEMENT

This ESO Subscription Agreement (this "***Agreement***") is entered into as of the date of the signing ("***Effective Date***"), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758, including its controlled subsidiaries, (collectively, "***ESO***") and Waller County, Texas, having its principal place of business at 425 FM 1488, Suite 106, Hempstead, Texas 77445 ("***Customer***"). This Agreement consists of these terms and conditions (the "***General Terms & Conditions***") below, the Business Associate Agreement, and any Order (as defined below) executed by the parties, including any attachments to such Order.

The parties have agreed that ESO will provide Customer certain technology products and/or services and that Customer will pay ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement have the meanings below:

"***Add-On Software***" means any complementary software components or reporting service(s) that ESO makes available to customer through its Software.

"***Customer Data***" means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

"***De-identified Data***" means Customer Data which (i) if PHI, has been deidentified in accordance with HIPAA, or (ii) if not PHI, which has had all personally identifiable information removed, as well as the names and addresses of Customer and any of its Users and/or Customer's clients, and in each case as a consequence is neither PHI nor identifiable to or by Customer.

"***Deliverable***" means software, report, or other work product created pursuant to a Statement of Work.

"***Documentation***" means the Software's user guides and operating manuals.

"***Feedback***" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

"***Integrated Service***" means a third-party hardware, software, service, website, or data that is integrated with (or interoperates) with a Service. Nonexclusive examples of Integrated Services include computer-aided dispatch (CAD), cardiac monitors and billing software.

"***Intellectual Property***" means trade secrets, copyrightable subject matter, patents and patent applications, and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

"***Licensed Software***" means the executable, object code version of software that ESO provides to Customer for its use and installation on Customer's own equipment. For the avoidance of doubt, Licensed Software does not include Add-on Software or SaaS.

"***New Version***" means any new version of Licensed Software (excluding SaaS Software) that ESO may from time to time introduce and market generally as a distinct licensed product, as may be indicated by ESO's designation of a new version number, brand or product.

"***Order***" means a document addressing the order of a specific set of products or services which is executed by authorized representatives of each party. An Order may be (a) an ESO sales form or "Quote", (b) a Statement of Work, or (c) an addendum or other writing which is attached or which the parties intend to be incorporated by reference into this Agreement. For the avoidance of doubt, unilateral purchase orders and other similar documents do not constitute an Ordering Document.

"***Outage***" means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted, in each case as caused or controlled by ESO.

"***Professional Services***" means professional services provided by ESO under a Statement of Work.

"***Protected Health Information***" or "***PHI***" has the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

"***Reporting Services***" means, collectively, the different tools or features in the Software allowing Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

"***SaaS***" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use on a periodic subscription basis. For the avoidance of doubt, SaaS does not include Licensed Software.

"***Scheduled Downtime***" means periods when ESO intentionally interrupts SaaS to perform system maintenance or otherwise correct service errors during non-peak hours (except for critical circumstances), typically between midnight and 6 a.m. Central Time on a fortnightly basis.

"***Software***" means any ESO computer program, programming or modules specified in the Agreement or any Order. For the avoidance of doubt, Add-on Software, SaaS, and Licensed Software are collectively referred to as Software.

"***Support Services***" means those services described in Exhibit B.

"***Third-Party Data***" means data not owned by ESO but which is (or access to which is) provided by ESO under an Order (such as fire codes or AAAM AIS codes).

"***Third-Party Service***" means a service not provided by ESO but which is made available by ESO in connection with its Software under an Order.

"***Third-Party Software***" means software not owned by ESO but which is (or access to which is) provided by ESO under an or Order.

"***Use Restrictions***" means the restrictions imposed on Customer's use of Software as described in Section 3.3.

"***User***" means any individual who uses the Software on Customer's behalf through Customer's account or passwords.

2. **SOFTWARE ORDERS.** During the Term, Customer may order Software from ESO by its governing body approving the Order, and an authorized representative signing an appropriate Order. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Order is incorporated herein by reference.

3. **LICENSE/SUBSCRIPTION TO SOFTWARE**

3.1. Grant of Subscription: SaaS. For SaaS, during the Term Customer may access and use the SaaS and Reporting Services, with the access and volume limitations set forth on the applicable Order, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.

3.2. Grant of License: Licensed Software. For Licensed Software, during the Term ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Order and as necessary for Customer's internal business purposes, in each case subject to Customer's compliance with the Use Restrictions and other limitations and obligations contained in this Agreement.

3.3. Use Restrictions. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Order).

3.4. Ownership. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, and Feedback, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.

3.5. Third-Party Software and Services. This Section 3.5 applies to Third-Party Software and Services offered by ESO. Refer to the product table following the Agreement for applicability.

3.5.1. ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services.

3.5.2. Third-Party Data. If Customer (as indicated on an Order) elects to license Third-Party Data (*e.g.*, fire codes), then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer's internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Order, (ii) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Order.

3.6. Integrated Services. Customer is responsible for securing the right for ESO to receive, transmit, process, display, and store all data ("Integrated Data") from and to any Integrated Service to the extent required for ESO to perform its obligations and exercise its rights under this Agreement. ESO's obligation to support Integrated Services is contingent upon Customer securing such

rights. Customer's failure to secure such rights does not terminate or suspend Customer's obligation to pay Fees. Custo bears (and shall hold ESO harmless from) all risks associated with access to and use of Integrated Services and Integrated Data. Any Integrated Data made accessible by ESO in or through the Integrated Service is provided on an "as-is" and "as available" basis without any warranty of any kind. Customer acknowledges that ESO is not responsible for and under no obligation to control, monitor or correct Integrated Data; provided, however, ESO reserves the right to take remedial action if any such data violates applicable law or this Agreement, including without limitation, the removal of, or disablement of access to, such data and the Integrated Service. Customer acknowledges that ESO's ability to deliver each Service is contingent upon Customer or User's compliance with this Agreement and any applicable third party's terms of use. Accordingly, if ESO's performance under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, or third-party vendors (other than ESO) ("Customer Delay"), ESO shall not be deemed in breach of its obligations under this Agreement or otherwise be liable for any costs or losses of Customer (in each case, to the extent arising directly or indirectly from Customer Delay).

3.7. Third Party APIs. Customer acknowledges that: (i) the nature, type, quality and availability of Integrated Data and Integrated Services may change at any time during the Term, and (ii) features of the Integrated Service that integrate or interoperate with third parties and Integrated Data depend on the continuing availability of such third parties' respective application programming interfaces ("APIs") for use with the Integrated Service. ESO may update, change or modify the Integrated Services under this Agreement because of a change in, or unavailability of, such Integrated Data or APIs. If any third-party ceases to make its Integrated Data or APIs available on reasonable terms for the Integrated Services, as determined by ESO in its sole discretion, ESO may cease providing access to or support for the affected Integrated Data or Integrated Service without any liability to Customer. If any changes to Integrated Data or APIs occur with no fault of Customer, including their availability or unavailability, during the Term, Customer's obligations under this Agreement or the applicable Order will be prorated accordingly. Customer will not be responsible for fees related to a service or benefit under this Agreement that it does not receive.

4. HOSTING, SLA & SUPPORT SERVICES

4.1. Hosting & Management. Customer shall be responsible for hosting and managing any Licensed Software on systems meeting the requirements specified by ESO. ESO shall be responsible for hosting and managing any SaaS.

4.2. Service Level Agreement. If an Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for any three-month period (the "***Uptime Commitment***"), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.

4.3. Scheduled Downtime. ESO will endeavor to provide reasonable (72 hour) notice of Scheduled Downtime to Customer's Users. Notice of Scheduled Downtime may be provided from within the Software or via email. Scheduled Downtime shall never constitute a failure of performance or Outage by ESO. Notification timelines and the frequency of Scheduled Downtime are subject to the emergence of security concerns outside of ESO's control.

4.4. Support and Updates. During the Term, ESO shall provide to Customer the Support Services, in accordance with Exhibit B, which is incorporated herein by reference. ESO may update and revise its Software, providing reasonable notice in the case of any material diminishment.

5. FEES

5.1. Fees. In consideration of the rights granted hereunder, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Order(s) (collectively, "***Fees***"). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer (or Third-Party Payer, if applicable) shall pay all invoices within 30 days of receipt.

5.2. Third-Party Payer. If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a "***Third-Party Payer***"), then (i) each applicable Order will identify such arrangement, (ii) the Third-Party Payer will enter into a written agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term's renewal), (iv) references within this Section 5 to Customer's responsibility for Fees shall be understood to refer to the Third-Party Payer when applicable, and (v) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.

5.3. Uplift on Renewal. Fees for Software, which recur annually, shall increase by 8.75% each year this Agreement is in effect.

5.4. Taxes and Fees. The Fees are exclusive of all taxes and credit card processing fees, if applicable. ESO understands that Customer is a governmental entity, and is exempt from paying taxes. Customer will provide tax-exempt documentation to ESO upon execution of this Agreement .

5.5. Appropriation of Funds. Customer may terminate the Agreement at the end of the Customer's fiscal term if its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.

5.6. Usage Monitoring. Customer is solely responsible for its own adherence to volume and use limitations indicated on the applicable Order. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level indicated in the

applicable Order (an **"Overage"**), Customer shall owe ESO the Fee corresponding to such usage level at a rate no high ESO's then-standard pricing for new customers at an equivalent usage level. ESO may invoice for Overages immediately.

6. **TERM AND TERMINATION**

6.1. Term. The term of this Agreement (the **"Term"**) commences on the Effective Date and continues for a period of one year (or any longer period provided in an Order). Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 60 days prior to the anniversary of the Effective Date.

6.2. Termination for Cause. Either party may terminate this Agreement or any individual Order for the other party's uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.

6.3. Termination for Convenience. Either party may terminate this Agreement without cause upon 30 days' written notice by the terminating party provided that in no event shall ESO provide Customer a refund for pre-paid Fees in the event of a Termination under this Section.

6.4. Effect of Termination. If Customer terminates this Agreement or any Order as a result of ESO's material breach, then to the extent Customer prepaid any Fees, ESO shall refund to Customer those prepaid Fees on a pro-rata basis from the date Customer actually ceases use of the Software. Upon termination of this Agreement or any Order, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO's then-current rates if Customer continues to use or access Software after the termination or expiration of this Agreement. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.

6.5. Delivery of Data. ESO will provide Customer its Customer Data in a searchable .pdf format upon request made within 60 days of the expiration or termination of this Agreement. Customer acknowledges that ESO has no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.

7. **REPRESENTATIONS AND WARRANTIES**

7.1. Material Performance of Software. After it is fully implemented (and subject to Customer's adherence to Sections 3.3, 4.1 and 13.4), ESO warrants that the Software will reliably collect, transmit, store and/or permit access to data in compliance with applicable law and industry standards.

7.2. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement is duly authorized by all necessary corporate or government action.

7.3. Customer Cooperation. Customer agrees to use current operating systems and reasonably and timely cooperate with ESO, including providing ESO reasonable access to its equipment, software and data as necessary for the implementation and operation of the Software.

8. **DISCLAIMER OF WARRANTIES**. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9. **CONFIDENTIALITY**

9.1. **"Confidential Information"**. ESO understands that Customer is a governmental entity subject to Texas Government Code Chapter 552 (the Texas Public Information Act), including Sections 552.371 and 552.372. ESO will limit or avoid, if possible, disclosing to Customer proprietary trade secret information. If ESO discloses to Customer any information that is confidential under the Texas Public Information Act, it shall clearly identify in writing that the information is proprietary or confidential. Customer will treat such information as confidential only to the extent allowable under the Texas Public Information Act or similar applicable disclosure law. Customer will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. In the event Customer seeks to withhold information under the Texas Public Information Act, ESO understands the confidential information will be sent to the Texas Attorney General, and ESO agrees to reasonably cooperate with Customer should the need arise. The final decision as to what information must be disclosed pursuant to the Texas Public Information Act, however, lies with the Texas Attorney General. It is understood that the Customer, its officers, and employees shall have the right to rely on the advice, decisions, and opinions of the Texas Attorney General, and that the Customer, its officers, and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the Customer by ESO, in reliance on any advice, decision, or opinion of the Texas Attorney General. If ESO fails to properly identify the information, Customer shall have no obligation to seek protection of such information from public disclosure. Customer and its representatives and/or employees will not be responsible for ESO's failure to clearly identify information ESO considers confidential or proprietary. ESO considers the following items to be Confidential Information: (a) any document marked "Confidential"; (b) any information designated in writing as "Confidential" at the time of disclosure; (c) the Software and Documentation; (d) ESO's security controls, policies, procedures,

audits, or other information concerning ESO's internal security posture; (e) any other nonpublic, sensitive information rea treated as trade secret or otherwise confidential that is clearly identified in writing as such; and (f) Customer Data which does not comprise PHI . Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure free of duty of non-disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) as to ESO, Customer's Feedback; or (vi) is PHI (*which shall be governed by the Business Associate Agreement rather than this Section*).

