

City of Killeen

Agenda

City Council

Tuesday, November 4, 2025

3:00 PM

City Hall
Council Chambers
101 N. College Street
Killeen, Texas 76541

Call to Order and Roll Call

☐ Debbie Nash-King, Mayor	☐ Jessica Gonzalez
☐ Ramon Alvarez	☐ Jose Segarra
☐ Anthony Kendrick	☐ Joseph Solomon
☐ Nina Cobb	☐ Riakos Adams

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations

1. [PR-25-024](#) 2025 Citizen Survey Results
2. [PR-25-025](#) Check presentation

Work Session

Discuss agenda items 3-13 for the November 4, 2025 Regular Session

Citizen Comments on Agenda Items

This section allows members of the public to address the Council regarding any item, other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up prior to the start of the Council meeting, may speak only one (1) time, and such address shall be limited to three (3) minutes. A timer will be placed so that the speaker and citizens can see it. A majority vote of the City Council is required for any time extensions. The Mayor and Councilmembers shall have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.

Regular Session

Consent Agenda

3. [MN-25-025](#) Consider Minutes of Regular City Council Meeting of September 16, 2025.
4. [MN-25-026](#) Consider Minutes of Special City Council Meeting of September 16, 2025.
5. [MN-25-027](#) Consider Minutes of Regular City Council Meeting of October 7, 2025.
6. [RS-25-176](#) Consider a memorandum/resolution awarding RFP 26-01, Parking Lot Management for Killeen Regional Airport to Premium Parking Service, LLC, for a Parking Lot Operator Service Agreement.
Attachments: [Agreement](#)
[Certificate of Interested Parties](#)
[Presentation](#)
7. [RS-25-177](#) Consider a memorandum/resolution authorizing the procurement of fleet parts for Fiscal Year 2026 from TNTX/Lonestar Truck Group and NAPA/Third Coast Distributors, in the amount of \$260,000.00, and tires through Southern Tire Mart, in the amount of \$210,000.00.
Attachments: [Contracts](#)
[Certificate of Interested Parties](#)
[Presentation](#)
8. [RS-25-178](#) Consider a memorandum/resolution approving the BuyBoard purchase of consumable medical supplies from Bound Tree and Henry Shein, in the combined amount of \$449,544.00.
Attachments: [BuyBoard Contracts](#)
[Contract Verifications](#)
[Certificates of Interested Parties](#)
[Presentation](#)
9. [RS-25-179](#) Consider a memorandum/resolution approving the purchase/repairs of portable radios and mobile radios from Dailey & Wells Communications Inc., in the amount of \$385,736.00.
Attachments: [Quotes](#)
[HGAC Contract](#)
[Contract Verification](#)
[Certificate of Interested Parties](#)
[Presentation](#)

10. [RS-25-180](#) Consider a memorandum/resolution approving the purchase of 24 cardiac monitors/defibrillators and associated accessories from Zoll Medical Corporation, in the amount of \$1,590,728.62.

Attachments: [Quote](#)

[Sourcewell Contract](#)

[Contract Verification](#)

[Certificate of Interested Parties](#)

[Presentation](#)

11. [RS-25-181](#) Consider a memorandum/resolution approving a firework display permit application for a firework display at the Killeen Municipal Court on December 5, 2025.

Attachments: [Application](#)

[Presentation](#)

Public Hearings

12. [PH-25-062](#) Hold a public hearing and consider an ordinance submitted by Theresa Lau on behalf of 440 Group, Ltd. (Case# Z25-28) to rezone approximately 0.04 acres out of Lot 4, Block 1 of the 440 Plaza Shopping Center addition, from "B-5" (Business District) to "B-5" (Business District) with a "CUP" (Conditional Use Permit) to allow for the sale of alcoholic beverages for on-premises consumption. The subject property is locally addressed as 1044 South Fort Hood Street, Killeen, Texas.

Attachments: [Maps](#)

[Site Photos](#)

[Minutes](#)

[Ordinance](#)

[Letter of Request](#)

[Responses](#)

[Presentation](#)

13. [PH-25-063](#) Hold a public hearing and consider an ordinance submitted by National Logistics Training Center, Inc., on behalf of the Catholic Diocese of Austin, (Case# Z25-29) to rezone approximately 14.751 acres, being Lot 11 of the Willie F. Stefek addition, and approximately 13.711 acres out of the G. W. Farris Survey, Abstract No. 306 from "R-1" (Single-Family Residential District) to "B-4" (Business District). The subject properties are locally addressed as 102, 108, and 110 West Elms Road, Killeen, Texas.

Attachments: [Maps](#)
[Site Photos](#)
[Minutes](#)
[Ordinance](#)
[Letter of Request](#)
[Response](#)
[Presentation](#)

Discussion Items

14. [DS-25-051](#) Discuss nominations and voting procedure for the entity appointed members of the Board of Directors of the Bell County Tax Appraisal District

Attachments: [Presentation](#)

Executive Session

15. [DS-25-052](#) Discuss duties and responsibilities of the City Manager

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on October 28, 2025.

Laura J. Calcote, City Secretary

The public is hereby informed that notices for City of Killeen meetings will no longer distinguish between matters to be discussed in open or closed session of a meeting. This practice is in accordance with rulings by the Texas Attorney General that, under the Texas Open Meetings Act, the City Council may convene a closed session to discuss any matter listed on the agenda, without prior or further notice, if the matter is one that the Open Meetings Act allows to be discussed in a closed session.

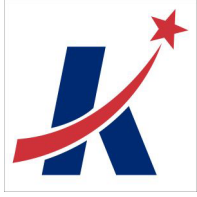
This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7717, City Secretary's Office, or TDD 1-800-734-2989.

Notice of Meetings

The Mayor and/or City Council have been invited to attend and/or participate in the following meetings/conferences/events. Although a quorum of the members of the City Council may or may not be available to attend this meeting, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. No official action will be taken by Council.

- *TML Annual Conference, October 29-31, 2025, Fort Worth Convention Center, 1201 Houston Street, Fort Worth, TX 76102*
- *Central Texas State Veterans Cemetery Groundbreaking Ceremony, October 30, 2025, 11:00 a.m., 11463 TX 195*
- *GKCC Military Relations Council - Annual Senior Command BBQ Social, October 30, 2025, 6:00 p.m., Big Hoss BBQ, 9502 E. Trimmier Road*
- *National League of Cities City Summit, November 19-22, 2025, Salt Palace Convention Center, 100 S W Temple St, Salt Lake City, UT 84101*
- *2025 City of Killeen Annual Christmas Parade, December 13, 2025, 6:00 p.m., Historic Downtown Killeen*

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City of Killeen

Staff Report

File Number: PR-25-024

2025 Citizen Survey Results



City of Killeen

Staff Report

File Number: PR-25-025

Check presentation



City of Killeen

Staff Report

File Number: MN-25-025

Consider Minutes of Regular City Council Meeting of September 16, 2025.

City of Killeen

City Council Meeting

Killeen City Hall

September 16, 2025 at 3:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Riakos Adams (*via Zoom*), Councilmembers Anthony Kendrick, Nina Cobb (*arrived at 3:01 p.m.*), Jose Segarra, Joseph Solomon (*arrived at 3:39 p.m.*), Ramon Alvarez and Jessica Gonzalez

Absent: Councilmember Jose Segarra

Also attending were City Manager Kent Cagle, Assistant City Manager Laurie Wilson, City Attorney Holli Clements, Deputy City Secretary Beatrice Canseco and Sergeant-at-Arms Ojeda

Jim Reed gave the invocation. Councilmember Gonzalez led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Councilmember Alvarez to approve the agenda, as presented. Motion was seconded by Councilmember Kendrick. The motion carried unanimously (5-0).

Presentations

PR-25-022 Killeen Star Award

Mayor Nash-King and Councilmember Cobb recognized Sherry Kelley for being an outstanding community member.

Work Session

Discuss agenda items 2 - 18 for the September 16, 2025 Regular Session

Citizen Comments on Agenda Items

Marc Ranthin spoke regarding RS-25-148.

Sean Price spoke regarding RS-25-146, RS-25-147, RS-25-154 and RS-25-155.

Mellisa Brown spoke regarding RS-25-146, RS-25-147 and RS-25-154.

Regular Session

Consent Agenda

- MN-25-023** Consider Minutes of Regular City Council Meeting of August 19, 2025.
- RS-25-145** Consider a memorandum/resolution approving the investment reports for the quarter ended June 30, 2025.
- RS-25-146** Consider a memorandum/resolution approving the Killeen Arts Commission grant recommendations for Fiscal Year 2026.
- RS-25-147** Consider a memorandum/resolution appointing members to vacant, expired and unexpired terms on various boards, commissions and committees.
- RS-25-148** Consider a memorandum/resolution awarding RFP 25-32, Aviation Fuel Supplier and authorizing an agreement with Avfuel Corporation, for fuel services at Killeen Regional Airport and Skylark Field, in the amount of \$340,000.00.
- RS-25-149** Consider a memorandum/resolution authorizing a HOME Investment Partnerships Subrecipient Agreement with Central Texas Council of Governments, to provide Tenant Based Rental Assistance (TBRA) to eligible households in accordance with Community Development policies and procedures, and HUD HOME TBRA program regulations, in the amount of \$500,000.00.
- RS-25-150** Consider a memorandum/resolution authorizing the renewal of a 3-year Microsoft Enterprise Agreement, in the amount of \$1,884,699.00.
- RS-25-151** Consider a memorandum/resolution approving a fireworks display application from Big Dog Pyro, LLC on behalf of Advent Health Medical Center.
- RS-25-152** Consider a City Council Resolution of Support for an endorsement from the Texas Municipal League (TML) for Mayor Pro Tem Riakos Adams to fill a leadership role in the National League of Cities (NLC).
- RS-25-153** Consider a memorandum/resolution awarding RFP 25-42 to Blue Cross and Blue Shield of Texas (BCBSTX), for an excess risk policy (stop loss insurance) for medical and pharmacy claims under the City health insurance plan, effective October 1, 2025, in the amount of \$1,356,969.00.
- RS-25-154** Consider a memorandum/resolution approving the appointment of an Assistant City Manager.

OR-25-012 Consider an ordinance to amend the number of authorized civil service positions for the Killeen Police Department.

OR-25-013 Consider an ordinance to amend the number of authorized civil service positions for the Killeen Fire Department.

Motion was made by Councilmember Solomon to approve the Consent Agenda, as presented.

Motion was seconded by Councilmember Alvarez. The motion carried unanimously (6-0).