9.2. Nondisclosure. Each party shall use Confidential Information of the other party solely to fulfill the terms of this Agreement (the "***Purpose***"), and in accordance with applicable law, including but not limited to the Texas Public Information Act. Each party shall (a) ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein, and (b) not disclose Confidential Information to any other third party without prior written notice to the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.

9.3. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate upon the termination of this Agreement. ESO understands that Customer is a governmental body, and must comply with laws related to governmental records. To the extent possible and consistent with applicable law, upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify the destruction thereof.

9.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.

9.5. Open Records and Other Laws. Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort.

10. **INSURANCE.** Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ESO shall maintain in effect the insurance coverage described below:

10.1. Commercial general liability insurance with a minimum of $1 million per occurrence and $1 million aggregate;

10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of $1 million for bodily injury and property damage liability;

10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of $1 million each accident or disease; and

10.4. Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ESO, and privacy and network security insurance ("cyber coverage") covering losses arising from a disclosure of confidential information (including PHI) with a combined aggregate amount of $1 million.

11. **INDEMNIFICATION**

11.1. IP Infringement. Subject to the limitations in Section 12, ESO shall hold harmless, defend and indemnify Customer AND/OR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third-party claims, including but not limited to damages, costs, liabilities, and expenses (including reasonable attorney's fees) ("***Damages***") as to any and all third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual or intangible property rights in connection with the PERFORMANCE OR ACTIONS OF ESO PURSUANT TO THIS CONTRACT (each, an "***Indemnified Claim***"). ESO AND CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. ESO SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEY'S FEES. THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. If Customer makes an Indemnified Claim under this Section or if ESO determines that an Indemnified Claim may occur, ESO may at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate the relevant Order, in which case ESO will refund any pre-paid Fees on a pro-rata basis for such Order. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer (and/or anyone acting on Customer's behalf) of the Software in connection with any other product or service (the combination or joint use of which causes the alleged infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.

11.2. Indemnification Procedures. Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a " Customer must give prompt written notice of such Claim to ESO, accompanied by copies of any written documentation regarding the Claim received by the Customer. ESO shall compromise or defend, at its own expense and with its own counsel, any such Claim. Customer will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that ESO will have the right to control such settlement or defense. ESO will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at ESO's expense.

11.3. Acts or Omissions. . Subject to the limitations in Section 12, ESO shall indemnify and hold harmless Customer, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AN AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of ESO or its agents, employees, subcontractors, third-party providers, or suppliers in the execution or performance of this Agreement, and any Orders issued under this Agreement. ESO SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL.

12. LIMITATION OF LIABILITY

12.1. **LIMITATION OF DAMAGES**. NEITHER ESO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS AGREEMENT.

12.2. **SPECIFIC LIABILITY**. LIABILITY SHALL BE LIMITED AS FOLLOWS:

(a) ESO'S OBLIGATIONS UNDER SECTION 11 SHALL BE LIMITED TO $500,000.

(b) DAMAGES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS (INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION), SHALL BE LIMITED TO $1,000,000.

(c) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT SHALL NOT BE LIMITED.

12.3. **GENERAL LIABILITY**. EXCEPT AS EXPRESSLY PROVIDED "SPECIFIC LIABILITY," ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF) CUSTOMER WITHIN THE PRECEDING 12-MONTH PERIOD UNDER THE APPLICABLE ORDER OR EXHIBIT GIVING RISE TO THE CLAIM.

12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

13. CUSTOMER DATA & PRIVACY

13.1. Ownership of Data. As between ESO and Customer, all Customer Data shall be owned by Customer.

13.2. Use of Customer Data. Unless it receives Customer's prior written consent, ESO shall not grant any third-party access to Customer Data, except (a) subcontractors that are subject to a reasonable nondisclosure agreement or (b) authorized participants in the case of Software designed to permit Customer to transmit Customer Data. ESO may only use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at Customer's expense.

13.3. De-identified Data. CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE DE-IDENTIFIED DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL DE-IDENTIFIED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.

13.4. Internet Access. Customer is solely responsible for obtaining, maintaining, and securing its network connections, and acknowledges such connections are essential to the effective operation of the Software. ESO makes no representations to Customer regarding the reliability, performance or security of any network or service provider not provided or managed by ESO.

14. WORK PRODUCT

14.1. Work Product Ownership. In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate Order gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

15. GOVERNMENT PROVISIONS

15.1. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on use of the Software and the performance of this Agreement (provided that Customer shall be solely responsible for any such notice required to be given to its employees, agents or patients). Customer acknowledges and agrees that it must fully and accurately report discounts or other incentives under this Agreement on any cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law.

15.2. Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable (prohibiting discrimination on the basis of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity or national origin).

15.3. Excluded Parties List. ESO agrees to report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs.

16. ACCURACY & COMPLETENESS

16.1. Customer Responsibilities. The Software allows Customer and its Users to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software.

17. MISCELLANEOUS

17.1. Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.

17.2. Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as set forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mailed to a person designated in writing by the receiving party, or (e) delivered by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.

17.3. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather, each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

17.4. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

17.5. Subcontracting. Except for Support Services, and training and implementation services related to the Software, neither party may subcontract or delegate its obligations to each other hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent.

17.6. Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party, provided that the Customer agrees that ESO may rely on informal writings (including emails) of Customer's authorized representatives to terminate Software products and services. Any rate or tier increases for Software products and services in use by Customer must be approved by Customer's governing body.

17.7. Force Majeure. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil

disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event lasts longer than 30 days, the other party may immediately terminate the applicable Order.

17.8. Marketing. If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.

17.9. Waiver & Breach. Neither party will be deemed to waive any rights under this Agreement except through an explicit written waiver made by an authorized representative of ESO, or the governing body of Customer. No waiver of a breach of this Agreement will constitute a waiver of any other breach hereof.

17.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

17.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.

17.12. Governing Law. This Agreement, any claim dispute or controversy hereunder (a "***Dispute***") will be governed by (i) the laws of the State of Texas. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees. Venue for any dispute related to this Agreement shall be in Waller County, Texas.

17.13. New Versions & Sunset. If ESO releases a New Version of Licensed Software (*i.e.*, not SaaS), Customer may elect to receive such New Version, subject to a relicense fee of 75% of the standard price for such new version. All New Versions provided under this Agreement will constitute Licensed Software and be subject to the terms and conditions of this Agreement. ESO may discontinue Support Services for Licensed Software upon 12 months' notice to Customer.

17.14. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ESO CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

17.15. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. ESO understands Customer is a governmental body, and that negotiations and mediations will be subject to applicable laws concerning confidentiality. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.

17.16. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).

17.17. Order of Precedence. In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Order, with most recent Order taking precedence over earlier ones; and (4) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.

17.18. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

17.19. Signatures. Electronic signatures on this Agreement or on any Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ESO Solutions, Inc.

By:_____
(signature)

Name:_____
(print name)

Title:_____
(print title)

Customer

By:_____
(signature)

Name: Carbett "Trey" J. Duhon, III
(print name)

Title: County Judge
(print title)

EXHIBIT A-1

SAAS SOFTWARE

1. The SaaS subscription term shall begin 15 calendar days after the Effective Date ("SaaS Subscription Start Date"). Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is able to use the SaaS as contemplated as quickly as possible, but in no event will the SaaS Subscription Start Date be modified for implementation delays.

2. Customer hereby orders, and agrees to timely pay for, the following products according to the schedule below:

Fire

Product	Volume	Total	Fee Type
IFC - 2018 Code Set	600 Fire Incidents	$348.00	Recurring
Fire Incidents CAD Integration - Volunteer	1 Stations	$395.00	Recurring
ESO Properties	600 Fire Incidents	$597.00	Recurring
ESO Fire Incidents	1 Stations	$825.00	Recurring
ESO Inspections	1 Stations	$395.00	Recurring
ESO Activities - Fire and Fire/EMS Agencies	1 Stations	$195.00	Recurring
Fire Setup & Online Training	2 Sessions	$595.00	One-time
Fire Incidents NFIRS Data Import	600 Incidents	$0.00	One-time
Properties/Inspections Data Import	1 Stations	$0.00	One-time

Asset Management/Checklist

Product	Volume	Total	Fee Type
ESO Asset Management	4 Vehicles	$325.00	Recurring
ESO Checklists	4 Vehicles	$405.00	Recurring

Personnel Management

Product	Volume	Total	Fee Type
Personnel Management	13 Employees	$845.00	Recurring
Personnel Management Data Migration	13 Employees	$0.00	One-time

Scheduling

Product	Volume	Total	Fee Type
ESO Scheduling	13 Employees	$795.00	Recurring
ESO Scheduling - Setup & Online Training	2 Sessions	$1,190.00	One-time

Total Recurring Fees	$	5,125.00
Total One-Time Fees	$	1,785.00
TOTAL FEES	$	6,910.00

Customer acknowledges and agrees that it must fully and accurately report discounts or other incentives under this Agreement on any cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law.

3. Unless indicated below, no Third-Party Payer is responsible for any products Fees.

4. All the Fees above will be invoiced by ESO as follows unless otherwise arranged with a Third-Party Payer:

   4.1. Training and Training Travel Fees shall be invoiced on the Effective Date.

   4.2. During the first year, 100% of the remaining Fees shall be invoiced on the SaaS Subscription Start Date.

   4.3. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the SaaS Subscription Start Date.

WALLER COUNTY
2024.10 SALARY ORDER

Amended by Commissioners' Court effective 08/18/2024

		2024 APPROVED RATE	2024 BUDGETED AMOUNT
Fund 125-Department 516			
Sheriff-Administration			
6	Deputy Patrol - Sergeant SRO	$ 32.40	$ 67,911.00
Fund 110 - Department 530			
Road and Bridge - Maintenance and Construction			
	GIS Manager	$ 40.00	$ 83,840.00
	GIS Technician	$ 21.50	$ 45,064.00
13	Truck Driver-transfer to GIS Technician	$ -	$ -

Sheriff-Administration

SRO Position approved in 07/24/24 Commissioners' Court

Road and Bridge - Maintenance and Construction

GIS Manager title and salary change

GIS Technician Position approved in 07/24/24 Commissioners' Court

SEDALCO
CONSTRUCTION SERVICES

22523 Business Node Pay App #21 July 2024 (R0)

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Waller County

PROJECT: Waller Co. Business Node

APPLICATION NO: 21

PERIOD TO: 31-Jul-24

Distribution to:

x	OWNER
x	ARCHITECT
x	CONTRACTOR

FROM CONTRACTOR: SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth, Tx 76137

VIA ARCHITECT: BSW Architect, Inc.

ARCHITECTS PROJECT NOS: Multiple

CONTRACT FOR: New Construction

CONTRACT DATE: 6/1/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM **(Exhibit B)**		$ 1,273,310.00
2a. Net change by Exhibits		$ 41,780,633.00
2b. Net change by Change Orders		$ 369,282.95
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 43,423,225.95
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 15,599,917.03
5. RETAINAGE:		
a. 5 % of Construction Cost (Column D + E on G703)	$ 362,034.80	
b. 5 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 362,034.80
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 15,237,882.23
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 14,013,931.24
8. CURRENT PAYMENT DUE		$ **1,223,950.99**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 28,185,343.72

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$42,149,915.95	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$42,149,915.95	$0.00
NET CHANGES by Change Order	$42,149,915.95	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of TEXAS County of Waller
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ **1,223,950.99**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

EXHIBIT & CHANGE ORDER SUMMARY
(Breakdown of line 2)

Date Approved	Description	AMOUNT	PROJECT
2/6/2023	EXHIBIT C, AMENDMENT	$1,315,059.00	Courthouse & Swing Space Design
5/17/2023	EXHIBIT E, AMENDMENT	$1,825,812.00	Swing Space Construction
8/2/2023	EXHIBIT E, CHANGE ORDER 1	$122,435.85	Swing Space Construction
10/4/2023	EXHIBIT E, CHANGE ORDER 2	$233,968.97	Swing Space Construction
10/4/2023	EXHIBIT F, AMENDMENT	$38,639,762.00	Courthouse Construction
3/6/2024	EXHIBIT E, CHANGE ORDER 3	$12,878.13	Swing Space Construction
	2. Net change by Exhibits & Change Orders	$42,149,915.95	

Swing Space Design (Non-Retainage items)	$0.00	1	$0.00
Swing Space General Conditions (Non-Retainage items)	$0.00	1	$0.00
Swing Space Construction (Retainage items)	$0.00	0.95	$0.00
Swing Space Released Retainage	$0.00	1	$0.00
Court House Design (Non-Retainage items)	$33,026.91	1	$33,026.91
Court House General Conditions (Non-Retainage items)	$285,343.64	1	$285,343.64
Court House Construction (Retainage items)	$953,242.57	0.95	$905,580.44
8. CURRENT PAYMENT DUE			$1,223,950.99