Public Hearings

PH-25-054 Hold a public hearing and consider an ordinance amending the Fiscal Year 2025 Annual Budget of the City of Killeen to increase revenue and expense accounts in multiple funds.

The City Secretary Read the caption of the ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2025 ANNUAL BUDGET OF THE CITY OF KILLEEN TO INCREASE REVENUE AND EXPENSE ACCOUNTS IN MULTIPLE FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Staff Comments: Judith Tangalin, Executive Director of Finance

This item was presented to City Council during their Work Session. Ms. Tangalin was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of the ordinance

Sean Price spoke in opposition of the ordinance.

With no one else appearing, the public hearing was closed.

Motion was made by Councilmember Solomon to approve PH-25-054. Motion was seconded by Councilmember Cobb. The motion carried unanimously (6-0).

PH-25-055 Hold a public hearing and consider an ordinance submitted by Charles Amundson, on behalf Terry Blake Bearden, (Case# Z25-26) to rezone approximately 1.26 acres out of a 2.15-acre tract in the T. Robinett Survey, Abstract No. 686, locally addressed as 3309 Old Farm-to-Market 440, Killeen, Texas, from "R-1" (Single-Family Residential District) to "B-5" (Business District).

The City Secretary Read the caption of the ordinance:

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 1.26 ACRES OUT OF A

**2.15-ACRE TRACT IN THE T. ROBINETT SURVEY, ABSTRACT NO. 686,
FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "B-5"
(BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR
THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN
EFFECTIVE DATE.**

Staff Comments: Wallis Meshier, Executive Director of Development Services
This item was presented to City Council during their Work Session. Ms. Meshier was
available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke regarding the ordinance.

Charles Amundson spoke in favor of the ordinance.

With no one else appearing, the public hearing was closed.

*Motion was made by Councilmember Alvarez to approve PH-25-055. Motion was seconded by
Councilmember Kendrick. The motion carried unanimously (6-0).*

PH-25-056 Hold a public hearing and consider an ordinance amending the City of Killeen
Thoroughfare Plan.

The City Secretary Read the caption of the ordinance:

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN TO UPDATE THE
THOROUGHFARE PLAN; PROVIDING A SEVERABILITY CLAUSE;
PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF
CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN
EFFECTIVE DATE.**

Staff Comments: Wallis Meshier, Executive Director of Development Services
This item was presented to City Council during their Work Session. Ms. Meshier was
available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke regarding the ordinance.

With no one else appearing, the public hearing was closed.

*Motion was made by Councilmember Alvarez to approve PH-25-056. Motion was seconded by
Councilmember Solomon. The motion carried unanimously (6-0).*

PH-25-057 Hold a public hearing and consider an ordinance amending Killeen Code of Ordinances,
Chapter 31 - Zoning, establishing a Site Development Permit process.

The City Secretary Read the caption of the ordinance:

AN ORDINANCE AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR SITE DEVELOPMENT PERMIT REGULATIONS; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Executive Director of Development Services
This item was presented to City Council during their Work Session. Ms. Meshier was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke regarding the ordinance.

With no one else appearing, the public hearing was closed.

Motion was made by Councilmember Alvarez to approve PH-25-057. Motion was seconded by Councilmember Kendrick. The motion carried unanimously (6-0).

Discussion Item

DS-25-044 Receive Quarterly Financial Report

Staff Comments: Judith Tangalin, Executive Director of Finance
Ms. Tangalin presented this item to City Council for discussion. Ms. Tangalin was available to provide additional information and to answer questions.

DS-25-045 Discuss the procedure for nominations and appointments to the Board of Directors of the Tax Appraisal District of Bell County

Staff Comments: Holli Clements, City Attorney
Ms. Clements presented this item to City Council for discussion and consideration. Ms. Clements was available to provide additional information and to answer questions.

Executive Session

DS-25-046 Receive update on pending litigation

At 5:51 p.m., Mayor Nash King called for City Council to recess the meeting into Executive Session.

Per V.T.C.A., Government Code Section 551.071 - Consultation with Attorney, the City Council will consult with legal counsel regarding pending litigation.

At 7:30 p.m., Mayor Nash King reconvened the City Council meeting into Regular Session.

Adjournment

With no further business, upon motion being made by Councilmember Kendrick, seconded by Councilmember Solomon, and unanimously approved, the meeting was adjourned at 7:30 p.m.



City of Killeen

Staff Report

File Number: MN-25-026

Consider Minutes of Special City Council Meeting of September 16, 2025.

City of Killeen

Special City Council Meeting

Killeen City Hall

September 16, 2025 at 7:31 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Riakos Adams (*via Zoom*), Councilmembers Anthony Kendrick, Nina Cobb, Joseph Solomon, Ramon Alvarez and Jessica Gonzalez

Absent: Councilmember Jose Segarra

Also attending were City Manager Kent Cagle, Assistant City Manager Laurie Wilson, City Attorney Holli Clements, Deputy City Secretary Beatrice Canseco and Sergeant-at-Arms Gabot

Approval of Agenda

Motion was made by Councilmember Gonzalez to approve the agenda, as presented. Motion was seconded by Councilmember Solomon. The motion carried unanimously (6-0).

Public Hearings

PH-25-058 Hold a public hearing and inform the public of a comment period from September 22 - November 4, 2025, to receive citizen participation and comments regarding the 2nd Substantial Amendment to the 2024-2025 Annual Action Plan for the reprogramming of CDBG funds, in the amount of \$1,349,445.69.

Staff Comments: Tiffanie McNair, Executive Director of Community Development
Ms. McNair presented this item to City Council for discussion. Ms. McNair was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of the ordinance.

With no one else appearing, the public hearing was closed.

No action was taken on this item.

PH-25-059 Hold a public hearing and inform the public of a comment period from September 22 - November 4, 2025, to receive citizen participation and comments regarding Substantial Amendment to the HOME-American Rescue Plan (ARP) Allocation Plan reallocating funds from ARP Supportive Services to ARP Tenant Based Rental Assistance. in the amount of \$288,155.15.

Staff Comments: Tiffanie McNair, Executive Director of Community Development Ms. McNair presented this item to City Council for discussion. Ms. McNair was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of the ordinance.

With no one else appearing, the public hearing was closed.

No action was taken on this item.

Adjournment

With no further business, upon motion being made by Councilmember Alvarez, seconded by Councilmember Kendrick, and unanimously approved, the meeting was adjourned at 7:45 p.m.



City of Killeen

Staff Report

File Number: MN-25-027

Consider Minutes of Regular City Council Meeting of October 7, 2025.

City of Killeen
City Council Meeting
Killeen City Hall
October 7, 2025 at 3:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Riakos Adams, Councilmembers Anthony Kendrick, Nina Cobb (*arrived at 3:08 p.m.*), Jose Segarra, Joseph Solomon (*arrived at 3:03 p.m.*), Ramon Alvarez and Jessica Gonzalez

Also attending were City Manager Kent Cagle, Assistant City Manager Jeff Reynolds, Assistant City Manager Laurie Wilson, City Attorney Holli Clements, City Secretary Laura Calcote and Sergeant-at-Arms Paholek

Mayor Nash-King gave the invocation. Councilmember Kendrick led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Mayor Protem Adams to approve the agenda, as presented. Motion was seconded by Councilmember Alvarez. The motion carried unanimously 6-0.

Work Session

Discuss agenda items 1 - 9 for the October 7, 2025 Regular Session

Citizen Comments on Agenda Items

Mellisa Brown spoke regarding RS-25-155, RS-25-156, RS-25-159, RS-25-161 and RQ-25-009.

Deborah Wendorf spoke regarding RS-25-158.

Regular Session

Consent Agenda

MN-25-024 Consider Minutes of Regular City Council Meeting of September 2, 2025.

- RS-25-155** Consider a memorandum/resolution authorizing the procurement of Brother Mobile Printer hardware from GTS Technology Solutions, in the amount of \$190,916.00.
- RS-25-156** Consider a memorandum/resolution authorizing the purchase of police equipment, body armor and accessories and ammunition from GT Distributors, Inc., for Fiscal Year 2026, in the amount of \$337,000.00.
- RS-25-157** Consider a memorandum/resolution authorizing the procurement of fleet vehicles and equipment, in the amount of \$9,150,254.00.
- RS-25-158** Consider a memorandum/resolution authorizing the Solid Waste Division to purchase containers for the City of Killeen's solid waste collection system and container replacement program, in the amount of \$668,155.00.
- RS-25-159** Consider a memorandum/resolution denying Oncor Electric's application to change rates within the City.
- RS-25-160** Consider a memorandum/resolution nominating candidates for the Board of Directors of the Tax Appraisal District of Bell County for 2026.

Motion was made by Councilmember Solomon to approve the Consent Agenda, with the exception of RS-25-161. Motion was seconded by Councilmember Cobb. The motion carried unanimously (7-0).

Resolutions

- RS-25-161** Consider a memorandum/resolution increasing authorized funds to defend the Bell County lawsuit related to marijuana enforcement from \$100,000.00 to \$135,000.00.

Staff Comments: Holli Clements, City Attorney

This item was presented to City Council during their Work Session. Ms. Clements was available to provide additional information and to answer questions.

Motion was made by Councilmember Adams to approve RS-25-161. Motion was seconded by Councilmember Gonzalez. The motion carried 5-2, with Councilmembers Cobb and Solomon in opposition.

Public Hearings

- PH-25-060** Hold a public hearing and consider an ordinance submitted by Republic Engineering, on behalf of Boghosian, Philip Living Trust & Sagaser, Howard 401K Plan; and Boghosian, Philip Living Trust & Sagaser Watkins & Wieland 401K, (FLUM#25-05) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from an 'Industrial' designation to a 'Residential Mix' designation for approximately 122.64 acres out of the Vincent L. Evans Survey, Abstract No. 288. The subject properties are generally located east of the intersection of Roy J. Smith Drive and North Roy Reynolds Drive, Killeen, Texas.

The City Secretary Read the caption of the ordinance:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP BY CHANGING THE DESIGNATION OF APPROXIMATELY 122.64 ACRES OUT OF VINCENT L EVANS SURVEY, ABSTRACT NO. 288, FROM A 'INDUSTRIAL' DESIGNATION TO A 'RESIDENTIAL-MIX' DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Executive Director of Development Services

This item was presented to City Council during their Work Session. Ms. Meshier was available to provide additional information and to answer questions.

Applicant, Bill McLean, presented information to City Council regarding the request.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of the ordinance.

Sherry Volpicella spoke in opposition of the ordinance.

Bill McLean spoke in favor of the ordinance.