Total Design Cost	$33,026.91
Total Construction Cost	$1,190,924.08
8. CURRENT PAYMENT DUE	$1,223,950.99

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **21**
APPLICATION DATE: **7/1/2024**
PERIOD TO: **7/31/2024**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	SWING SPACE DESIGN BUILD SERVICES														
1.1	Swing Space Design Fees & C.A. Services	0.000	145,800.00	145,800.00	67,654.00	213,454.00	0.00	213,454.00	213,454.00	0.00	0.00	213,454.00	100%	0.00	0.00
1.2	Swing Space FF&E Design Fees	0.000	16,200.00	16,200.00	7,517.00	23,717.00	0.00	23,717.00	23,717.00	0.00	0.00	23,717.00	100%	0.00	0.00
1.3	Swing Space As-Built	0.000	9,800.00	9,800.00	0.00	9,800.00	0.00	9,800.00	9,800.00	0.00	0.00	9,800.00	100%	0.00	0.00
1.4	Swing Space Reimbursable Allw.	0.000	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	3,250.00	0.00	0.00	3,250.00	65%	1,750.00	0.00
1.5	General Conditions	0.000	0.00	0.00	365,535.00	365,535.00	0.00	365,535.00	365,535.00	0.00	0.00	365,535.00	100%	0.00	0.00
1.6	Mobilization (Temp. Fence, Trailer, Etc.)	0.000	0.00	0.00	15,000.00	15,000.00	0.00	15,000.00	15,000.00	0.00	0.00	15,000.00	100%	0.00	0.00
1.7	Subcontractor Default Insurance	0.000	0.00	0.00	17,739.00	17,739.00	0.00	17,739.00	17,739.00	0.00	0.00	17,739.00	100%	0.00	0.00
1.8	General Liability & Builder's Risk Insurance	0.000	0.00	0.00	9,006.00	9,006.00	0.00	9,006.00	9,006.00	0.00	0.00	9,006.00	100%	0.00	0.00
1.9	AGC Fees	0.000	0.00	0.00	3,803.00	3,803.00	0.00	3,803.00	3,803.00	0.00	0.00	3,803.00	100%	0.00	0.00
1.11	Payment & Performance Bonds	0.000	0.00	0.00	33,304.00	33,304.00	0.00	33,304.00	33,304.00	0.00	0.00	33,304.00	100%	0.00	0.00
1.12	Design/Builder Overhead & Profit	0.000	7,731.00	7,731.00	78,839.00	86,570.00	0.00	86,570.00	86,570.00	0.00	0.00	86,570.00	100%	0.00	0.00
8.0	Demolition														
8.1	Mobilization	0.000	0.00	0.00	1,150.00	1,150.00	0.00	1,150.00	1,150.00	0.00	0.00	1,150.00	100%	0.00	0.00
8.2	Interior Demo	0.000	0.00	0.00	19,879.00	19,879.00	0.00	19,879.00	19,879.00	0.00	0.00	19,879.00	100%	0.00	0.00
8.3	MEP Demo	0.000	0.00	0.00	5,435.00	5,435.00	0.00	5,435.00	5,435.00	0.00	0.00	5,435.00	100%	0.00	0.00
8.4	Saw cut	0.000	0.00	0.00	5,550.00	5,550.00	0.00	5,550.00	5,550.00	0.00	0.00	5,550.00	100%	0.00	0.00
8.5	Demobilization	0.000	0.00	0.00	900.00	900.00	0.00	900.00	900.00	0.00	0.00	900.00	100%	0.00	0.00
8.6	PCO ALLW-1 Mold Remediation Balance (See Line Item 9.3A and 21.4)	0.000	0.00	0.00	12,727.00	12,727.00	0.00	12,727.00	12,727.00	0.00	0.00	12,727.00	100%	0.00	0.00
9.0	Sitework														
9.1	Storm Drain Materials	0.000	0.00	0.00	33,500.00	33,500.00	0.00	33,500.00	33,500.00	0.00	0.00	33,500.00	100%	0.00	0.00
9.2	Storm Drain Labor	0.000	0.00	0.00	36,500.00	36,500.00	0.00	36,500.00	36,500.00	0.00	0.00	36,500.00	100%	0.00	0.00
9.3	Tree Trimming & Removal	0.000	0.00	0.00	16,200.00	16,200.00	0.00	16,200.00	16,200.00	0.00	0.00	16,200.00	100%	0.00	0.00
9.3A	Offset for Line Item 8.6	0.000	0.00	0.00	-12,727.00	-12,727.00	0.00	-12,727.00	-12,727.00	0.00	0.00	-12,727.00	100%	0.00	0.00
10.0	Concrete Work														
10.1	Concrete Material (Pads & Pour-backs)	0.000	0.00	0.00	13,500.00	13,500.00	0.00	13,500.00	13,500.00	0.00	0.00	13,500.00	100%	0.00	0.00
10.2	Concrete Labor (Pads & Pour-backs)	0.000	0.00	0.00	17,500.00	17,500.00	0.00	17,500.00	17,500.00	0.00	0.00	17,500.00	100%	0.00	0.00
11.0	Carpentry & Millwork														
11.1	Millwork & Countertops	0.000	0.00	0.00	34,206.00	34,206.00	0.00	34,206.00	34,206.00	0.00	0.00	34,206.00	100%	0.00	0.00
12.0	Roofing														
12.1	Roof & Gutter Repairs	0.000	0.00	0.00	24,500.00	24,500.00	0.00	24,500.00	24,500.00	0.00	0.00	24,500.00	100%	0.00	0.00
13.0	Openings														
13.1	Door, Frame, & Hardware Materials	0.000	0.00	0.00	104,030.00	104,030.00	0.00	104,030.00	104,030.00	0.00	0.00	104,030.00	100%	0.00	0.00
13.2	Door, Frame, & Hardware Installation	0.000	0.00	0.00	9,975.00	9,975.00	0.00	9,975.00	9,975.00	0.00	0.00	9,975.00	100%	0.00	0.00
14.0	Glass and Glazing System														
14.1	Glazing & Windows	0.000	0.00	0.00	20,000.00	20,000.00	0.00	20,000.00	20,000.00	0.00	0.00	20,000.00	100%	0.00	0.00
15.0	Finishes														
15.1	Plaster	0.000	0.00	0.00	77,300.00	77,300.00	0.00	77,300.00	77,300.00	0.00	0.00	77,300.00	100%	0.00	0.00
15.2	Cold Formed Metal Framing & Drywall	0.000	0.00	0.00	107,456.00	107,456.00	0.00	107,456.00	107,456.00	0.00	0.00	107,456.00	100%	0.00	0.00
15.3	Acoustical Ceilings	0.000	0.00	0.00	44,000.00	44,000.00	0.00	44,000.00	44,000.00	0.00	0.00	44,000.00	100%	0.00	0.00
15.4	LVT Flooring	0.000	0.00	0.00	34,500.00	34,500.00	0.00	34,500.00	34,500.00	0.00	0.00	34,500.00	100%	0.00	0.00
15.5	Painting	0.000	0.00	0.00	33,400.00	33,400.00	0.00	33,400.00	33,400.00	0.00	0.00	33,400.00	100%	0.00	0.00

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

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A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
15.6	Power Wash & Cleaning	0.00	0.00	0.00	2,800.00	2,800.00	0.00	2,800.00	2,800.00	0.00	0.00	2,800.00	100%	0.00	0.00
16.0	Specialties														
16.1	Flagpoles	0.00	0.00	0.00	4,000.00	4,000.00	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00	100%	0.00	0.00
17.0	Mechanical - Plumbing														
17.1	Labor, Materials, Equipment	0.00	0.00	0.00	21,400.00	21,400.00	0.00	21,400.00	21,400.00	0.00	0.00	21,400.00	100%	0.00	0.00
18.0	Mechanical - HVAC														
18.1	Mobilization	0.00	0.00	0.00	6,959.00	6,959.00	0.00	6,959.00	6,959.00	0.00	0.00	6,959.00	100%	0.00	0.00
18.1	HVAC Demo Labor	0.00	0.00	0.00	7,352.00	7,352.00	0.00	7,352.00	7,352.00	0.00	0.00	7,352.00	100%	0.00	0.00
18.3	HVAC Equipment Material	0.00	0.00	0.00	220,427.00	220,427.00	0.00	220,427.00	220,427.00	0.00	0.00	220,427.00	100%	0.00	0.00
18.4	HVAC Specialties & Trim Material	0.00	0.00	0.00	4,301.00	4,301.00	0.00	4,301.00	4,301.00	0.00	0.00	4,301.00	100%	0.00	0.00
18.5	HVAC Specialties & Trim Labor	0.00	0.00	0.00	7,505.00	7,505.00	0.00	7,505.00	7,505.00	0.00	0.00	7,505.00	100%	0.00	0.00
18.6	Copper Material	0.00	0.00	0.00	863.00	863.00	0.00	863.00	863.00	0.00	0.00	863.00	100%	0.00	0.00
18.7	Copper Labor	0.00	0.00	0.00	6,703.00	6,703.00	0.00	6,703.00	6,703.00	0.00	0.00	6,703.00	100%	0.00	0.00
18.8	HVAC Insulation Subcontractor	0.00	0.00	0.00	8,400.00	8,400.00	0.00	8,400.00	8,400.00	0.00	0.00	8,400.00	100%	0.00	0.00
18.9	HVAC Duct work Subcontractor	0.00	0.00	0.00	34,440.00	34,440.00	0.00	34,440.00	34,440.00	0.00	0.00	34,440.00	100%	0.00	0.00
18.10	HVAC Test & Balance Subcontractor	0.00	0.00	0.00	3,150.00	3,150.00	0.00	3,150.00	3,150.00	0.00	0.00	3,150.00	100%	0.00	0.00
18.11	HVAC Rigging & Hoisting Subcontractor	0.00	0.00	0.00	1,080.00	1,080.00	0.00	1,080.00	1,080.00	0.00	0.00	1,080.00	100%	0.00	0.00
18.12	HVAC Startup	0.00	0.00	0.00	2,284.00	2,284.00	0.00	2,284.00	2,284.00	0.00	0.00	2,284.00	100%	0.00	0.00
18.13	Close out Documents	0.00	0.00	0.00	500.00	500.00	0.00	500.00	500.00	0.00	0.00	500.00	100%	0.00	0.00
19.0	Electrical Systems														
19.1	Underground Material	0.00	0.00	0.00	1,734.00	1,734.00	0.00	1,734.00	1,734.00	0.00	0.00	1,734.00	100%	0.00	0.00
19.2	Underground Labor	0.00	0.00	0.00	353.00	353.00	0.00	353.00	353.00	0.00	0.00	353.00	100%	0.00	0.00
19.3	Raceway Material	0.00	0.00	0.00	8,626.00	8,626.00	0.00	8,626.00	8,626.00	0.00	0.00	8,626.00	100%	0.00	0.00
19.4	Raceway Labor	0.00	0.00	0.00	12,699.00	12,699.00	0.00	12,699.00	12,699.00	0.00	0.00	12,699.00	100%	0.00	0.00
19.5	Wire Material	0.00	0.00	0.00	5,857.00	5,857.00	0.00	5,857.00	5,857.00	0.00	0.00	5,857.00	100%	0.00	0.00
19.6	Wire Labor	0.00	0.00	0.00	5,953.00	5,953.00	0.00	5,953.00	5,953.00	0.00	0.00	5,953.00	100%	0.00	0.00
19.7	Gear Material	0.00	0.00	0.00	11,448.00	11,448.00	0.00	11,448.00	11,448.00	0.00	0.00	11,448.00	100%	0.00	0.00
19.8	Gear Labor	0.00	0.00	0.00	1,045.00	1,045.00	0.00	1,045.00	1,045.00	0.00	0.00	1,045.00	100%	0.00	0.00
19.9	Fixture Material	0.00	0.00	0.00	44,592.00	44,592.00	0.00	44,592.00	44,592.00	0.00	0.00	44,592.00	100%	0.00	0.00
19.10	Fixture Labor	0.00	0.00	0.00	7,703.00	7,703.00	0.00	7,703.00	7,703.00	0.00	0.00	7,703.00	100%	0.00	0.00
19.11	Device Material	0.00	0.00	0.00	305.00	305.00	0.00	305.00	305.00	0.00	0.00	305.00	100%	0.00	0.00
19.12	Device Labor	0.00	0.00	0.00	2,198.00	2,198.00	0.00	2,198.00	2,198.00	0.00	0.00	2,198.00	100%	0.00	0.00
19.13	Demo Labor	0.00	0.00	0.00	1,000.00	1,000.00	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	100%	0.00	0.00
19.14	Temporary Power	0.00	0.00	0.00	5,637.00	5,637.00	0.00	5,637.00	5,637.00	0.00	0.00	5,637.00	100%	0.00	0.00
20.0	Life Safety Systems														
20.1	Fire Alarm	0.00	0.00	0.00	16,721.00	16,721.00	0.00	16,721.00	16,721.00	0.00	0.00	16,721.00	100%	0.00	0.00
21.0	Allowances & Contingencies														
21.1	Owner Contingency	0.00	0.00	0.00	32,150.00	32,150.00	0.00	32,150.00	32,150.00	0.00	0.00	32,150.00	100%	0.00	0.00
21.2	Design/Builder Contingency	0.00	0.00	0.00	32,150.00	32,150.00	0.00	32,150.00	32,150.00	0.00	0.00	32,150.00	100%	0.00	0.00
21.3	Building Permit Allowance	0.00	0.00	0.00	2,099.00	2,099.00	0.00	2,099.00	2,099.00	0.00	0.00	2,099.00	100%	0.00	0.00
21.4	Mold Removal / Remediation Allowance	0.00	0.00	0.00	15,000.00	15,000.00	0.00	15,000.00	15,000.00	0.00	0.00	15,000.00	100%	0.00	0.00
21.5	Interior Signage Allowance	0.00	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.6	Repair / Reconfigure Existing Sign Allowance	0.00	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.7	Ornamental Gates / Hardware Allowance	0.00	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00