Michael Boyd spoke in favor of the ordinance.

With no one else appearing, the public hearing was closed.

Motion was made by Councilmember Alvarez to approve PH-25-060. Motion was seconded by Councilmember Gonzalez. The motion carried unanimously (7-0).

Discussion Item

DS-25-047 Discussion regarding small lots

Staff Comments: Wallis Meshier, Executive Director of Development Services

Ms. Meshier presented this item to City Council for discussion. Ms. Meshier was available to provide additional information and to answer questions.

DS-25-048 Discuss and consider Council Meeting dates in November and December of 2025

Staff Comments: Kent Cagle, City Manager

Mr. Cagle presented this item to City Council for discussion. Mr. Cagle was available to provide additional information and to answer questions.

It was decided to change the Tuesday, December 16th Regular Meeting to Tuesday, December 9th.

Councilmember Requests For Future Agenda Items

RQ-25-009 RFP for land banking or similar alternatives

Motion was made by Mayor Protem Adams to approve RQ-25-009, and to bring the item back before City Council on December 2, 2025. Motion was seconded by Councilmember Solomon. The motion carried unanimously (7-0).

Adjournment

With no further business, upon motion being made by Mayor Protem Adams, seconded by Councilmember Segarra, and unanimously approved, the meeting was adjourned at 4:34 p.m.



City of Killeen

Staff Report

File Number: RS-25-176

Consider a memorandum/resolution awarding RFP 26-01, Parking Lot Management for Killeen Regional Airport to Premium Parking Service, LLC, for a Parking Lot Operator Service Agreement.

DATE: November 4, 2025

TO: Kent Cagle, City Manager

FROM: Mike Wilson, Executive Director of Aviation

SUBJECT: Parking Lot Operator Service Agreement - RFP No. 26-01

BACKGROUND AND FINDINGS:

The City of Killeen, Aviation Department, is pursuing a contract with a parking lot management company to oversee day-to-day operations at the Killeen Regional Airport. The current Parking Lot Operator agreement expires in November 2025, prompting the Airport to request proposals from other companies.

Request for Proposals (RFP) No. 26-01 was advertised on July 14, 2025, and proposals were received on September 4, 2025. The submissions included qualifying proposals from the following companies: CR EasePark Hospitality; Donnell & Company, LLC; Parking Company of America; Premium Parking Service, LLC; Republic Parking; and SP Plus, LLC.

Following a thorough assessment of all submissions, Staff determined that Premium Parking Service, LLC, best meets the airport's operational needs and offers the best value for the City of Killeen and the Aviation Department.

Staff has negotiated a service agreement with Premium Parking Service LLC. The term of the agreement will begin on December 1, 2025, and end on November 30, 2030, with up to two (2) additional twelve (12) month renewal option terms.

The selection of this company and the proposed agreement are expected to generate approximately \$392,576 in annual revenue, while also modernizing the parking facility at Killeen Regional Airport with innovative gateless and ticketless operations. This new technology will streamline the parking process, reduce wait times, and offer passengers a faster, more convenient, and user-friendly experience.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to local and state policies.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

This agreement is projected to generate approximately \$392,576.00 in annual revenue for the Airport Enterprise Fund.

Is this a one-time or recurring revenue/expenditure?

This is a recurring revenue.

Is this revenue/expenditure budgeted?

Yes, in account no. 525-44242-600-601-000000.

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Yes

RECOMMENDATION:

Staff recommends City Council award RFP 26-01, Parking Lot Management for Killeen Regional Airport to Premium Parking Service, LLC. for a Parking Lot Operator Service Agreement and authorize the City Manager, or designee, to execute same as well as all amendments, to the extent allowed by state and local law.

DEPARTMENTAL CLEARANCES:

Purchasing

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement

Certificate of Interested Parties

Presentation

Service Agreement.

This Service Agreement is dated _____ and is between City of Killeen, a Texas municipal corporation ("Client"), and Premium Parking Partners, L.L.C., a Louisiana limited liability company ("Premium").

The parties agree as follows:

1. **FACILITY:** The "Facility" means the facility or facilities owned or controlled by Client and listed in the following table, excluding all buildings, structures, component parts, or improvements on, adjacent to, ancillary to, or annexed to the parking areas in the facility or facilities listed below, regardless of whether they share an address with the parking areas.

Name	Address	Type	# of Spaces	Additional Info
Killeen Regional Airport	8101 S Clear Creek Rd, Killeen TX 76549	Surface Lot	1,456	[TBD]

2. TERM AND TERMINATION

- 2.1. **INITIAL TERM:** The initial term of this agreement starts on December 1, 2025 (the "Commencement Date") and ends 60 months later.
 - 2.2. **RENEWAL OPTION TERMS:** After the initial term, Client may extend the term of this agreement for up to two additional 12-month renewal option terms. These renewal option terms will be automatically activated unless either party notifies the other in writing at least 60 days before the end of the then-current term. Notwithstanding the foregoing, the term of this agreement will not be extended if funding is not available or if Premium's performance does not meet industry standards in Client's reasonable judgment.
 - 2.3. **TERMINATION FOR CAUSE:** If either party defaults under this agreement, the non-defaulting party may terminate this agreement after all required notice and cure periods have passed upon written notice to the defaulting party. A default by Premium occurs if Premium fails to fulfill its obligations under this agreement for 30 days after Premium's receipt of written notice from Client specifying the failure. A default by Client occurs if Client fails to fulfill its obligations under this agreement for 30 days after Client's receipt of written notice from Premium specifying the failure. Notwithstanding the foregoing, in the case of failure by either party which cannot reasonably be cured in 30 days, the party will be given a reasonable time to cure the potential default before the other party's termination right becomes available.
 - 2.4. **EARLY TERMINATION:** If this agreement is terminated by Client for convenience or by Premium for cause within 60 months of the Commencement Date, Client shall pay Premium an early termination fee calculated by dividing the total cost of Signage and Equipment by 60, then multiplying the result by the number of months remaining in the 60-month period since the Commencement Date. This Section 2.4 does not apply to items purchased without Client's approval.
3. **DUTIES OF PREMIUM:** Premium shall perform the following services (the "Services") on behalf of Client:
 - 3.1. **RATES:** Implement Client-determined parking rates, fees, and discounts for use of the Services.
 - 3.2. **MARKETING:** Market the Services to the public.

- 3.3. REVENUE COLLECTION: Collect parking-related revenue from users of the Services.
- 3.4. SALES, PARKING, AND SIMILAR TAXES: Collect and pay all sales taxes, parking taxes, and similar taxes, surcharges, and other fees levied upon or in connection with parking revenues collected by Premium and file all related sales and parking tax and other reports and returns.
- 3.5. SUPERVISION: Supervise Premium's employees and Premium's equipment, sign, and maintenance contractors working at the Facility.
- 3.6. SIGNAGE: Procure and install removable Premium-branded signs (the "Signage") on and at the Facility. Premium estimates its initial Signage cost to total approximately \$5,000.00. Client may request that some or all Signage be customized to Client's needs, to the extent permitted by Premium's brand standards, at an additional cost to Client of \$10.00 per customized sign plus designer time at standard hourly rates. Premium may remove the Signage upon the termination of this agreement.
- 3.7. EQUIPMENT: Procure and install equipment at the Facility as Premium deems necessary or prudent for the performance of the Services (the "Equipment"), including equipment for on-foot compliance checks and six GLIDE Eye LPR fixed units. Premium estimates the initial Equipment cost to total approximately \$50,000.00. Premium may remove the Equipment upon the termination of this agreement.
- 3.8. PROCUREMENT: Purchase or cause to be purchased necessary equipment or supplies as Premium deems necessary for the performance of the Services.
- 3.9. LIMITED REPAIR AND MAINTENANCE: Maintain and repair the Equipment and Signage from regular wear and tear only. Premium will not be responsible for any maintenance of or repair to any surface, structure, foundation, or any other similar item or component, nor for any other item not specifically enumerated in this Section 3.9.
- 3.10. PORTER: Perform periodic sweeps to keep the Facility reasonably clear of trash, debris, and other refuse.
- 3.11. ACCOUNTING: Pay all expenses and costs incurred in the provision of the Services.
- 3.12. INSURANCE: Procure and maintain the insurance required by Section 6.1 below.
- 3.13. EXTRAORDINARY EXPENDITURES: Client may request that Premium perform services in addition to the Services listed above ("Additional Services") at Client's expense. If Client requests Additional Services and Premium consents to the request, Premium will charge the cost of Additional Services to Client. Except where Premium reasonably believes that an emergency necessitates immediate action or that delay would jeopardize the health or safety of Premium's personnel or customers, Premium will not spend more than \$1,000.00 on any one Additional Service without the prior written consent of Client.

4. DUTIES OF CLIENT

- 4.1. RIGHT AND LICENSE: Client states that it has all necessary right, power, and authority to enter into this agreement and to enable Premium to perform the Services, and hereby grants Premium and its employees, contractors, and agents a license to enter upon the Facility as necessary to carry out its obligations and rights under this agreement.
- 4.2. MAINTENANCE AND REPAIR: Client is responsible for all repair to and maintenance of the Facility which is not specifically the responsibility of Premium pursuant to Section 3.9 above, including without

limitation surface, subsurface, foundation, roof, or building frame repairs and elevator maintenance, and all repair or maintenance to any other item which is made to meet governmental regulations or to secure insurance.

4.3. SNOW REMOVAL: Client shall ensure that the Facility is kept reasonably clear of snow and ice.

4.4. INCOME TAXES: Client shall pay all federal and state income taxes and assessments of any kind assessed or levied upon or in connection with the Services (other than Premium's own income tax liability) and shall file all tax reports and returns relating thereto with state and federal regulatory authorities.

4.5. PROPERTY TAXES: Client shall pay all ad valorem property taxes assessed on the Facility but not on any of Premium's equipment or property.

4.6. LEASE OBLIGATIONS: Client shall pay all rentals, taxes, and other obligations arising out of its ownership of or under any ground leases covering the Facility.

5. ACCOUNTING AND COMPENSATION

5.1. GROSS REVENUE: "Gross Revenue" means all amounts collected from the users of the Services. Gross Revenue excludes all amounts collected in connection with a compliance action (such as by invoice or notice of violation, immobilization, or towing) by Premium or a third-party provider, except to the extent specifically collected by or remitted to Premium for inclusion in the Gross Revenue as "unpaid parking fees."

5.2. DIRECT COSTS: "Direct Costs" means the following costs and expenses related to or necessary for the performance of the Services:

5.2.1. SALES, PARKING, AND SIMILAR TAXES: All sales taxes, parking taxes, and similar taxes, fees, or surcharges levied or assessed against the Services or the revenue collected thereby, and all license fees, license taxes, permit fees, business taxes, and similar assessments and charges necessary for the operation of the Services.

5.2.2. PLATFORM FEES: Standard transaction fees charged by Premium for the use of the GLIDEPARCS® platform, including without limitation through iOS app, Android app, TextPay®, CameraPay®, web app, or other methods, at standard rates then in effect, and retained by Premium.

5.2.3. FINANCIAL CHARGES: Credit card fees, charges related to electronic fund transfers, ACH fees, bank fees, check cashing fees, or returned checks fees.

5.3. NET REVENUE: "Net Revenue" means Gross Revenue minus Direct Costs.

5.4. COMPENSATION OF PREMIUM

5.4.1. REVENUE SHARE FEE: Premium is entitled to 30.00% of the monthly Net Revenue (the "Revenue Share Fee").

5.4.2. ESCALATION CLAUSE: If market conditions warrant an increase, Premium may submit documentation requesting an increase of the Revenue Share Fee no later than 90 days before any anniversary of the Commencement Date. If Premium fails to give timely notice, the Revenue Share Fee may not be increased. Revenue Share Fee escalation may only occur after the initial 12 months of the term of this agreement or after extension and only upon

securing Client's written approval. Requests for price adjustments must be for the sole purpose of accommodating increases in Premium's cost, not for profit increases.

5.5. REPORTS

5.5.1. MONTHLY STATEMENT: Beginning in the second calendar month of the term of this agreement, by the 25th calendar day of each month, Premium shall submit to Client a monthly statement (the "Monthly Statement") in Premium's standard format for the previous month, showing the Gross Revenue, Direct Costs, and Net Revenue for that month. Client may request a custom Monthly Statement format for an additional fee.

5.5.2. INSPECTION: Client, or any agent designated thereby, may inspect all records maintained by Premium pertaining to the Services during regular office hours and upon reasonable notice at the office where the records are kept.

5.6. PAYMENTS: Premium shall pay Client the Net Revenue minus the Revenue Share Fee monthly, together with and on the same schedule as the Monthly Statement.

5.7. POST-TERMINATION EXPENSES: Client shall pay Premium any amounts payable to Premium under this agreement which have not previously been paid to or deducted by Premium within 10 days of receipt of an invoice.

6. INSURANCE

6.1. PREMIUM'S INSURANCE: Premium shall, during the term of this agreement, procure and maintain a minimum of the following insurance:

6.1.1. Commercial General Liability Insurance with a combined per occurrence limit of at least \$5,000,000, including coverage for the contractual liability assumed by Premium under this agreement.

6.1.2. Worker's Compensation insurance in compliance with the statutory requirements of the state in which the Facility is located, including a waiver of subrogation rights in favor of Client.

6.1.3. Client Property coverage with a per loss limit of at least \$300,000, subject to a deductible of not more than \$10,000 for each loss.

6.1.4. Employee Theft coverage with a per loss limit of at least \$300,000, subject to a deductible of not more than \$10,000 for each loss except for employee theft of automobiles which is subject to a deductible of \$50,000.

Premium may satisfy these requirements with a combination of primary and excess policies and with blanket policies that also cover other locations and insureds. Premium's policies will include a provision for 30 days' written notice to Client before cancellation, non-renewal, or material change in coverage. Unless otherwise specified, the insurance provided by Premium hereunder is subject to a deductible of \$50,000 for each loss. Premium shall grant Client additional insured status on the policies required by Section 6.1.1, but excluding coverage for Claims (as defined below) for faulty construction or design of the Facility. Upon written request, Premium shall obtain and provide Client with current certificates of insurance evidencing the coverage provided pursuant to this Section 6.1.

6.2. CLIENT'S INSURANCE: Client shall, during the term of this agreement, procure and maintain a minimum of the following insurance:

- 6.2.1. Commercial General Liability Insurance with a combined per occurrence limit of not less than \$5,000,000, which coverage will specifically include the contractual liability assumed by Client under this agreement.

Client may satisfy these requirements with a combination of primary and excess policies. Client's policies will include a provision for 30 days' written notice to Premium before cancellation, non-renewal, or material change in coverage. Upon request, Client shall obtain and provide Premium with current certificates of insurance evidencing the coverage provided by this Section 6.2.

6.3. INDEMNIFICATION

- 6.3.1. BY PREMIUM: Premium shall, at its own cost and expense, defend, indemnify, and hold Client harmless from and against all causes of action, claims, costs (including attorney's fees), liabilities, losses, expenses, and damages (collectively, "Claims"), including without limitation bodily injury and property damage, incurred by Client to the extent they arise out of a material breach of this agreement by Premium or the negligence or willful misconduct in the performance of Premium's obligations under this agreement by Premium or any of its agents, servants, or employees under Premium's direct control.
- 6.3.2. BY CLIENT: To the greatest extent allowable by law, Client shall, at its own cost and expense, defend, indemnify, and hold Premium and its managers, members, officers, and affiliates harmless from and against all Claims, including without limitation bodily injury and property damage, incurred by Premium that are attributable to a material breach of this agreement or misrepresentation of fact by, or the negligence or willful misconduct of, Client or any of its agents, servants, or employees, or that are attributable to the faulty construction, design, or physical state of the Facility.

7. NO PARTNERSHIP: This agreement does not create a partnership, joint venture, franchise, or any other relationship of any kind between the parties hereto other than that of Premium being an independent contractor furnishing and supplying services to Client.
8. NOTICES: All notices hereunder must be given in writing and will be deemed to have been given upon (a) personal delivery, (b) the fifth business day after mailing by certified or registered mail, postage prepaid, return receipt requested, (c) the second business day after sending by a nationally recognized overnight courier service (with confirmation of receipt), or (d) the first business day after sending by email (with confirmation of transmission). All notices must be addressed to the address or email address provided for each party on the signature page of this agreement or to another address as to which either party may have notified the other in writing.
9. SUCCESSORS AND ASSIGNS: This agreement is binding upon and inures to the benefit of the parties hereto, their legal representatives, and their respective successors and assigns.
10. STANDARD OF CARE: Nothing in this agreement creates any duty to, any standard of care with reference to, or any liability to anyone not a party, except as otherwise expressly provided herein.
11. FORCE MAJEURE: Premium's performance under this agreement is subject to any act of God, fortuitous event, inclement weather, war, riot, insurrection, change in law, government regulation, terrorism, disaster, strike or labor troubles (except those involving Premium's employees or agents), civil disorder, inability to procure materials or services, delay or omission attributable to any third-party vendor, supplier, or integration partner not under the control of Premium, curtailment of transportation facilities or utilities, pandemic, epidemic, government-ordered quarantine, extraterrestrial encounter, or any other event of a

like nature beyond Premium's control which makes it inadvisable, illegal, impracticable, or impossible to timely perform the obligations under this agreement (a "Force Majeure Event"). In the event of a Force Majeure Event, Premium may elect either of the following remedies in its sole discretion: (i) Premium's performance of any affected obligation will be excused for the entire period of the Force Majeure Event and the time for performance of each affected obligation will be correspondingly extended, or (ii) Premium may terminate this agreement upon written notice to Client.

12. **CHANGE IN LAW:** If a new federal, state, or local law, regulation, or rule is enacted, amended, or interpreted in a way that affects this agreement, the activities of either party under this agreement, or either party's performance or ability to perform under this agreement, and either party reasonably believes in good faith that the change will have a substantial adverse effect (including adverse financial impact) on that party's business operations or its rights or obligations under this agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this agreement. If (a) the parties are unable to reach an agreement concerning the modification of this agreement within the earlier of (i) 45 days after the date of the notice seeking renegotiation or (ii) the effective date of the change, or (b) the change is effective immediately, then either party may immediately terminate this agreement upon written notice to the other party.
13. **LIMITATION OF LIABILITY:** IN NO EVENT WILL PREMIUM BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT PREMIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OR ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL PREMIUM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO PREMIUM PURSUANT TO THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
14. **ATTORNEY'S FEES:** Should either party bring any legal action or other proceeding for damages for an alleged breach of this agreement or to enforce, protect, or establish any right or remedy of either party, the prevailing party may recover as a part of the action or proceeding reasonable attorney's fees and court costs.
15. **ENTIRE AGREEMENT:** This agreement is the entire and exclusive agreement between the parties with respect to the matters covered by this agreement and replaces and supersedes all prior negotiations, dealings, and agreements between the parties relating to the same.
16. **AMENDMENT:** The parties may not amend or modify this agreement except by a written instrument signed by an authorized representative of each party.
17. **GOVERNING LAW:** This agreement is governed by the laws of the state in which the Facility is located, without regard to its conflicts of laws principles.
18. **RECORDATION:** Upon request of either party, the parties shall execute and deliver a form of notice or short form of this agreement that may be filed of record.

19. OPERATION BEYOND TERM: If Premium continues providing Services at the Facility with Client's express or implied consent after the term of this agreement, the term of this agreement will automatically renew month to month absent written notice from Client to the contrary.
20. INTELLECTUAL PROPERTY: "Intellectual Property" means all worldwide proprietary rights in each and all of the following, whether or not patentable: ideas, inventions, concepts, developments, designs, applets, applications, firmware, software, computer programs, creations, other works of authorship, technology, prototypes, methods (whether technological, business or otherwise), processes, marks, symbols, slogans, emblems, business plans and strategies, customer lists, and other proprietary things or information. All Intellectual Property of Premium and its affiliates as of the date of this agreement and all Intellectual Property owned, created, or discovered by Premium, including without limitation trademarks, trade names, and service marks related to Premium, its operations, and the GLIDEPARCS® system (collectively, the "System Marks") will remain the sole and exclusive property of Premium or the applicable affiliate. No Intellectual Property owned, created, or discovered by Premium is or will be deemed a "work made for hire." Client will not have a license or any other rights to the Intellectual Property of Premium. Premium may use Client's Intellectual Property to perform its obligations under this agreement and as otherwise authorized by Client. Without limiting the foregoing, Client hereby grants Premium the royalty-free right to use Client's corporate logo and trade name in promotional and advertising materials such as brochures, websites, newsletters, and signage (including electronic versions thereof) and in supplying qualifications to third parties.
21. BRAND STANDARDS AND PROGRAMS: Premium will provide the Services in accordance with this agreement and Premium's brand standards (the "Brand Standards"). Premium's expectation of operating at a facility which is physically in compliance with the Brand Standards is essential to inducing Premium and its affiliates to undertake this agreement because these standards are critical to maintaining the integrity of Premium's brand. Further, Premium may implement a brand-wide loyalty program (the "Program") which affords its members discounts and other perks at Premium-branded parking facilities. Client acknowledges that the Facility will follow the Brand Standards and participate in the Program. Premium and its affiliates which own the System Marks and Brand Standards reserve the right to revise and amend the System Marks or Brand Standards from time to time. Client acknowledges that Premium may require that the Facility participate in global or local quality programs that are implemented from time to time by Premium.
22. NO SECURITY: Client expressly acknowledges that Premium has no obligation or duty in connection with the personal safety or security of any tenant, customer, employee, guest, or other person (each a "Customer") within or about the Facility or with the safety or security of any property of any Customer, whether within, about, or near the Facility. Premium does not have knowledge or expertise as a security or guard service and does not employ personnel for that purpose. Premium does not have any obligation or duty to guard or protect Customers against the intentional or negligent acts of third parties. Client will determine, at Client's discretion, whether or to what extent any security devices or services are required to protect Customers within, about, or near the Facility or its surrounding areas.
23. INDEPENDENT CONTRACTOR: All personnel employed in connection with the operation of the Services are and will remain employees of Premium subject to its sole supervision and under no circumstances will be considered employees of Client. Premium has the exclusive right to hire and discharge its employees at its discretion.