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AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
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ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
21.8	Misc. Cut & Patch Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.9	Storage Room Insulation Allowance	0.000	0.00	0.00	6,000.00	6,000.00	0.00	6,000.00	6,000.00	0.00	0.00	6,000.00	100%	0.00	0.00
21.1	Storage 112C Water Intrusion Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.2	Fire Extinguisher & Cabinets Allowance	0.000	0.00	0.00	2,500.00	2,500.00	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	100%	0.00	0.00
21.3	Property Inspection Correction Allowance	0.000	0.00	0.00	10,000.00	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	100%	0.00	0.00
21.4	Erosion Control / Site Repairs Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
22.0	Change Orders to Exhibit E														
22.1	Change Order No. 1 = ALLW #2, ALLW #3, PCO #2, PCO #4, PCO #5, & PCO #7	0.000	0.00	0.00	122,435.85	122,435.85	0.00	122,435.85	122,435.85	0.00	0.00	122,435.85	100%	0.00	0.00
22.2	Change Order No. 2 = ALLW #4, CO #3, CO #6, CO #8, CO #9, CO #11, CO #12, & CO #13	0.000	0.00	0.00	233,968.97	233,968.97	0.00	233,968.97	233,968.97	0.00	0.00	233,968.97	100%	0.00	0.00
22.3	Change Order No. 3 = CO #25 Add dias	0.000	0.00	0.00	12,878.13	12,878.13	0.00	12,878.13	12,878.13	0.00	0.00	12,878.13	100%	0.00	0.00
	SWING SPACE TOTALS	0.000	184,631.00	184,631.00	2,195,094.96	2,379,626.96	0.00	2,379,625.96	**2,377,875.96**	**0.00**	**0.00**	**2,377,875.96**	**100%**	**1,750.00**	**0.00**
23.0	NEW COURTHOUSE DESIGN BUILD SERVICES														
23.1A	Courthouse Replacement Design Fees (Prog/SD	1,118,000.000	667,990.00	357,154.82	0.00	357,154.82	138,248.83	495,403.65	495,403.65	0.00	0.00	495,403.65	100%	0.00	0.00
23.1B	Courthouse Replacement Design Fees (DDs)	0.000	0.00	642,880.48	0.00	642,880.48	248,846.09	891,726.57	891,726.57	0.00	0.00	891,726.57	100%	0.00	0.00
23.1C	Courthouse Replacement Design Fees (CDs)	0.000	0.00	785,954.70	0.00	785,954.70	303,933.33	1,089,888.03	1,089,888.03	0.00	0.00	1,089,888.03	100%	0.00	0.00
23.1D	Courthouse Replacement C.A. Services	0.000	0.00	0.00	0.00	0.00	825,672.75	825,672.75	264,215.28	33,026.91	0.00	297,242.19	36%	528,430.56	0.00
23.2	Ex. Courthouse Demo Design Fees	0.000	30,000.00	30,000.00	0.00	30,000.00	0.00	30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	0.00
23.3	Courthouse Replacement FF&E Design Fees	0.000	284,999.00	284,999.00	0.00	284,999.00	242,026.00	527,025.00	71,249.75	0.00	0.00	71,249.75	14%	455,775.25	0.00
23.4	Courthouse Replacement Reimbursable Allw.	5,000.000	43,750.00	48,750.00	0.00	48,750.00	35,000.00	83,750.00	49,412.50	0.00	0.00	49,412.50	59%	34,337.50	0.00
23.5	Survey	0.000	20,990.00	20,990.00	0.00	20,990.00	0.00	20,990.00	20,990.00	0.00	0.00	20,990.00	100%	0.00	0.00
23.6	M.E.P. 3rd Party Review	0.000	36,000.00	36,000.00	0.00	36,000.00	0.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	0.00
23.7	DAS System Design Fees	0.000	0.00	0.00	0.00	0.00	45,100.00	45,100.00	0.00	0.00	0.00	0.00	0%	45,100.00	0.00
23.8	Design/Builder Preconstruction Services	100,000.000	0.00	100,000.00	0.00	100,000.00	0.00	100,000.00	100,000.00	0.00	0.00	100,000.00	100%	0.00	0.00
23.9	General Conditions	0.000	0.00	0.00	0.00	0.00	3,309,611.00	3,309,611.00	1,059,075.52	132,384.44	0.00	1,191,459.96	36%	2,118,151.04	0.00
23.10	Mobilization (Temp. Fence, Trailer, Etc.)	0.000	0.00	0.00	0.00	0.00	65,000.00	65,000.00	65,000.00	0.00	0.00	65,000.00	100%	0.00	0.00
23.11	Subcontractor Default Insurance	0.000	0.00	0.00	0.00	0.00	446,540.00	446,540.00	439,379.00	0.00	0.00	439,379.00	98%	7,161.00	0.00
23.12	General Liability & Builder's Risk Insurance	0.000	0.00	0.00	0.00	0.00	297,728.00	297,728.00	95,272.96	11,909.12	0.00	107,182.08	36%	190,545.92	0.00
23.13	AGC Fees	0.000	0.00	0.00	0.00	0.00	29,425.00	29,425.00	29,425.00	0.00	0.00	29,425.00	100%	0.00	0.00
23.14	Payment & Performance Bonds	0.000	0.00	0.00	0.00	0.00	505,348.00	505,348.00	502,786.00	0.00	0.00	502,786.00	99%	2,562.00	0.00
23.15	Design/Builder Overhead & Profit	50,310.000	46,799.00	97,109.00	0.00	97,109.00	1,666,017.00	1,763,126.00	423,150.24	141,050.08	0.00	564,200.32	32%	1,198,925.68	0.00
24.0	Demolition & Abatement														
24.1	Structure Demolition & Salvaged Items	0.000	0.00	0.00	0.00	0.00	338,500.00	338,500.00	338,500.00	0.00	0.00	338,500.00	100%	0.00	16,925.00
24.2	3rd Party Indoor Air Monitory for Abatement	0.000	0.00	0.00	0.00	0.00	22,800.00	22,800.00	22,800.00	0.00	0.00	22,800.00	100%	0.00	1,140.00
24.3	Asbestos Abatement	0.000	0.00	0.00	0.00	0.00	225,000.00	225,000.00	225,000.00	0.00	0.00	225,000.00	100%	0.00	11,250.00
25.0	Sitework														
25.1	Concrete Paving (Tucker)	0.000	0.00	0.00	0.00	0.00	330,000.00	330,000.00	0.00	0.00	0.00	0.00	0%	330,000.00	0.00
25.2	Concrete Sidewalks (Tucker)	0.000	0.00	0.00	0.00	0.00	70,000.00	70,000.00	0.00	0.00	0.00	0.00	0%	70,000.00	0.00
25.3	Earthwork (Cannon Construction)	0.000	0.00	0.00	0.00	0.00	243,920.00	243,920.00	182,940.00	0.00	0.00	182,940.00	75%	60,980.00	9,147.00
25.4	Erosion Control	0.000	0.00	0.00	0.00	0.00	21,048.00	21,048.00	21,048.00	0.00	0.00	21,048.00	100%	0.00	1,052.40
25.5	Termite Control	0.000	0.00	0.00	0.00	0.00	2,995.00	2,995.00	2,995.00	0.00	0.00	2,995.00	100%	0.00	149.75

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **21**
APPLICATION DATE: **7/1/2024**
PERIOD TO: **7/31/2024**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
25.6	Pavement Markings & Signage	0.000	0.00	0.00	0.00	0.00	24,515.00	24,515.00	0.00	0.00	0.00	0.00	0%	24,515.00	0.00
25.7	Fencing	0.000	0.00	0.00	0.00	0.00	88,606.00	88,606.00	0.00	0.00	0.00	0.00	0%	88,606.00	0.00
25.8	Landscape / Irrigation	0.000	0.00	0.00	0.00	0.00	143,000.00	143,000.00	7,150.00	0.00	0.00	7,150.00	5%	135,850.00	357.50
25.9	Site Utilities (Cannon Construction)	0.000	0.00	0.00	0.00	0.00	159,573.00	159,573.00	119,679.75	0.00	0.00	119,679.75	75%	39,893.25	5,983.99
25.10	Temporary - Vehicular Access & Parking	0.000	0.00	0.00	0.00	0.00	29,650.00	29,650.00	0.00	0.00	0.00	0.00	0%	29,650.00	0.00
25.11	Traffic Control & Barricades	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
25.12	Temporary - Barriers & Enclosures	0.000	0.00	0.00	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	0.00	0%	15,000.00	0.00
26.0	Concrete Work												69%		
26.1	Concrete Staining	0.000	0.00	0.00	0.00	0.00	29,660.00	29,660.00	2,966.00	0.00	0.00	2,966.00	10%	26,694.00	148.30
26.2	Polished Concrete Finishes	0.000	0.00	0.00	0.00	0.00	25,319.00	25,319.00	2,531.90	0.00	0.00	2,531.90	10%	22,787.10	126.60
26.3	Concrete Piles (Tucker)	0.000	0.00	0.00	0.00	0.00	400,000.00	400,000.00	400,000.00	0.00	0.00	400,000.00	100%	0.00	20,000.00
26.4	Building Foundation & Slab (Tucker)	0.000	0.00	0.00	0.00	0.00	501,315.00	501,315.00	501,315.00	0.00	0.00	501,315.00	100%	0.00	25,065.75
26.5	Elevated Concrete (Tucker)	0.000	0.00	0.00	0.00	0.00	275,000.00	275,000.00	41,250.00	101,750.00	0.00	143,000.00	52%	132,000.00	7,150.00
26.6	Site & Parking Concrete Work (Tucker)	0.000	0.00	0.00	0.00	0.00	425,000.00	425,000.00	85,000.00	12,750.00	0.00	97,750.00	23%	327,250.00	4,887.50
27.0	Masonry												4%		
27.1	Mobilization, Submittals, Shop Drawings, & Engir	0.000	0.00	0.00	0.00	0.00	106,840.00	106,840.00	83,335.20	12,820.80	0.00	96,156.00	90%	10,684.00	4,807.80
27.2	GFRC (North) (Camarata)	0.000	0.00	0.00	0.00	0.00	185,668.00	185,668.00	0.00	0.00	0.00	0.00	0%	185,668.00	0.00
27.3	GFRC (East) (Camarata)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	0.00	0.00	0.00	0.00	0%	196,059.00	0.00
27.4	GFRC (West) (Camarata)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	0.00	0.00	0.00	0.00	0%	196,059.00	0.00
27.5	GFRC (South) (Camarata)	0.000	0.00	0.00	0.00	0.00	382,658.00	382,658.00	0.00	0.00	0.00	0.00	0%	382,658.00	0.00
27.6	Stone Veneer (North) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	0.00	0.00	0.00	0.00	0%	576,000.00	0.00
27.7	Stone Veneer (East) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	0.00	0.00	0.00	0.00	0%	576,000.00	0.00
27.8	Stone Veneer (West) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	0.00	0.00	0.00	0.00	0%	576,000.00	0.00
27.9	Stone Veneer (South) (Camarata)	0.000	0.00	0.00	0.00	0.00	1,066,000.00	1,066,000.00	0.00	31,980.00	0.00	31,980.00	3%	1,034,020.00	1,599.00
27.11	CMU (Camarata)	0.000	0.00	0.00	0.00	0.00	67,141.00	67,141.00	0.00	0.00	0.00	0.00	0%	67,141.00	0.00
27.12	Mockup (Camarata)	0.000	0.00	0.00	0.00	0.00	38,175.00	38,175.00	15,270.00	0.00	0.00	15,270.00	40%	22,905.00	763.50
28.0	Metals												96%		
28.10	Structural Steel Fabrication (MSD)	0.000	0.00	0.00	0.00	0.00	1,878,900.00	1,878,900.00	1,822,533.00	18,789.00	0.00	1,841,322.00	98%	37,578.00	92,066.10
28.20	Structural Steel Erection (MSD)	0.000	0.00	0.00	0.00	0.00	576,800.00	576,800.00	490,280.00	28,840.00	0.00	519,120.00	90%	57,680.00	25,956.00
28.30	Miscellaneous Steel (MSD)	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	12,500.00	0.00	0.00	12,500.00	50%	12,500.00	625.00
28.40	Shop Drawings, Project Management (Livers)	0.000	0.00	0.00	0.00	0.00	118,213.00	118,213.00	53,195.85	0.00	0.00	53,195.85	45%	65,017.15	2,659.79
28.50	Fabrication, Materials (Livers)	0.000	0.00	0.00	0.00	0.00	359,993.00	359,993.00	0.00	0.00	0.00	0.00	0%	359,993.00	0.00
28.60	Decorative Metal Railings (Livers)	0.000	0.00	0.00	0.00	0.00	134,660.00	134,660.00	0.00	0.00	0.00	0.00	0%	134,660.00	0.00
29.0	Carpentry & Millwork												10%		
29.1	Millwork & Countertops (Phoenix Millwork)	0.000	0.00	0.00	0.00	0.00	1,059,750.00	1,059,750.00	105,975.00	0.00	0.00	105,975.00	10%	953,775.00	5,298.75
30.0	Thermal & Moisture Protection														
30.1	Sprayed Insulation	0.000	0.00	0.00	0.00	0.00	80,567.00	80,567.00	0.00	0.00	0.00	0.00	0%	80,567.00	0.00
30.2	Exterior Insulation & Finish System (EIFS)	0.000	0.00	0.00	0.00	0.00	179,200.00	179,200.00	0.00	0.00	0.00	0.00	0%	179,200.00	0.00
30.3	Fluid Applied Air Barrier & Sealants	0.000	0.00	0.00	0.00	0.00	330,061.00	330,061.00	0.00	0.00	0.00	0.00	0%	330,061.00	0.00
30.4	Roofing, Sheet Metal Trim, & Roof Accessories	0.000	0.00	0.00	0.00	0.00	1,838,037.00	1,838,037.00	0.00	0.00	0.00	0.00	0%	1,838,037.00	0.00
30.5	Applied Fire Protection (Marek Brothers)	0.000	0.00	0.00	0.00	0.00	186,620.00	186,620.00	26,126.80	29,859.20	0.00	55,986.00	30%	130,634.00	2,799.30
31.0	Openings														
31.1	Door, Frame, & Hardware Materials (Himmel's)	0.000	0.00	0.00	0.00	0.00	469,087.00	469,087.00	2,345.44	63,326.75	0.00	65,672.18	14%	403,414.82	3,283.61
31.2	Door, Frame, & Hardware Installation (Himmels)	0.000	0.00	0.00	0.00	0.00	47,298.00	47,298.00	0.00	0.00	0.00	0.00	0%	47,298.00	0.00