24. **PERSONAL INFORMATION:** Premium may provide to Client or grant Client access to information obtained through Premium's performance of the Services under this agreement that directly or indirectly identifies an individual or can be used to authenticate an individual ("Personal Information"). Client shall keep all Personal Information confidential. Client shall not use, share, transfer, disclose, or otherwise process Personal Information except to the extent reasonably necessary to enable Premium's performance of the Services with respect to the Facility. Client shall not disclose or transfer Personal Information to any third party without the prior written consent of Premium except to the extent that a disclosure or transfer is required by applicable law or is authorized under this agreement.
25. **NON-COMPETE AND NON-SOLICITATION:** During the term of this agreement and for a period of 12 months following the expiration or termination of this agreement, Client shall not hire or attempt to hire personnel of Premium at the Facility without the prior written consent of Premium.
26. **OTHER PARKING AGREEMENTS:** Client states that, as of the first day of the term of this agreement, there will be no other service agreements, management agreements, valet agreements, leases, or other similar parking agreements in effect for the Facility and that Premium has the exclusive right to provide parking-related services at and for the Facility during the term of this agreement.
27. **BUSINESS DAYS:** "Business Day" means a day which is not Saturday, Sunday, or any other day on which commercial banks located in New Orleans, Louisiana, are authorized or required by law to be closed for business. If this agreement requires a party to make a payment or delivery on a day is not a Business Day, the payment or delivery will be deemed to be due on the next Business Day that follows.
28. **COUNTERPARTS:** This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts will be construed together and will constitute one instrument, but in making proof hereof it will only be necessary to produce one counterpart. To expedite the action contemplated herein, telecopied or electronic signatures may be used in place of original signatures on this agreement. Client and Premium intend to be bound by the signatures on the telecopied or electronic document, are aware that the other party will rely on the telecopied or electronic signatures, and hereby waive any defenses to the enforcement of the terms of this agreement based on the form of signature.
29. **SUBCONTRACTORS:** Premium may, without prior approval of Client, provide any of the services contemplated by this agreement by itself or through one or more of its affiliates or third-party subcontractors, and specifically reserves the right to subcontract parking compliance checking services under this agreement.

[Signature Page Follows]

Premium Service Agreement

Killeen Regional Airport

This agreement will become effective when all parties have signed it.

Each party is signing this agreement as of the date specified for that party's signature.

CLIENT:

City of Killeen

By:

Name: Kent Cagle

Title: City Manager

Date:

Address: 101 North College Street, Killeen TX 76541

Email:

PREMIUM:

Premium Parking Partners, L.L.C.

By:

DocuSigned by:
Benjamin Montgomery
73D14EB5026C482...

Name: Benjamin Montgomery

Title: President

Date: Oct 13, 2025

Address: 601 Poydras St Ste 1500, New Orleans LA 70130-6061

Email: jhuger@jmhcompanies.com with a copy to legal@premiumparking.com

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2025-1370671

Date Filed:
09/30/2025

Date Acknowledged:

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

Premium Parking Service, L.L.C.
 New Orleans, LA United States

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

City of Killeen

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.

RFP NO 26-01
 Parking lot management for Killeen Regional Airport.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Huger, James	New Orleans, LA United States	X	
	Montgomery, Benjamin	New Orleans, LA United States	X	

5 Check only if there is NO Interested Party.
☐
6 UNSWORN DECLARATION

My name is James M. Huger, and my date of birth is 04181968.

My address is 601 Poydras St Suite 1500, New Orleans, LA, 70130, USA.
 (city) (state) (zip code) (country)

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

Executed in Orleans Parish County, State of Louisiana, on the 30 day of September, 20 25.
 (month) (year)

Signed by:

James M. Huger

Signature of authorized agent of contracting business entity
 (Declarant)



SERVICE AGREEMENT WITH PREMIUM PARKING SERVICE, LLC

RS-25-176

November 4, 2025

Background

2

- The City of Killeen, Aviation Department, is pursuing a service agreement with a parking lot management company to oversee day-to-day operations at the Killeen Regional Airport.
- The current Operators service agreement expires November 30, 2025, prompting the Airport to Request proposals from other companies.

Discussion

3

- A Request for Proposals (RFP #26-01) was advertised on July 14, 2025, and Six (6) qualifying proposals were received on September 4, 2025.

Discussion

4

- Proposals submitted include:
 - ▣ CR EasePark Hospitality
 - ▣ Donnell & Company LLC
 - ▣ Parking Company of America
 - ▣ Premium Parking Service LLC
 - ▣ Republic Parking – Current Provider
 - ▣ SP Plus LLC

Discussion

5

- Following a thorough assessment of all submissions, staff determined that Premium Parking Service LLC best meets our operational needs and offers the best value for the City of Killeen and the Aviation Department.
- The proposed service agreement will generate about \$392,576 annually for Killeen Regional Airport while modernizing the parking lot with gateless, ticketless technology to provide a faster and more convenient customer experience.

Discussion

6

- ❑ GRK will leverage multiple platforms to keep the public and air travelers updated on parking lot changes at the airport.
 - ▣ Facebook, GRK Website, Various Media Outlets
- ❑ Staff from GRK and Premium Parking will be available to address any questions or concerns regarding the parking changes.

Discussion

7

Customer Support and Payment Options

- ❑ On-Site Assistance: Premium Parking will have a supervisor available to assist customers in person.
- ❑ 24/7 Phone Support: A dedicated phone number will be available with a live operator for assistance.
- ❑ Airport Operations Center: Our Airport Operations Center is staffed 24/7 to provide additional support as needed.
- ❑ Payment Options: Kiosks will be available both outside and inside the airport for customers who prefer not to use their phones for parking payments options.

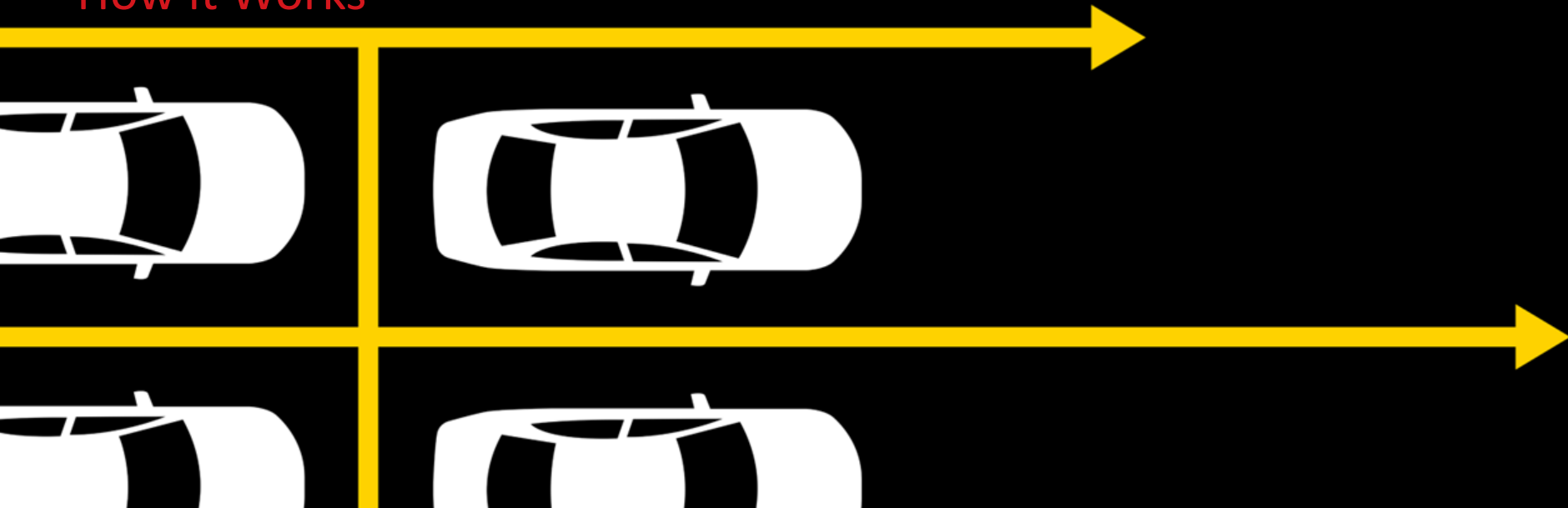
Recommendation

8

- City Council approve a Parking Lot Operator Service Agreement with Premium Parking Service LLC and authorize the City Manager or designee to execute same as well as all addendums and lease actions to the agreement, including termination, to the extent allowed by state and local law.



GLIDEPARCS: How it Works





Gateless Parking is
the **Best Solution** for
Today. (& the Future)

Gateless Parking.

(Think on-street parking)



GLIDEPARCS Overview



GLIDEPARCS® is a secure cloud-based system that eliminates the need for paper tickets, parking gates, and/or hand-held equipment. It can control all aspects of a venue parking operation, combining best practices with modern parking trends into one holistic system.

Free-Flow Parking

With no need for parking gates or tickets, parkers are able to easily pull into the facility and find a spot.

The parking transaction happens after the vehicle is parked in their space.

Upon return, the customer can just pull out and leave the facility, because the transaction has already been completed. No lines, no cashiers, no backups at the exit.

Signage



Clear, Concise & Tested Signage.

Our sign plans include intelligent wayfinding and directional signage with simple, proven instructional language. These will be placed at key points throughout the facility to help develop a uniform and successful education/communication strategy. Our Marketing Team will work directly with your team to ensure that branding and messaging are aligned to ensure the smoothest parking experience for your parkers.

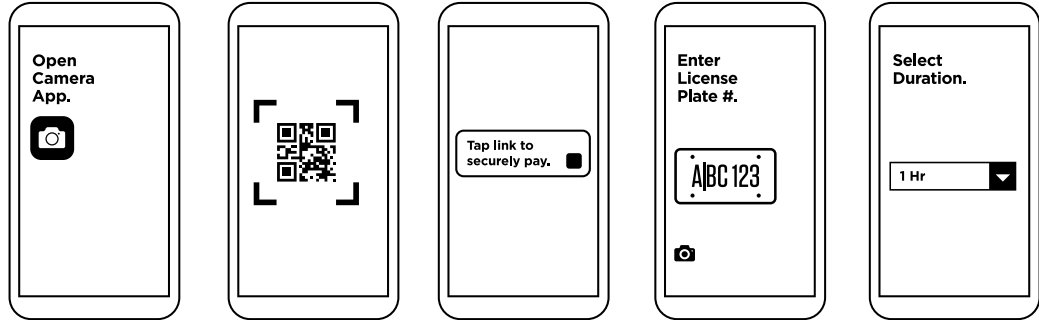


Mobile Payment Options



CameraPay

Parkers can effortlessly scan the QR Code on our signs, click on the generated link, and be seamlessly directed to our secure user-friendly mobile payment portal.

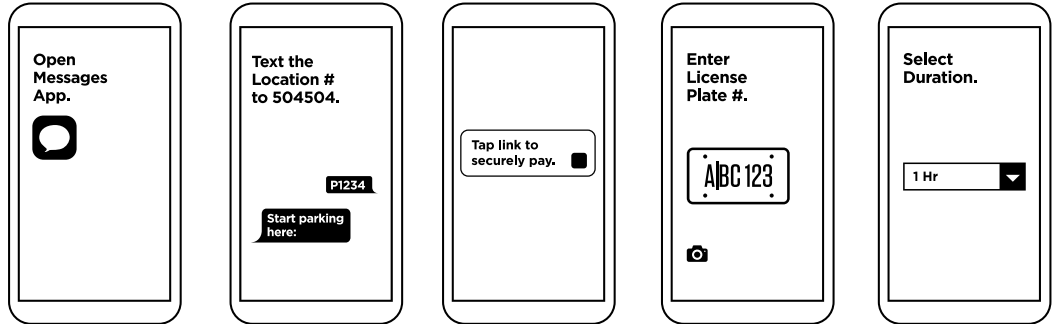


Mobile Payment Options



TextPay

For an alternative option, parkers can simply text the location number to the number indicated on the signage. In response, we provide a secure link that guides them through our user-friendly mobile payment portal.

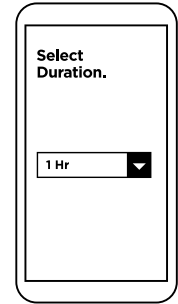
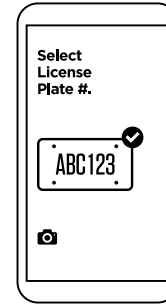
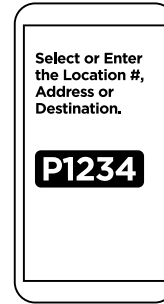
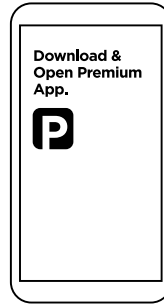


Mobile Payment Options



Premium App

Offering repeat customers, the quickest and most convenient way pay for, and effortlessly extend their parking. Transactions are completed in an instant using credit cards. Notably, our app enables users to store multiple vehicles and credit cards within their account, with easy vehicle switching and seamless transactions. The app is compatible with both Android and iOS devices.



GLIDE Eye LPR



For an additional layer of security, we will install GLIDE Eye LPR cameras at all entrance and exit points.

Every vehicle in the lot will have their license plate data captured as they pass the cameras at entrance and exit.

GLIDEPARCS will associate the plate with an active session and use the LPR data to verify that the correct payment was made.



Compliance



98%+ Compliance Rate

Globally across our entire platform, we have observed a compliance rate of over 98%. That means that proper payment is received for over 98% of all vehicles entering the facility.

The vast majority of parkers will transact their parking session upon entering the lot. For those that do not, we have several layers of enforcement to ensure revenue capture.

Compliance



Manual Enforcement

Premium Parking staff will patrol the lot multiple times per day, scanning license plates with our enforcement app. Vehicles without an active parking session will receive a printed invoice on their windshield.

Upon returning to their vehicle, the customer can use the link on the invoice to transact their payment.

Compliance



GLIDE Eye Enforcement

Vehicles leaving the facility with unpaid parking fees will be captured at the exit by the LPR cameras.

The owner of that vehicle will receive an invoice in the mail requesting payment for the unpaid parking fees.

Compliance



Habitual Offenders

Vehicles with multiple unpaid parking fees will be identified in the enforcement platform by our staff during manual enforcement operations.

These vehicles will be fitted with an immobilizer boot, which can be removed by the customer upon paying the unpaid parking fees.



City of Killeen

Staff Report

File Number: RS-25-177

Consider a memorandum/resolution authorizing the procurement of fleet parts for Fiscal Year 2026 from TNTX/Lonestar Truck Group and NAPA/Third Coast Distributors, in the amount of \$260,000.00, and tires through Southern Tire Mart, in the amount of \$210,000.00.

DATE: November 4, 2025

TO: Kent Cagle, City Manager

FROM: Judith Tangalin, Executive Director of Finance

SUBJECT: Procurement of Fleet Parts and Tires

BACKGROUND AND FINDINGS:

The City of Killeen Fleet Services Division provides the maintenance and repair required to keep the City's approximately 1,090 units of fleet functioning properly. To accomplish this, there are numerous parts and tires procured daily. The costs of those items are then charged back to the corresponding City departments as they are used. The regularly used parts and tires are stocked at Fleet Services to facilitate timely repairs. The items not stocked within the 3,536 distinct parts within Fleet Services are purchased as needed and delivered to Fleet Services by the vendor.

Fleet Services purchases parts from 59 vendors that offer cooperative pricing and/or dealer only parts totaling approximately \$1,449,490 annually. Two of these vendors periodically exceed the \$100,000 annual threshold and therefore require City Council approval.

The primary vendors for fleet parts are TNTX/Lonestar Group and NAPA/Third Coast Distributors. During the previous fiscal year 2025, the combined amount spent with these two vendors was \$241,370. The total estimated amount to be spent in FY 2026 is \$260,000.

Both vendors offer significant savings to the City through their cooperative contracts. TNTX/Lonestar Truck Group provides cooperative pricing pursuant to The Interlocal Purchasing System (TIPS) contract #221001, effective through January 31, 2026, with savings of 14% to 42% off list price. NAPA/Third Coast Distributing provides cooperative pricing pursuant to Sourcewell contract #100124-GPC, effective through May 19, 2026, with savings of 43% to 60% off list price.

The vendor for new tires offering significant savings and service to the City is Southern Tire Mart of Waco, TX. During the preceding fiscal year, the cost for tires was \$181,915. The total estimated amount to be spent with Southern Tire Mart in FY 2026 is \$210,000.

Southern Tire Mart has provided new tires to the City for several years utilizing cooperative pricing pursuant to the TASB BuyBoard contract #729-24, effective through February 28, 2027. The cooperative pricing structure with Southern Tire Mart offers a savings of 41% to 67% off list price.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Fleet Services is seeking approval to purchase parts and tires for various departments from TNTX/Lonestar Truck Group, NAPA/Third Coast Distributors and Southern Tire Mart through their cooperative contracts. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

The estimated amount to be spent in FY 2026 for fleet parts with TNTX/ Lonestar Truck Group and NAPA/Third Coast Distributors, combined is \$260,000. The estimated amount to be spent in FY 2026 for fleet tires with Southern Tire Mart is \$210,000.

Is this a one-time or recurring revenue/expenditure?

Recurring

Is this revenue/expenditure budgeted?

Yes, in each fund, department, and division's 53800 (on-road) and/or 53315 (off-road) repairs and maintenance accounts.

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

Yes

RECOMMENDATION:

City Council approve the procurement of fleet parts through TNTX/Lonestar Truck Group and NAPA/Third Coast Distributors in an amount of \$260,00 and tires through Southern Tire Mart in an amount of \$210,000 for Fiscal Year 2026, and authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local Law.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Contracts
Certificates of Interested Parties
Presentation

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM

PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

[TIPS Purchase Order Procedure here](#)

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE



Print

VENDOR **Lonestar Freightliner Group LLC**

2051 Hughes Rd Grapevine TX, 76051

WEBSITE www.tntxtruck.com

SERVICE/PRODUCTS DESCRIPTION Lonestar Truck Group Texarkana. Medium and Heavy Duty Trucks and Trailers

CONTRACT: **221001** Heavy Duty EquipmentEnd Date: Jan-31-2026 **EDGAR COMPLIANCE:** [View Doc.](#)



Lonestar Truck Group | Temple

4848 NORTH GENERAL BRUCE DRIVE
TEMPLE, TX 76501
(254) 770-1422 Fax: (254) 771-2201

City of Killeen Bid

Parts Discounts off list

Cummins Parts – 42%

Freightliner Parts – 27 %

Vendor Source (includes brakes, drum, air valve, and etc.) – 19%

X Source (includes Autocar and third party vendors) – 14%

Chris Hemphill
Parts Manager
4848 N. General Bruce Drive
Temple, Tx 76501
Office 254-770-1422
Cell 254-716-3727

Print: Chris Hemphill

Sign: 

**3
5 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%.

**3
6 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.

**3
7 Yes - No**

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on 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.

NAPA Auto Parts

Aftermarket vehicle parts

#100124-GPC

Maturity Date: 1/10/2029

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 100124-GPC gives access to the following types of goods and services:

- Automobile and light truck parts
- Medium- and heavy-duty truck parts
- Agriculture and farm equipment parts
- Lawn and garden equipment parts
- Off-highway and industrial vehicle parts
- Recreational and marine vehicle parts
- Technician training
- Shop management training

- Multiple distribution channels
- Machine shop service at select NAPA stores

Locate your local dealer or representative [🔗](#)

(nongovernment site)

NAPA ProLink online ordering portal [🔗](#)

(nongovernment site)

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcewell

Login to unlock more contract features.