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **21**
APPLICATION DATE: **7/1/2024**
PERIOD TO: **7/31/2024**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
31.3	Access Doors & Frames	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00
31.4	Fire-Protective Auto Smoke Curtains	0.000	0.00	0.00	0.00	0.00	34,900.00	34,900.00	0.00	0.00	0.00	0.00	0%	34,900.00	0.00
32.0	Glass and Glazing System												14%		
32.1	Shop Drawings & Submittals	0.000	0.00	0.00	0.00	0.00	36,000.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	1,800.00
32.2	Aluminum Material	0.000	0.00	0.00	0.00	0.00	475,000.00	475,000.00	0.00	0.00	0.00	0.00	0%	475,000.00	0.00
32.3	Brake Metal	0.000	0.00	0.00	0.00	0.00	43,000.00	43,000.00	0.00	0.00	0.00	0.00	0%	43,000.00	0.00
32.4	Curtain wall	0.000	0.00	0.00	0.00	0.00	237,000.00	237,000.00	0.00	0.00	0.00	0.00	0%	237,000.00	0.00
32.5	Storefront	0.000	0.00	0.00	0.00	0.00	97,000.00	97,000.00	0.00	0.00	0.00	0.00	0%	97,000.00	0.00
32.6	Aluminum Wall caps	0.000	0.00	0.00	0.00	0.00	8,000.00	8,000.00	0.00	0.00	0.00	0.00	0%	8,000.00	0.00
32.7	Transaction Windows	0.000	0.00	0.00	0.00	0.00	138,000.00	138,000.00	48,300.00	0.00	0.00	48,300.00	35%	89,700.00	2,415.00
32.8	Glass Materials	0.000	0.00	0.00	0.00	0.00	272,000.00	272,000.00	0.00	149,600.00	0.00	149,600.00	55%	122,400.00	7,480.00
32.9	Shadow box	0.000	0.00	0.00	0.00	0.00	16,000.00	16,000.00	0.00	0.00	0.00	0.00	0%	16,000.00	0.00
33.10	Equipment	0.000	0.00	0.00	0.00	0.00	76,000.00	76,000.00	0.00	0.00	0.00	0.00	0%	76,000.00	0.00
33.11	Caulking	0.000	0.00	0.00	0.00	0.00	106,000.00	106,000.00	0.00	0.00	0.00	0.00	0%	106,000.00	0.00
33.12	Remaining Stained Glass (Alt 3 Only)	0.000	0.00	0.00	0.00	0.00	125,000.00	125,000.00	0.00	0.00	0.00	0.00	0%	125,000.00	0.00
33.13	Initial Design - Foster Stained Glass	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
33.0	Finishes														
33.1	Moisture Mitigation Control - Slab-on-Grade	0.000	0.00	0.00	0.00	0.00	26,688.00	26,688.00	6,672.00	0.00	0.00	6,672.00	25%	20,016.00	333.60
33.2	Cold Formed Metal Framing & Drywall (SPD)	0.000	0.00	0.00	0.00	0.00	1,952,391.00	1,952,391.00	97,619.55	0.00	0.00	97,619.55	5%	1,854,771.45	4,880.98
33.3	Tape & Float (SPD)	0.000	0.00	0.00	0.00	0.00	110,207.00	110,207.00	0.00	0.00	0.00	0.00	0%	110,207.00	0.00
33.4	Wood Blocking (SPD)	0.000	0.00	0.00	0.00	0.00	86,100.00	86,100.00	0.00	0.00	0.00	0.00	0%	86,100.00	0.00
33.5	Acoustical Ceilings (SPD)	0.000	0.00	0.00	0.00	0.00	146,747.00	146,747.00	0.00	0.00	0.00	0.00	0%	146,747.00	0.00
33.6	Stretched-Fabric Ceilings	0.000	0.00	0.00	0.00	0.00	80,015.00	80,015.00	0.00	0.00	0.00	0.00	0%	80,015.00	0.00
33.7	Ceramic Tile (Level 1) (Camarta)	0.000	0.00	0.00	0.00	0.00	158,395.00	158,395.00	0.00	0.00	0.00	0.00	0%	158,395.00	0.00
33.8	Ceramic Tile (Level 2)	0.000	0.00	0.00	0.00	0.00	104,629.00	104,629.00	0.00	0.00	0.00	0.00	0%	104,629.00	0.00
33.9	Ceramic Tile (Level 3)	0.000	0.00	0.00	0.00	0.00	25,691.00	25,691.00	0.00	0.00	0.00	0.00	0%	25,691.00	0.00
34.10	Ceramic Tile (Level 4)	0.000	0.00	0.00	0.00	0.00	114,885.00	114,885.00	0.00	0.00	0.00	0.00	0%	114,885.00	0.00
34.11	Epoxy Terrazzo	0.000	0.00	0.00	0.00	0.00	210,300.00	210,300.00	0.00	0.00	0.00	0.00	0%	210,300.00	0.00
34.12	Salvage & Re-install Existing Marble Panels	0.000	0.00	0.00	0.00	0.00	51,463.00	51,463.00	25,731.50	0.00	0.00	25,731.50	50%	25,731.50	1,286.58
34.13	Wood Flooring	0.000	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.00
34.14	Resilient & Carpet Flooring	0.000	0.00	0.00	0.00	0.00	173,170.00	173,170.00	0.00	0.00	0.00	0.00	0%	173,170.00	0.00
34.15	Painting (SPD)	0.000	0.00	0.00	0.00	0.00	181,362.50	181,362.50	18,136.25	0.00	0.00	18,136.25	10%	163,226.25	906.81
34.16	Wallcovering (SPD)	0.000	0.00	0.00	0.00	0.00	53,637.50	53,637.50	5,363.75	0.00	0.00	5,363.75	10%	48,273.75	268.19
34.17	Floor Protection - Skudo / Ram	0.000	0.00	0.00	0.00	0.00	22,500.00	22,500.00	0.00	0.00	0.00	0.00	0%	22,500.00	0.00
34.0	Specialties & Equipment														
34.1	Signage	0.000	0.00	0.00	0.00	0.00	86,947.00	86,947.00	0.00	0.00	0.00	0.00	0%	86,947.00	0.00
34.2	Toilet Accessories	0.000	0.00	0.00	0.00	0.00	29,530.00	29,530.00	0.00	0.00	0.00	0.00	0%	29,530.00	0.00
34.3	Mobile Storage Shelving	0.000	0.00	0.00	0.00	0.00	89,823.00	89,823.00	0.00	0.00	0.00	0.00	0%	89,823.00	0.00
34.4	Bird Control Devices	0.000	0.00	0.00	0.00	0.00	3,450.00	3,450.00	0.00	0.00	0.00	0.00	0%	3,450.00	0.00
34.5	Tackboards & Tackboard Cabinets	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
34.6	Cash Drawer	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
34.7	Pedestrian Gates	0.000	0.00	0.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0%	2,000.00	0.00
34.8	Refrigerators	0.000	0.00	0.00	0.00	0.00	30,000.00	30,000.00	0.00	0.00	0.00	0.00	0%	30,000.00	0.00
34.9	Roller Window Shades	0.000	0.00	0.00	0.00	0.00	33,915.00	33,915.00	0.00	0.00	0.00	0.00	0%	33,915.00	0.00