Username

NAPA Auto Parts # 100124-GPC

Pricing for contract #100124-GPC offers Sourcewell participating agencies the following discounts:

- A range of 46%-72% off list price depending on the item category.



Vendor Contract Information Summary

Vendor	Southern Tire Mart LLC
Contact	Richard Conwill
Phone	877-786-4681
Email	gov-sales@stmtires.com
TIN	06-1689011
Address Line 1	800 Highway 98
Vendor City	Columbia
Vendor Zip	39429
Vendor State	MS
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	NET 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Company Truck
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Alabama, Arizona, Arkansas, California, Colorado, Florida, Georgia, Louisiana, Mississippi, Nevada, New Mexico, Oklahoma, South Carolina, Tennessee, Texas, Utah
Contract Name	Tires, Tubes, Supplies and Equipment
Contract No.	729-24
Effective	03/01/2024
Expiration	02/28/2027
Accepts RFQs	Yes
Quote Reference Number	729-24

Alternate 2

Section I: Tire Products and Supplies

Discount (%) off catalog/pricelist for **Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

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

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

Alternate 3

Section I: Tire Products and Supplies

Discount (%) off catalog/pricelist for **Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

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

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

Alternate 4

Section I: Tire Products and Supplies

Discount (%) off catalog/pricelist for **Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

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

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

Alternate 5

Section I: Tire Products and Supplies

Discount (%) off catalog/pricelist for **Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

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

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

Alternate 7

Section I: Tire Products and Supplies

Discount (%) off catalog/pricelist for **Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

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

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

Continental - Passenger and LT

Alternate 8

Section I: Tire Products and Supplies

Discount (%) off catalog/pricelist for **Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

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

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

Continental - Medium Truck

Alternate 9

Section I: Tire Products and Supplies

Discount (%) off catalog/pricelist for **Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

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

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

Firestone - Passanger

Alternate 10

Section I: Tire Products and Supplies

Discount (%) off catalog/pricelist for **Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

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

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

Firestone - Light Truck

Alternate 11

Section I: Tire Products and Supplies

Discount (%) off catalog/pricelist for **Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

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

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

Alternate 15

Section I: Tire Products and Supplies

Discount (%) off catalog/pricelist for **Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

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

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

Alternate 16

Section I: Tire Products and Supplies

Discount (%) off catalog/pricelist for **Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

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

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

Alternate 17

Section I: Tire Products and Supplies

Discount (%) off catalog/pricelist for **Tires and Tubes** (All Types of Cars, SUVs, School Buses, Trucks and Related Vehicles). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Attributes

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

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

Item Attributes

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

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

Bridgestone - OTR

Alternate 1

Section I: Tire Products and Supplies

Discount (%) off catalog/pricelist for **Off-the-Road** (OTR, Earthmover) **Tires and Tubes**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 67%

Item Attributes

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

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

Bridgestone - AG

Alternate 2

Section I: Tire Products and Supplies

Discount (%) off catalog/pricelist for **Off-the-Road** (OTR, Earthmover) **Tires and Tubes**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 63%

Item Attributes

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

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

Firestone OTR

Alternate 3

Section I: Tire Products and Supplies

Discount (%) off catalog/pricelist for **Off-the-Road** (OTR, Earthmover) **Tires and Tubes**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 67%

Item Attributes

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

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

Firestone Industrial

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Third Coast Distributing, LLC
Corpus Christi, TX United States

Certificate Number:
2024-1242853

Date Filed:
11/25/2024

Date Acknowledged:

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

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.

032521-GPC
Auto Parts & Supplies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Andrew Leeton, and my date of birth is 6/29/2000.

My address is 4825 Everhart Rd Ste 5, Corpus Christi, Tx, 78411, Nueces.
(street) (city) (state) (zip code) (country)

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

Executed in Nueces County, State of Texas, on the 25 day of November, 20 24.
(month) (year)

Andrew Leeton
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1375574

Date Filed:
10/10/2025

Date Acknowledged:

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

LONESTAR TRUCK GROUP LLC
GRAPEVINE, TX United States

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

CITY OF KILLEEN, TEXAS

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

0221001
THIS SUPERSEDES CERTIFICATE 2025-1375565 TRUCKS & TRAILERS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is James Bennie, and my date of birth is 7-28-1964.

My address is 2051 Hughes Rd, Grapevine, TX, 76051, US.
(city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 10 day of Oct, 2025.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1372158

Date Filed:
10/02/2025

Date Acknowledged:

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

Southern Tire Mart, LLC
Columbia, MS United States

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

City of Killeen

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.

2024-1230167
Tires 636-21

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Duff, Thomas	Columbia, MS United States	X	
	Duff, James	Columbia, MS United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Richard Conwill, and my date of birth is 9/10/1950.

My address is 800 Highway 98, Columbia, MS, 39429, USA.
(city) (state) (zip code) (country)

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

Executed in Marion County, State of Mississippi, on the 2nd day of October, 20 25.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



PROCUREMENT OF FLEET PARTS AND TIRES

RS-25-177

November 4, 2025

Background

2

- ❑ Fleet Services maintains & repairs 1,090 units of fleet
 - ▣ Requires the purchase of parts and tires
 - ▣ Cost of parts and tires are charged to the respective department when used
- ❑ Parts are purchased from multiple vendors totaling approximately \$1.5 million annually
- ❑ Primary vendors for parts are TNTX/Lonestar Truck Group and, NAPA/Third Coast Distributors
- ❑ Primary vendor for tires is Southern Tire Mart

Background (cont'd)

3

	FY 2025		FY 2026
	Actuals	Discounts	Estimated
<u>Tires</u>			
Southern Tire Mart LLC	<u>\$181,915.00</u>	41% to 67%	<u>\$210,000.00</u>
<u>Parts*</u>			
TNTX/Lonestar Truck	\$ 111,225.03	14% to 42%	\$ 120,000.00
NAPA/Third Coast Dist	\$ 130,144.87	43% to 60%	\$ 140,000.00
	<u>\$ 241,369.90</u>		<u>\$ 260,000.00</u>

Recommendation

4

City Council approve the procurement of the fleet parts through TNTX/Lonestar and NAPA/Third Coast Distributors in an amount of \$260,000 and tires through Southern Tire Mart in an amount of \$210,000 for Fiscal Year 2026, and authorize the City Manager or designee to execute any and all change orders within the amounts set by State and Local Law



City of Killeen

Staff Report

File Number: RS-25-178

Consider a memorandum/resolution approving the BuyBoard purchase of consumable medical supplies from Bound Tree and Henry Shein, in the combined amount of \$449,544.00.

DATE: November 4, 2025

TO: Kent Cagle, City Manager

FROM: James Kubinski, Fire Chief

SUBJECT: Purchase of Consumable Medical Supplies

BACKGROUND AND FINDINGS:

The Fire Department purchases consumable medical supplies for the emergency medical services division annually. Each year the Fire Department does a cost comparison between several vendors on cooperative contracts. EMS Captains order the necessary items to resupply EMS units from the vendors listed below through their respective cooperative contract. As pricing may change between vendors throughout the year, EMS Captains utilize the selected vendors and purchase from whichever vendor has the lower price at the time an item is ordered.

Bound Tree BuyBoard Contract #704-23
Henry Schein BuyBoard Contract #704-23

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This purchase will be made through Bound Tree Medical BuyBoard Contract #704-23 and Henry Schein BuyBoard Contract #704-23. Purchases made through a cooperative contract are exempt from the competitive bidding process, as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F, "a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years?

FY26 combined total expenditure is not to exceed \$449,544.

Future expenditures will be assessed annually based upon specific needs at the time.

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes, funding is available in the Medical and Chemical account, 100-52130-250-252-000000.

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this expenditure?

Yes

RECOMMENDATION:

Staff recommends authorizing the City Manager, or his designee, to execute the purchase of medical supplies from Bound Tree Medical and Henry Schein through their respective BuyBoard contract, in a combined amount of \$449,544 for FY26, and that the City Manager or his designee is expressly authorized to execute any and all change orders within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Legal, Purchasing, Finance

ATTACHED SUPPORTING DOCUMENTS:

BuyBoard Contracts
Contract Verifications
Certificates of Interested Parties
Presentation

Menu



Vendor Contract Information Summary

Vendor	Bound Tree Medical (Bound Tree Medical LLC)
Contact	Customer Service
Phone	800-533-0523
Email	Submitbids@Boundtree.com
Vendor Website	www.boundtree.com
TIN	31-1739487
Address Line 1	5000 Tuttle Crossing Blvd
Vendor City	Dublin
Vendor Zip	43016
Vendor State	OH
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	0% Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment
Contract No.	704-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes
Quote Reference Number	7679/19912
Return Policy	See bid response for return policy

Menu



Vendor	Henry Schein, Inc.
Contact	Lisa Young
Phone	631-454-3629
Phone Extension	222-3629
Email	athleticsandschools@henryschein.com
Vendor Website	www.henryschein.com
TIN	11-3136595
Address Line 1	135 Duryea Road
Vendor City	Mellville
Vendor Zip	11747
Vendor State	NY
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	NET 30 DAYS
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment
Contract No.	704-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes
Quote Reference Number	704-23
Return Policy	PLEASE SEE ATTACHMENT

10/8/2025 11:08 AM



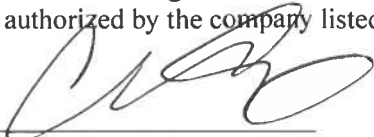
Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies, and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.



Signature

Corey Case

Printed Name

10/01/2025

Date

Bound Tree Medical, LLC

Company Name

Chief Marketing Officer

Title



Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

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y companies, and does not discriminate against firearms entities or firearm trade associations and
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authorized by the company listed below to make this verification.

ture

Joe Jefferies

d Name

9-25-25

Date

Henry Schein

Company Name

FSC

Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1371031

Date Filed:
10/01/2025

Date Acknowledged:

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

Bound Tree Medical, LLC
DUBLIN, OH United States

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

City of Killeen

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.

704-23
First Aid, Emergency Medical, Athletic Trainer Supplies and Equip.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



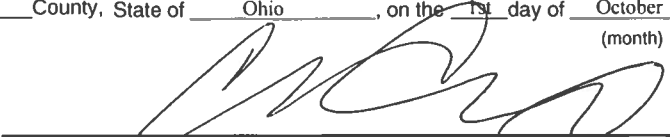
6 UNSWORN DECLARATION

My name is Corey Case, and my date of birth is 06/17/1975.