CONTINUATION SHEET

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PERIOD TO: **7/31/2024**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
35.0	Conveying Systems														
35.1	Elevators	0.000	0.00	0.00	0.00	0.00	473,596.00	473,596.00	236,798.00	0.00	0.00	236,798.00	50%	236,798.00	11,839.90
36.0	Fire Protection System														
36.1	Fire Protection System	0.000	0.00	0.00	0.00	0.00	303,660.00	303,660.00	0.00	0.00	0.00	0.00	0%	303,660.00	0.00
37.0	Mechanical - Plumbing												14%		
37.1	Below slab Sanitary	0.000	0.00	0.00	0.00	0.00	98,064.00	98,064.00	98,064.00	0.00	0.00	98,064.00	100%	0.00	4,903.20
37.2	Below slab Storm	0.000	0.00	0.00	0.00	0.00	9,040.00	9,040.00	9,040.00	0.00	0.00	9,040.00	100%	0.00	452.00
37.3	Above slab Sanitary	0.000	0.00	0.00	0.00	0.00	163,671.00	163,671.00	0.00	8,183.55	0.00	8,183.55	5%	155,487.45	409.18
37.4	Above slab Storm	0.000	0.00	0.00	0.00	0.00	142,079.00	142,079.00	0.00	7,103.95	0.00	7,103.95	5%	134,975.05	355.20
37.5	Domestic Water	0.000	0.00	0.00	0.00	0.00	246,863.00	246,863.00	0.00	0.00	0.00	0.00	0%	246,863.00	0.00
37.6	Natural Gas	0.000	0.00	0.00	0.00	0.00	54,981.00	54,981.00	0.00	0.00	0.00	0.00	0%	54,981.00	0.00
37.7	Drains & Cleanouts	0.000	0.00	0.00	0.00	0.00	50,679.00	50,679.00	12,669.75	22,805.55	0.00	35,475.30	70%	15,203.70	1,773.77
37.8	Carriers	0.000	0.00	0.00	0.00	0.00	7,606.00	7,606.00	0.00	0.00	0.00	0.00	0%	7,606.00	0.00
37.9	Fixtures & punchlist	0.000	0.00	0.00	0.00	0.00	107,044.00	107,044.00	0.00	0.00	0.00	0.00	0%	107,044.00	0.00
37.10	Plumbing Equipment	0.000	0.00	0.00	0.00	0.00	206,802.00	206,802.00	0.00	0.00	0.00	0.00	0%	206,802.00	0.00
37.11	Insulation Sub	0.000	0.00	0.00	0.00	0.00	50,400.00	50,400.00	0.00	0.00	0.00	0.00	0%	50,400.00	0.00
38.0	Mechanical - HVAC												48%		
38.1	HVAC (DerryBerry)	0.000	0.00	0.00	0.00	0.00	139,661.00	139,661.00	6,983.05	6,983.05	0.00	13,966.10	10%	125,694.90	698.31
38.2	Sheet Metal (DerryBerry)	0.000	0.00	0.00	0.00	0.00	744,936.00	744,936.00	44,696.16	37,246.80	0.00	81,942.96	11%	662,993.04	4,097.15
38.3	HVAC Controls (DerryBerry)	0.000	0.00	0.00	0.00	0.00	212,311.00	212,311.00	31,846.65	38,215.98	0.00	70,062.63	33%	142,248.37	3,503.13
38.4	VAVs (DerryBerry)	0.000	0.00	0.00	0.00	0.00	394,120.00	394,120.00	19,706.00	275,884.00	0.00	295,590.00	75%	98,530.00	14,779.50
38.5	RTU's (DerryBerry)	0.000	0.00	0.00	0.00	0.00	648,172.00	648,172.00	583,354.80	19,445.16	0.00	602,799.96	93%	45,372.04	30,140.00
38.6	Testing, Adjusting, & Balancing (DerryBerry)	0.000	0.00	0.00	0.00	0.00	67,300.00	67,300.00	3,365.00	0.00	0.00	3,365.00	5%	63,935.00	168.25
39.0	Electrical Systems												68%		
39.01	Move-in, Supervision, Site Power	0.000	0.00	0.00	0.00	0.00	146,377.00	146,377.00	80,507.35	14,637.70	0.00	95,145.05	65%	51,231.95	4,757.25
39.02	Switchgear	0.000	0.00	0.00	0.00	0.00	200,267.00	200,267.00	70,093.45	0.00	0.00	70,093.45	35%	130,173.55	3,504.67
39.03	EMT/BXS/Fittings	0.000	0.00	0.00	0.00	0.00	374,082.00	374,082.00	74,816.40	63,593.94	0.00	138,410.34	37%	235,671.66	6,920.52
39.04	Wire	0.000	0.00	0.00	0.00	0.00	234,022.00	234,022.00	23,402.20	0.00	0.00	23,402.20	10%	210,619.80	1,170.11
39.05	Light Fixtures	0.000	0.00	0.00	0.00	0.00	574,742.00	574,742.00	0.00	0.00	0.00	0.00	0%	574,742.00	0.00
39.06	Lighting Protection	0.000	0.00	0.00	0.00	0.00	152,022.00	152,022.00	15,202.20	0.00	0.00	15,202.20	10%	136,819.80	760.11
39.07	Emergency Power	0.000	0.00	0.00	0.00	0.00	245,888.00	245,888.00	0.00	0.00	0.00	0.00	0%	245,888.00	0.00
40.0	Low Voltage Systems												4%		
40.1	Communications	0.000	0.00	0.00	0.00	0.00	272,267.00	272,267.00	0.00	0.00	0.00	0.00	0%	272,267.00	0.00
40.2	Audio, Video & Room Control Systems (AVI-SPL)	0.000	0.00	0.00	0.00	0.00	459,198.00	459,198.00	45,919.80	0.00	0.00	45,919.80	10%	413,278.20	2,295.99
40.3	Access Control & Video Management Systems	0.000	0.00	0.00	0.00	0.00	469,262.00	469,262.00	0.00	0.00	0.00	0.00	0%	469,262.00	0.00
41.0	Life Safety Systems														
41.1	Fire Alarm	0.000	0.00	0.00	0.00	0.00	79,194.00	79,194.00	7,919.40	3,959.70	0.00	11,879.10	15%	67,314.90	593.96
42.0	Allowances & Contingencies												4%		
42.10	Remaining Owner Contingency	0.000	0.00	0.00	0.00	0.00	788,741.18	788,741.18	0.00	0.00	0.00	0.00	0%	788,741.18	0.00
42.11	ALLW #02 Additional signage at the Tax Office	0.000	0.00	0.00	0.00	0.00	2,092.14	2,092.14	2,092.14	0.00	0.00	2,092.14	100%	0.00	104.61
42.12	ALLW #10 Additional Flagpole	0.000	0.00	0.00	0.00	0.00	5,300.00	5,300.00	530.00	0.00	0.00	530.00	10%	4,770.00	26.50
42.13	ALLW #11 ASI #1 - Dias Elevation Change	0.000	0.00	0.00	0.00	0.00	12,270.00	12,270.00	0.00	0.00	0.00	0.00	0%	12,270.00	0.00
42.14	ALLW #15 RFI #70 - Additional Terrazzo	0.000	0.00	0.00	0.00	0.00	43,723.00	43,723.00	0.00	0.00	0.00	0.00	0%	43,723.00	0.00
42.15	ALLW #16 Controls at (4) County Buildings	0.000	0.00	0.00	0.00	0.00	57,118.00	57,118.00	14,850.68	0.00	0.00	14,850.68	26%	42,267.32	742.53

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42.16	ALLW #17 ASI #2 Roller Shades & Deal Trays	0.00	0.00	0.00	0.00	0.00	5,618.00	5,618.00	0.00	0.00	0.00	0.00	0%	5,618.00	0.00
42.17	ALLW #18 RFI #67 Restroom Buildout	0.00	0.00	0.00	0.00	0.00	101,304.00	101,304.00	0.00	0.00	0.00	0.00	0%	101,304.00	0.00
42.18	ALLW #20 RFI #60- Add redundancy fiber conduit	0.00	0.00	0.00	0.00	0.00	37,600.00	37,600.00	18,800.00	0.00	0.00	18,800.00	50%	18,800.00	940.00
42.19	ALLW #25 ASI #3 Ground Transformer	0.00	0.00	0.00	0.00	0.00	209,150.00	209,150.00	0.00	0.00	0.00	0.00	0%	209,150.00	0.00
42.20	ALLW #26 Added Tstats at Community Center	0.00	0.00	0.00	0.00	0.00	4,153.68	4,153.68	0.00	0.00	0.00	0.00	0%	4,153.68	0.00
42.21	ALLW #29 ASI #5 Added terrazzo county seal	0.00	0.00	0.00	0.00	0.00	32,015.00	32,015.00	0.00	0.00	0.00	0.00	0%	32,015.00	0.00
42.22		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.50	Remaining Design/Builder Contingency	0.00	0.00	0.00	0.00	0.00	603,157.76	603,157.76	0.00	0.00	0.00	0.00	0%	603,157.76	0.00
42.51	ALLW #21 RFI #42 - Lobby Window Discrepancy	0.00	0.00	0.00	0.00	0.00	1,288.00	1,288.00	0.00	0.00	0.00	0.00	0%	1,288.00	0.00
42.52	ALLW #22 ASI #2 - Revised diss & plumbing	0.00	0.00	0.00	0.00	0.00	62,015.00	62,015.00	0.00	0.00	0.00	0.00	0%	62,015.00	0.00
42.53	ALLW #23 ASI #3 oil seperator & roof drains changes	0.00	0.00	0.00	0.00	0.00	52,023.00	52,023.00	20,809.20	2,601.15	0.00	23,410.35	45%	28,612.65	1,170.52
42.54	ALLW #24 RFI #27 - Door Hardware Changes	0.00	0.00	0.00	0.00	0.00	38,216.00	38,216.00	0.00	0.00	0.00	0.00	0%	38,216.00	0.00
42.55	ALLW #27 ASI #4 Add wood trim around columns	0.00	0.00	0.00	0.00	0.00	34,623.00	34,623.00	0.00	0.00	0.00	0.00	0%	34,623.00	0.00
42.56	ALLW #28 ASI #5 Enlarged Site Ramps	0.00	0.00	0.00	0.00	0.00	46,598.28	46,598.28	0.00	0.00	0.00	0.00	0%	46,598.28	0.00
42.57	ALLW #31 RFI #31 VAV Clarification	0.00	0.00	0.00	0.00	0.00	6,479.96	6,479.96	0.00	0.00	0.00	0.00	0%	6,479.96	0.00
42.58	ALLW #32 Storefront changes @ elevations B,D, & E	0.00	0.00	0.00	0.00	0.00	40,000.00	40,000.00	0.00	0.00	0.00	0.00	0%	40,000.00	0.00
42.59	ALLW #33 Temp sidewalks	0.00	0.00	0.00	0.00	0.00	8,720.00	8,720.00	0.00	0.00	0.00	0.00	0%	8,720.00	0.00
42.60		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.100	Remaining County Seal Allowance	0.00	0.00	0.00	0.00	0.00	14,012.00	14,012.00	0.00	0.00	0.00	0.00	0%	14,012.00	0.00
42.101	ALLW #30 County Seal, Cast Bronze	0.00	0.00	0.00	0.00	0.00	35,988.00	35,988.00	0.00	0.00	0.00	0.00	0%	35,988.00	0.00
42.110	Asbestos Abatement Allowance	0.00	0.00	0.00	0.00	0.00	50,223.00	50,223.00	0.00	0.00	0.00	0.00	0%	50,223.00	0.00
42.111	ALLW #01 Abatement of roof flashing	0.00	0.00	0.00	0.00	0.00	0.00	14,470.00	14,470.00	0.00	0.00	14,470.00	100%	0.00	723.50
42.112	ALLW #12 - Additional Air Monitoring	0.00	0.00	0.00	0.00	0.00	7,000.00	7,000.00	7,000.00	0.00	0.00	7,000.00	100%	0.00	350.00
42.113	ALLW #19 - Owner Notification Fee	0.00	0.00	0.00	0.00	0.00	3,307.00	3,307.00	3,307.00	0.00	0.00	3,307.00	100%	0.00	165.35
42.114		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.120	Remaining Existing Foundation Conflict	0.00	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
42.121		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.130	Remaining Overhead Support for Cleaning	0.00	0.00	0.00	0.00	0.00	20,000.00	20,000.00	0.00	0.00	0.00	0.00	0%	20,000.00	0.00
42.131		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.140	Remaining Mock-up Allowance	0.00	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
42.141		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.150	Remaining Decorative Bollard Allowance	0.00	0.00	0.00	0.00	0.00	-6,400.00	-6,400.00	0.00	0.00	0.00	0.00	0%	-6,400.00	0.00
42.151	ALLW #3 Contract Decorative Bollards	0.00	0.00	0.00	0.00	0.00	29,400.00	29,400.00	2,940.00	0.00	0.00	2,940.00	10%	26,460.00	147.00
42.160	Remaining Permit Comment	0.00	0.00	0.00	0.00	0.00	59,053.00	59,053.00	0.00	0.00	0.00	0.00	0%	59,053.00	0.00
42.161	ALLW #13 = ASI 1 Changes per City (Civil)	0.00	0.00	0.00	0.00	0.00	40,947.00	40,947.00	30,710.25	2,866.29	0.00	33,576.54	82%	7,370.46	1,678.83
42.162		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.170	Remaining Relocate Memorial Tree	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.171	Contract Reallocate, store, maintain, and replant	0.00	0.00	0.00	0.00	0.00	10,000.00	10,000.00	5,000.00	0.00	0.00	5,000.00	50%	5,000.00	250.00
42.180	Remaining Water Meter / Backflow	0.00	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
42.181		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.190	Remaining Paving repairs Allowance	0.00	0.00	0.00	0.00	0.00	213,050.00	213,050.00	0.00	0.00	0.00	0.00	0%	213,050.00	0.00
42.191		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.200	Remaining DAS / ERRCS Allowance	0.00	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.00
42.201		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00

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42.210	Remaining DAS / Cellular System	0.000	0.00	0.00	0.00	0.00	185,271.00	185,271.00	0.00	0.00	0.00	0.00	0%	185,271.00	0.00
42.211		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
43.0	Change Orders to Exhibit F														
43.1	Change Order No. 1	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	NEW COURTHOUSE TOTALS	1,273,310.000	1,130,528.00	2,403,838.00	0.00	2,403,838.00	38,625,292.00	41,043,600.00	**11,950,427.97**	**1,271,613.12**	**0.00**	**13,222,041.08**	**32%**	**27,821,558.92**	**362,034.80**
	Contract Total	1,273,310.000	1,315,059.00	2,588,369.00	2,195,094.95	4,783,463.95	38,625,292.00	43,423,225.95	14,328,303.92	1,271,613.12	0.00	15,599,917.03	36%	27,823,308.92	362,034.80

SEDALCO
CONSTRUCTION SERVICES

Waller County Design Build Overview

Date: 7/29/2024

Description	Original Contract Amount In Exhibit A 5/12/2021	Amount Added In Exhibit B 5/2/2022	Total Through Exhibit B	Amount Added In Exhibit C 2/6/2023	Total Through Exhibit C	Amount Added In Exhibit D 4/26/2023	Total Through Exhibit D	Amount Added In Exhibit E 5/17/2023	Total Through Exhibit E	Amount Added In Swing Space Change Order # 001 8/2/2023	Total Through Swing Space Change Order # 001	Amount Added In Swing Space Change Order # 002 9/18/2023	Total Through Swing Space Change Order # 002	Amount Added In Exhibit F 10/4/2023	Total Through Exhibit F	Amount Added In Exhibit G 11/17/2023	Total Through Exhibit G	Amount Added In Swing Space Change Order # 003 3/6/2024	Total Through Swing Space Change Order # 003
Programming, Pre-Schematic, & Assessments																			
Programming, Pre-Schematic, & Assessments Costs	$358,353.62	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROGRAMMING & ASSESSMENTS TOTAL	**$358,353.62**	**$0.00**	**$358,353.62**	**$0.00**	**$358,353.62**	**$0.00**	**$358,353.62**	**$0.00**	**$358,353.62**	**$0.00**	**$358,353.62**	**$0.00**	**$358,353.62**	**$0.00**	**$358,353.62**	**$0.00**	**$358,353.62**	**$0.00**	**$358,353.62**
Maintenance Node																			
Maintenance Node Design Services	$0.00	$970,500.00	$970,500.00	($114,476.00)	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00
Maintenance Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Maintenance Node Total	**$0.00**	**$970,500.00**	**$970,500.00**	**($114,476.00)**	**$856,024.00**	**$0.00**	**$856,024.00**	**$0.00**	**$856,024.00**	**$0.00**	**$856,024.00**	**$0.00**	**$856,024.00**	**$0.00**	**$856,024.00**	**$0.00**	**$856,024.00**	**$0.00**	**$856,024.00**
BUSINESS NODE																			
Courthouse Design Services	$0.00	$1,273,310.00	$1,273,310.00	$1,130,528.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00
Courthouse Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,639,762.00	$38,639,762.00	$0.00	$38,639,762.00	$0.00	$0.00
Courthouse Total	*$0.00*	*$1,273,310.00*	*$1,273,310.00*	*$1,130,528.00*	*$2,403,838.00*	*$0.00*	*$2,403,838.00*	*$0.00*	*$2,403,838.00*	*$0.00*	*$2,403,838.00*	*$0.00*	*$2,403,838.00*	*$38,639,762.00*	*$41,043,600.00*	*$0.00*	*$41,043,600.00*	*$0.00*	*$41,043,600.00*
Swing Space Design Services	$0.00	$0.00	$0.00	$184,531.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00
Swing Space Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,825,812.00	$1,825,812.00	$0.00	$1,825,812.00	$0.00	$1,825,812.00	$0.00	$1,825,812.00	$0.00	$1,825,812.00	$0.00	$1,825,812.00
Swing Space Change Order # 001	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122,435.85	$122,435.85	$0.00	$122,435.85	$0.00	$122,435.85	$0.00	$122,435.85	$0.00	$122,435.85
Swing Space Change Order # 002	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$233,968.97	$233,968.97	$0.00	$233,968.97	$0.00	$233,968.97	$0.00	$233,968.97
Swing Space Change Order # 003	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,878.13	$12,878.13
Swing Space Total	*$0.00*	*$0.00*	*$0.00*	*$184,531.00*	*$184,531.00*	*$0.00*	*$184,531.00*	*$1,825,812.00*	*$2,010,343.00*	*$122,435.85*	*$2,132,778.85*	*$233,968.97*	*$2,366,747.82*	*$0.00*	*$2,366,747.82*	*$0.00*	*$2,366,747.82*	*$12,878.13*	*$2,379,625.95*
Business Node Totals	**$0.00**	**$1,273,310.00**	**$1,273,310.00**	**$1,315,059.00**	**$2,588,369.00**	**$0.00**	**$2,588,369.00**	**$1,825,812.00**	**$4,414,181.00**	**$122,435.85**	**$4,536,616.85**	**$233,968.97**	**$4,770,585.82**	**$38,639,762.00**	**$43,410,347.82**	**$0.00**	**$43,410,347.82**	**$12,878.13**	**$43,423,225.95**
Judicial Node																			
Justice Tower Design Services	$0.00	$3,572,550.00	$3,572,550.00	$2,015,777.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00
Justin Tower Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Judicial Node Total	**$0.00**	**$3,572,550.00**	**$3,572,550.00**	**$2,015,777.00**	**$5,588,327.00**	**$0.00**	**$5,588,327.00**	**$0.00**	**$5,588,327.00**	**$0.00**	**$5,588,327.00**	**$0.00**	**$5,588,327.00**	**$0.00**	**$5,588,327.00**	**$0.00**	**$5,588,327.00**	**$0.00**	**$5,588,327.00**
Macerator, Hoist, & Valve																			
Macerator, Hoist, & Valve Design Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Macerator, Hoist, & Valve Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$264,316.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00
Macerator, Hoist, & Valve Totals	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$264,316.00**	**$264,316.00**	**$0.00**	**$264,316.00**	**$0.00**	**$264,316.00**	**$0.00**	**$264,316.00**	**$0.00**	**$264,316.00**	**$0.00**	**$264,316.00**	**$0.00**	**$264,316.00**
506 Upgrades & Modular Building																			
506 Upgrades & Modular Building Design Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$230,921.00	$230,921.00	$0.00	$230,921.00
507 Upgrades & Modular Building Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
506 Upgrades & Modular Building Totals	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$230,921.00**	**$230,921.00**	**$0.00**	**$230,921.00**
Design Build Contract Total	**$358,353.62**	**$5,816,360.00**	**$6,174,713.62**	**$3,216,360.00**	**$9,391,073.62**	**$264,316.00**	**$9,655,389.62**	**$1,825,812.00**	**$11,481,201.62**	**$122,435.85**	**$11,603,637.47**	**$233,968.97**	**$11,837,606.44**	**$38,639,762.00**	**$50,477,368.44**	**$230,921.00**	**$50,708,289.44**	**$12,878.13**	**$50,721,167.57**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12464

To Owner: Waller County
836 Austin Street, Suite 103
Hempstead, TX 77445

Project: 23543. Waller County 506 Upgrades & Modular Building

Application No.: 5

Period To: 7/31/2024

Distribution to:
- Owner
- Architect
- Contractor

From Contractor: SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth, TX 76137

Via Architect: Brinkley Sargent Wiginton Arch

Project Nos: TBD

Contract For: New Construction

Contract Date: 11/7/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum		$230,921.00
2. Net Change By Change Order		$0.00
3. Contract Sum To Date		$230,921.00
4. Total Completed and Stored To Date		$107,472.20
5. Retainage:		
a. 0.00% of Completed Work	$0.00	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$0.00
6. Total Earned Less Retainage		$107,472.20
7. Less Previous Certificates For Payments		$89,648.57
8. Current Payment Due		$17,823.63
9. Balance To Finish, Plus Retainage		$123,448.80

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
Net Changes By Change Order	**$0.00**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SEDALCO, INC.

By: _____ Date: 7/30/24

State of: Texas
Subscribed and sworn to before me this 30th day of July 2024
Notary Public: Stephanie Castro
My Commission expires: 12/26/27

County of: Tarrant

STEPHANIE CASTRO
Notary Public
STATE OF TEXAS
Notary ID # 134690397
My Comm. Exp. December 26, 2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $17,823.63

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 5
Application Date : 07/30/24
To: 07/31/24
Architect's Project No.: TBD

Invoice # : 12464 **Contract :** 23543. Waller County 506 Upgrades & Modular Building

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)			
1	BSW Design Fees	203,800.00	82,647.50	16,090.00	0.00	98,737.50	48.45%	105,062.50	0.00
2	506 Reimbursable Allowance (per Exhibit J)	10,000.00	57.62	116.58	0.00	174.20	1.74%	9,825.80	0.00
3	Preconstruction Services (per Exhibit G)	7,500.00	3,041.25	708.75	0.00	3,750.00	50.00%	3,750.00	0.00
4	OH&P	9,621.00	3,902.20	908.30	0.00	4,810.50	50.00%	4,810.50	0.00
5	Construction	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Grand Totals	**230,921.00**	**89,648.57**	**17,823.63**	**0.00**	**107,472.20**	**46.54%**	**123,448.80**	**0.00**

WALLER COUNTY
2025 HOLIDAY SCHEDULE

NEW YEARS DAY	**WEDNESDAY, JANUARY 1**
MARTIN LUTHER KING DAY	**MONDAY, JANUARY 20**
PRESIDENT'S DAY	**MONDAY, FEBRUARY 17**
GOOD FRIDAY	**FRIDAY, APRIL 18**
MEMORIAL DAY	**MONDAY, MAY 26**
JUNETEENTH	**THURSDAY, JUNE 19**
INDEPENDENCE DAY	**FRIDAY, JULY 4**
LABOR DAY	**MONDAY, SEPTEMBER 1**
COUNTY FAIR HOLIDAY	**FRIDAY, OCTOBER 3**
VETERANS DAY	**TUESDAY, NOVEMBER 11**
THANKSGIVING	**THURSDAY, NOVEMBER 27** **FRIDAY, NOVEMBER 28**
CHRISTMAS	**WEDNESDAY, DECEMBER 24** **THURSDAY, DECEMBER 25**
NEW YEARS EVE	**WEDNESDAY, DECEMBER 31**

Texas Department of Motor Vehicles

Imposition of Optional Fees
Calendar Year (CY) 2025

INSTRUCTIONS: All counties must complete and return this form to the TxDMV via email at: *DMV_OptionalCountyFeeUpdates@TxDMV.gov*

Please submit at your earliest convenience, but no later than **September 1, 2024**.

COUNTY NAME: Waller County

SELECT ONLY ONE OPTION BELOW:

☑ **OPTION A – No change. This county will charge the same fees in CY 2025.** STOP

Submit this form to TxDMV. A copy of a commissioners court order is NOT required.

OR

☐ **OPTION B – The commissioners court has approved fee changes for CY 2025.**

Enter amounts for each fee, even those that did not change. Enter zero (0), if necessary.

CY 2025 fees to be collected by your county:

Road and Bridge Fee:	$ _____
Child Safety Fee:	$ _____
Transportation Project Fee (applicable to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties only):	$ _____
Total fee amount to be collected in CY 2025:	**$ _____**

For OPTION B, submit this form and a copy of the commissioners court order to TxDMV.

We appreciate your response. Thank you.

APRIL 2024

Unclaimed Property Capital Credits for Counties

GLENN HEGAR
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

FOR MORE INFORMATION, VISIT OUR WEBSITE AT
comptroller.texas.gov

FOR INFORMATION ON UNCLAIMED PROPERTY, SEE
comptroller.texas.gov/up

In conjunction with Local Government Code, Section 381.004, Texas Property Code, Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.

What are unclaimed capital credits?

Electric cooperatives that have lost contact with a previous customer sometimes report capital credits to the Comptroller's office as unclaimed property. Texas law allows counties to claim a portion of unclaimed capital credits originating from their county and use them for specific programs.

How are funds divided among counties?

- Electric cooperatives report unclaimed capital credits and the county of service from which they originated.
- Electric Cooperatives must use the numeric Federal Information Processing Standard (FIPS) county code of the service address. This code must be entered in the country code field of the remittance report.
- A county may or may not receive funds in a given year.

Who qualifies?

- Any county can request a portion of these funds.
- The county must follow instructions in Local Government Code, Section 381.004 to request funds.
- The commissioners court is the primary governing body and ultimate decision-making authority on the legitimacy of fund requests.

General uses of capital credits

The county commissioners court may use capital credits to develop and administer a program:*

- for state or local economic development.
- for small or disadvantaged business development.
- to stimulate, encourage and develop business location and commercial activity in the county.
- to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors and businesses.
- to improve the extent to which women and minority businesses are awarded county contracts.
- to support comprehensive literacy programs that benefit county residents.
- for the encouragement, promotion, improvement and application of the arts
- to support a children's advocacy center

* Review Local Government Code, Section 381.004 before starting a program.

For questions on Capital Credits, contact our Holder Education and Reporting section at up.holder@cpa.texas.gov or 800-321-2274, option 2.

UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES

How to request capital credits

The county judge and/or commissioners court must complete and submit the **form below.**

- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court. Funds will be paid directly to the court.

COUNTY REQUEST FOR CAPITAL CREDITS

County Name WALLER County FEIN 74-6001079

Authorized by ☑ Judge ☐ Commissioners Court

Name of County Judge CARBETT "TREY" J. DUHON III Approved Date 8-1-24

SEND THE REQUESTED FUNDS TO:

Address 425 FM 1488, STE 106 City HEMPSTEAD State TX Zip 77445

I acknowledge that the purpose of the funds complies with provisions of Texas Local Government Code, Section 381.004.

Name (printed) CARBETT "TREY" J. DUHON III Title County Judge

Signature _____ Date 8-1-24

Email Address t.duhon@wallercounty.us Phone 979-826-7700

Submit signed and completed form by either mail, email or fax by July 31, 2024.