My address is 5000 Bradenton Ave., Dublin, OH, 43017, US.
(city) (state) (zip code) (country)

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

Executed in Franklin County, State of Ohio, on the 1st day of October, 2025.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Henry Schein Medical
Melville, NY United States

Certificate Number:
2025-1368635

Date Filed:
09/25/2025

Date Acknowledged:

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

Killeen Fire Dept.

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.

101433581
EMS medical supplies and equipment.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



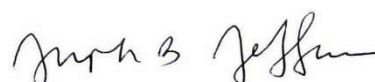
6 UNSWORN DECLARATION

My name is Joe Jefferies_____, and my date of birth is 04-17-1965_____.

My address is 2907 Palmer Drive Friendswood TX 77546_____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

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

Executed in Galveston_____ County, State of Texas_____, on the 10th__day of October____, 2025____.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



PURCHASE OF CONSUMABLE MEDICAL SUPPLIES

RS-25-178

November 4, 2025

PURCHASE OF CONSUMABLE MEDICAL SUPPLIES

- ❑ The Killeen Fire Department purchases consumable medical supplies for use in the delivery of Emergency Medical Services (EMS)
- ❑ The Fire Department responds to over 23,000 EMS calls for service annually
- ❑ In conformance with City policy, consumable medical supplies are purchased through a cooperative contract
- ❑ The Fire Department currently utilizes the following vendors:
 - ❑ Bound Tree Medical Buyboard # 704-23
 - ❑ Henry Schein Buyboard # 704-23

PURCHASE OF CONSUMABLE MEDICAL SUPPLIES

3

- Financial Impact
 - ▣ FY2026 combined expenditure is not to exceed \$449,544
 - ▣ Budgeted expense – no additional funding required
- Conforms to City Policy:
 - ▣ Both Vendors are part of Buyboard Cooperative Contract #704-23

PURCHASE OF CONSUMABLE MEDICAL SUPPLIES

4

- Staff recommends authorizing the City Manager, or his designee, to execute the purchase of medical supplies from Bound Tree Medical and Henry Schein through their respective Buyboard contract, in a combined amount not to exceed \$449,544 for FY26, and that the City Manager or his designee is expressly authorized to execute any and all change orders within the amounts set by state and local law.



City of Killeen

Staff Report

File Number: RS-25-179

Consider a memorandum/resolution approving the purchase/repairs of portable radios and mobile radios from Dailey & Wells Communications Inc., in the amount of \$385,736.00.

DATE: November 4, 2025

TO: Kent Cagle, City Manager

FROM: Jim Kubinski, Fire Chief

SUBJECT: Purchase/Repairs of Portable and Mobile Radios

BACKGROUND AND FINDINGS:

The Killeen Fire Department continues to follow the plan to replace 20% of our communication equipment inventory annually, to include our current inventory of portable handheld radios and mobile vehicle radios. The average expected lifespan of a radio is 5 to 7 years. The Fire Department has coordinated with the Police Department and Office of Homeland Security and Emergency Management (OHSEM) to purchase radios needed for each department. The associated quotes are a combination of portable handheld radios and mobile vehicle radios, which are readily available through Dailey & Wells Communications Inc. state purchasing cooperative contract # H-GAC RA05-21. Also, KFD has budgeted for Dailey & Wells Inc. to provide parts, services, and repairs of our current inventory.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This purchase will be made through the Dailey & Wells H-GAC purchasing cooperative on contract #H-GAC RA05-21. Purchases made through a cooperative contract are exempt from the competitive bidding process, as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F, "a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years?

The estimated expenditure for FY 2026 is as follows:

Fire Dept.

5 - Portable Radios XL-200P Operations:	\$ 34,952.20
2 - Portable Radios XL-200P Command:	\$ 15,129.48
6 - Portable Radios XL-400P:	\$ 43,010.60
8 - Mobile Radios XL-200M:	\$ 72,698.26
Parts & Repairs:	\$ 58,498.00
Total:	\$224,288.54

OHSEM Dept.

1 - Portable Radios XL-200P Operations:	\$ 7,194.94
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Police Dept.

36 - Portable Radios XL-185P:	\$149,252.04
Parts & Repairs (estimated):	\$ 5,000.00

Total estimate:	\$385,735.52
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Future purchases will be assessed annually based upon specific needs and funding availability. The department intends to follow the plan to replace 20% of the equipment inventory annually.

Is this a one-time or recurring expenditure?

Recurring expenditure

Is this expenditure budgeted?

Yes, funds are available as follows:

Fire Dept:

Purchase: 100-56315-250-252-000000

Parts/Repairs: 100-53100-250-252-000000

OHSEM Dept:

Purchase: 100-56315-250-255-000000

Police Dept:

Purchase: 100-56315-210-215-000000

Parts/Repairs: 100-53315-210-215-000000

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this expenditure?

Yes

RECOMMENDATION:

Authorize the City Manager, or his designee, to approve the purchase/repair of portable radios and mobile radios from Dailey & Wells Communications Inc. through HGAC Cooperative Contract # H-GAC RA05-21 in the amount of \$385,736.00, and authorize the City Manager, or his designee, to execute any and all change orders within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Fire
OHSEM
Police
Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Quotes
HGAC Contract
Contract Verification
Certificates of Interested Parties
Presentation

Dailey and Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219



Bill To:

Keith Foxx
City of Killeen, TX
E-Mail Invoices To: purchasing@killeentexas.gov
101 N. College St
Killeen, TX 76541
+1 (254) 501-7673
KFoxx@killeentexas.gov

Ship To:

City of Killeen, TX

Quotation

Quote Number: 2025-4555
Terms: Net 30 Days
Date: 09/18/2025
Valid Until: 11/16/2025

Quote Title: 2026 Fire Radios

Sales Person:
Michael Lee Lockwood
michael.lockwood@dwcomm.com
+1 (281) 713-0405

HGACBuy RA05-21
XL-200P Operations

Line	Qty	Part Number	Description	List Price	Disc.	Unit Price	Ext. Price
1	5	XL-PPM1P-NA	PORTABLE,XL-200P,PKP,PGRN,US,NA	\$ 3,650.00	26%	\$ 2,701.00	\$ 13,505.00
2	5	XL-FW2X	OPERATION,LOAD NIFOG PERSONALITY	\$ 0.01	26%	\$ 0.01	\$ 0.05
3	5	XL-PKGF1	FEATURE PACKAGE,ALL BANDS,V+U+7/800	\$ 1,795.00	26%	\$ 1,328.30	\$ 6,641.50
4	5	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	\$ 125.00	26%	\$ 92.50	\$ 462.50
5	5	XL-PKGMR	OPTION,IMMERSIBLE RADIO OPERATION	\$ 265.00	26%	\$ 196.10	\$ 980.50
6	5	XL-PA4L	BATT,LI-ION,4800,HI-CAP,HAZLOC RADIO,C1D	\$ 275.00	26%	\$ 203.50	\$ 1,017.50
7	5	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	\$ 1,800.00	26%	\$ 1,332.00	\$ 6,660.00
8	5	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	\$ 275.00	26%	\$ 203.50	\$ 1,017.50
9	5	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	\$ 0.01	26%	\$ 0.01	\$ 0.05
10	5	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	\$ 0.01	26%	\$ 0.01	\$ 0.05
11	5	XL-PL8Y	FEATURE, ENCRYPTION LITE	\$ 0.01	26%	\$ 0.01	\$ 0.05
12	5	BM-PKGCL-XL	APP, BEON XL RADIO FAMILY	\$ 365.00	26%	\$ 270.10	\$ 1,350.50
13	5	XL-CH6H	CHARGER, VEHICULAR, PREMIUM, XL-200P	\$ 265.00	26%	\$ 196.10	\$ 980.50
14	5	XL-HC3L	BELT CLIP,METAL	\$ 35.00	26%	\$ 25.90	\$ 129.50
15	5	XL-PA4M	BATTERY,LI-ION,HI-CAPACITY,4800MAH,C1D2	\$ 275.00	26%	\$ 203.50	\$ 1,017.50
16	5	XF-HC7P	CASE, EXTREME RADIO	\$ 160.00	26%	\$ 118.40	\$ 592.00
17	5	XF-HC7L	STRAP,EXTREME REFLECTIVE,STANDARD LENGTH	\$ 125.00	26%	\$ 92.50	\$ 462.50
18	5	XF-HC7R	ANTI-SWAY STRAP, EXTREME	\$ 20.00	26%	\$ 14.80	\$ 74.00

Dailey and Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219



Subtotal: \$ 34,891.20
Shipping (Not Taxed): \$ 61.00
Total: \$ 34,952.20

XL-200P Command

Line	Qty	Part Number	Description	List Price	Disc.	Unit Price	Ext. Price
1	2	XL-PFM1M-NA	PORTABLE,XL-200P,FKP,BLK,US,NA	\$ 3,950.00	26%	\$ 2,923.00	\$ 5,846.00
2	2	XL-FW2X	OPERATION,LOAD NIFOG PERSONALITY	\$ 0.01	26%	\$ 0.01	\$ 0.02
3	2	XL-PKGF1	FEATURE PACKAGE,ALL BANDS,V+U+7/800	\$ 1,795.00	26%	\$ 1,328.30	\$ 2,656.60
4	2	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	\$ 125.00	26%	\$ 92.50	\$ 185.00
5	2	XL-PKGMR	OPTION,IMMERSIBLE RADIO OPERATION	\$ 265.00	26%	\$ 196.10	\$ 392.20
6	2	XL-PA4L	BATT,LI-ION,4800,HI-CAP,HAZLOC RADIO,C1D	\$ 275.00	26%	\$ 203.50	\$ 407.00
7	2	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	\$ 1,800.00	26%	\$ 1,332.00	\$ 2,664.00
8	2	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	\$ 275.00	26%	\$ 203.50	\$ 407.00
9	2	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	\$ 0.01	26%	\$ 0.01	\$ 0.02
10	2	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	\$ 0.01	26%	\$ 0.01	\$ 0.02
11	2	XL-PL8Y	FEATURE, ENCRYPTION LITE	\$ 0.01	26%	\$ 0.01	\$ 0.02
12	2	BM-PKGCL-XL	APP, BEON XL RADIO FAMILY	\$ 365.00	26%	\$ 270.10	\$ 540.20
13	2	XL-CH6F	CHARGER, SINGLE BAY +	\$ 250.00	26%	\$ 185.00	\$ 370.00
14	2	XL-PA4M	BATTERY,LI-ION,HI-CAPACITY,4800MAH,C1D2	\$ 275.00	26%	\$ 203.50	\$ 407.00
15	2	XL-HC3L	BELT CLIP