Mail Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Education and Reporting section
P.O. Box 12019
Austin, Texas 78711-2019

Email up.holder@cpa.texas.gov
Fax 512-463-3569

FOR COMPTROLLER'S USE ONLY: We are authorized to release 60 % of the total amount available to your county. We will send a $ 1,310.58 payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provisions of Texas Local Government Code, Section 381.004.

Comptroller's Representative Irina Keenan Date 08/06/2024

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered. It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling **800-252-1382**, or by sending a fax to **512-475-0900**.

REAL ESTATE CONTRACT OF SALE

THIS REAL ESTATE CONTRACT OF SALE ("**Contract**") is entered into by and between WALLER COUNTY, TEXAS ("**Purchaser**"), and Heather D. Hess McHugh, Independent Administrator for the Estate of Robert McDaniel Hess ("**Seller**").

WITNESSETH:

FOR AND IN CONSIDERATION of the promises, undertakings, and mutual covenants of the parties herein set forth, and subject to the terms, conditions and provisions hereof, Seller hereby agrees to sell and Purchaser hereby agrees to purchase and pay for all that certain property hereinafter described in accordance with the following terms, conditions and provisions:

1. Seller. Heather D. Hess McHugh is the Independent Administrator for the Estate of Robert McDaniel Hess. Heather D. Hess McHugh and Jason C. Hess are the sole heirs of the estate.

2. Property. The property to be conveyed by Seller to Purchaser at Closing shall be comprised of the following:

> An approximately 1.243 acre tract of land, more or less, located in the Justo Liendo Survey, Abstract 41, City of Hempstead, Waller County, Texas and being the same property described in Deed dated August 8, 2019, executed by Charles M. Hill, Director of Concrete Specialized Technical Services, Inc., to the Robert McDaniel Hess Revocable Living Trust, recorded through instrument number 1906583, Official Records of Waller County, Texas, and being more commonly known as 425 Business 290 E., Hempstead, Texas 77445 (the "**Land**") together with any and all improvements situated on the Land (the "**Improvements**"); and all right, title and interest of Sellers, if any, in and to any and all appurtenances, strips or gores, roads, easements, streets, and rights-of-way bounding the Land; all utility capacity, water rights, licenses, permits, entitlements, and bonds, if any, and all other rights and benefits attributable to the Land; and all rights of ingress and egress thereto (collectively, the "**Additional Interests**").

The Land, Improvements, and any Additional Interests described in the preceding paragraph are hereinafter collectively called the "**Property**."

3. Purchase Price. The purchase price ("**Purchase Price**") to be paid by Purchaser to Seller for the Property shall be Eight Hundred Fifty Thousand Dollars ($850,000.00).

4. Earnest Money. For purposes of this Contract, the parties agree no earnest money is required.

5. Personal Property. Seller must remove all personal property from the Property within 45 days 90 (HM) from the date of closing.

6. Due Diligence Documents. The following documents shall be delivered to or obtained by Purchaser, as applicable, within the time periods specified:

(a) Title Commitment. Within fifteen (15) days following the Effective Date, Seller shall obtain a current commitment by a title company (the "**Title Commitment**") covering the Property for the issuance of an owner's policy of title insurance to the Purchaser, together with good and legible copies of all documents constituting exceptions to Seller's title as reflected in the Title Commitment.

(b) Documents. Within fifteen (15) days following the Effective Date, Seller shall deliver to Purchaser copies of all documents in Seller's possession pertaining to the development, ownership, or operation of the Property, including but not limited to, any existing survey(s) of the Property, soils reports; feasibility studies; environmental reports, studies, tests, data, assessments, and notices; any documentation regarding water, sanitary sewer, gas and other utilities serving the Property; utility information pertaining to the Property; and engineering studies and plans (collectively, the "**Documents**").

(c) Review of Title, Survey and Documents. Purchaser shall have until 7:00 p.m. local time on that date that is fifteen (15) days following Purchaser's receipt of the Title Commitment and Survey, whichever is received later ("**Approval Period**"), to review and approve the matters reflected in the Title Commitment and Survey. If Purchaser determines that the Title Commitment, Survey and/or Documents reflect or disclose any defect, exception or other matter affecting the Property that is unacceptable to Purchaser, in Purchaser's sole discretion, then Purchaser may notify Seller of Purchaser's objections prior to the expiration of the Approval Period ("**Objection Notice**"). If Seller fails or is unable to cure Purchaser's objections within ten (10) days following Seller's receipt of the Objection Notice, Purchaser shall be entitled, as its sole and exclusive remedy, to terminate this Contract by providing written notice of termination to Seller within ten (10) days following the expiration of Seller's 10-day cure period, whereupon this Contract shall be terminated and neither party shall have any further rights or liabilities hereunder. If Purchaser shall fail to terminate this Contract within such10-day period, Purchaser shall be deemed to have approved and waived any objection to the matters contained in the Title Commitment, Survey and Documents. All matters shown under the Title Commitment and by the Survey to which Purchaser has not objected or Purchaser has waived shall be considered to be "**Permitted Exceptions.**" Notwithstanding the foregoing, under no circumstances shall Purchaser be required to object to any existing liens reflected in the Title Commitment or other matters shown on therein, all of which (except for the lien or liens for taxes not yet due and payable) shall be released or satisfied by Seller at its expense prior to Closing.

7. Representations, Warranties and Covenants of Seller. Seller represents and warrants to Purchaser that Seller presently has and will have at Closing record title to the Property, and that at Closing, such title shall be free and clear of all liens, encumbrances, covenants, restrictions, rights-of-way, easements, leases and other matters affecting title except for the Permitted Exceptions.

Seller further covenants and agrees with Purchaser that, from the date hereof until Closing, Seller shall not sell, assign or convey any right, title or interest whatsoever in or to the Property, or create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property (other than the Permitted Exceptions) without promptly discharging the same prior to Closing.

Seller hereby further represents and warrants to Purchaser as follows:

(a) No Actions. There are no actions, suits or proceedings pending or threatened against Seller or otherwise affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(b) Authority. The execution by Seller of this Contract and the consummation by Seller of the sale contemplated hereby have been duly authorized, and do not, and, at the

Closing Date, will not, result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement, instrument or obligation to which Seller is a party or by which the Property or any portion thereof is bound.

(c) Continued Maintenance. From the date of execution of this Contract through the date of Closing, Seller shall continue to maintain the Property in its present condition.

(d) Leases. From the date of execution of this Contract through the date of Closing, Seller will not enter into any lease of any portion of the Property, and no leases affect the Property as of the date of this Contract and none will affect the Property at Closing.

(e) No Agreements. From the date of execution of this Contract through the date of Closing, Seller will not enter into any oral or written agreements affecting the Property which might become binding on Purchaser or the Property at or after Closing.

(f) Compliance with Laws. To the best knowledge of Seller, the Property complies with all applicable laws and ordinances, and the present maintenance, operation and use of the Property does not violate any environmental, zoning, subdivision, building or similar law, ordinance, code, regulation or governmental permit affecting the Property.

(g) Condemnation. There are no pending or threatened condemnations or similar proceedings affecting the Property.

All of the representations and warranties contained in this paragraph 6 are made by Seller both as of the date hereof and as of the date of the Closing hereunder.

8. Closing. The closing ("**Closing**") hereunder shall take place at the offices of the Title Company on a date ("**Closing Date**") agreed to by both Seller and Purchaser, unless Purchaser terminates this Contract prior to such expiration as hereinabove provided.

9. Seller's Obligations at Closing. At the Closing, Seller shall furnish or deliver to Purchaser the following:

(a) Deed. A special warranty deed covering the Property, duly signed and acknowledged by Seller ("**Deed**"), which shall convey to Purchaser good and indefeasible fee simple title to the Property free and clear of all liens, rights-of-way, easements, leases, and other matters affecting title to the Property except for the Permitted Exceptions.

(b) Evidence of Authority. Such evidence or other documents as may be reasonably required by Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property.

(c) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

10. Purchaser's Obligations at Closing. At the Closing, Purchaser shall deliver to Seller, at Purchaser's sole cost and expense, the following:

(a) Purchase Price. The Purchase Price.

(b) Other Documents. Such other documents as the Title Company may reasonably require to consummate this transaction.

(c) Evidence of Authority. Such evidence or other documents that may be reasonably required by Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the purchase of the Property.

11. Costs and Adjustments.

(a) Taxes and Closing Costs. All ad valorem taxes levied or assessed against the Property by the city, county, state or other taxing authority shall be prorated between Purchaser and Seller on the basis of the latest available tax assessments. The apportionment of taxes shall be upon the basis of the tax rate for the last preceding year (if the current years statements are not available) applied to the latest assessed valuation, and adjustments in the prorations shall be made if necessary upon receipt of the tax statements for the year of Closing, and both parties agree that payment of the amount of such adjustments shall be made within thirty (30) days of receipt of such tax statements for the year of Closing. Purchaser is a tax-exempt entity and shall not be charged for its pro-rata share of the taxes.

(b) Other Income and Expenses. All other income and ordinary operating expenses for or pertaining to the Property, including, but not limited to, public utility charges, maintenance and service charges and all other normal operating charges of the Property shall be prorated as of the Closing Date; provided that Purchaser shall not be obligated for payments under any management, service or other contractual agreements affecting the Property and the same shall be terminated prior to Closing unless Purchaser expressly elects to assume the same.

12. Notices. All notices, demands or other communications of any type given by the Seller to the Purchaser, or by the Purchaser to Seller, whether required by this Contract or in any way related to the transaction contracted for herein, shall be void and of no effect unless they are in writing and delivered to the other party in person, by overnight delivery service, facsimile with confirmed receipt, or by mail as a registered or certified item, return receipt requested. Notices delivered by mail shall be deemed given upon the date when deposited in a post office or other depository under the care or custody of the United States Postal Service. Notices shall be addressed as follows:

Purchaser: Waller County, Texas
Atten: Judge Trey Duhon
425 FM 1488, Suite 106
Hempstead, Texas 77445
(979) 826-7700
contracts@wallercounty.us

Seller: Heather D. Hess McHugh
Independent Administrator
for the Estate of Robert McDaniel Hess
8518 Forum Drive
Houston, Texas 77055

13. Remedies. In the event either party fails to timely comply with their obligations hereunder, the other party's sole and exclusive remedy is to terminate this Contract.

14. Access, Occupation, and Renovations. Immediately upon execution of this Contract by both Parties, Purchaser shall have exclusive access to the Property and may begin occupying and renovating the Property. Purchaser may have the Property inspected by inspectors selected by Purchaser to make inspections. HM

15. Specific Performance. The Parties agree and acknowledge that the Property is uniquely suited to Purchaser's current needs and that Purchaser will be investing a significant amount of time and money in renovating the Property upon execution of this Contract. Seller may not cancel the sale of the Property to Purchaser after signing this Contract. Purchaser may use all available remedies, including a suit for specific performance, to effectuate the sale and enforce Purchaser's rights under this Contract.

16. Miscellaneous.

(a) Interpretation and Applicable Law. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, and venue shall be in Waller County, Texas. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "successors and assigns" shall include the heirs, administrators, executors, successors and permitted assigns, as applicable, of any party hereto.

(b) Amendment. This Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions and obligations.

(c) Descriptive Headings. The descriptive headings of the several paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

(d) Entire Agreement. This Contract (and the items to be furnished in accordance herewith) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith, and are expressly superseded by and incorporated into this Contract.

(e) Multiple Originals and Counterparts. Numerous copies of this Contract may be executed by the parties hereto, either together or in counterparts. Each such executed copy or, if signed in counterparts, both such counterparts shall have the full force and effect of an original executed instrument.

(f) Real Estate Commission. Each party hereby represents and warrants that it has not entered into any agreements which could give rise to a real estate commission being owed as a result of this Contract.

(g) Effective Date. All references in this Contract to the "Effective Date", the "date hereof", or the "date of this Contract" shall mean the date upon which the Title Company acknowledges receipt of this Contract as set forth below.

(h) Legal Holidays. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Contract falls on a Saturday, Sunday, local, or federal legal holiday, then such date

EXECUTED on this 19 day of August 2024.

PURCHASER:

WALLER COUNTY, TEXAS

By: _____

Name: Carbett "Trey" J Duhon III

Title: Waller County Judge

EXECUTED on this 3 day of October 2024.

SELLER:

Heather D. Hess McHugh
Independent Administrator
for the Estate of Robert McDaniel Hess

By: Heather D. Hess McHugh

Name: Heather D. Hess McHugh

Title: Independent Administrator

HEIR:

Jason C. Hess

By: _____

Name: _____

Title: _____

RECEIPT OF ONE (1) EXECUTED COUNTERPART OF THIS CONTRACT IS HEREBY ACKNOWLEDGED: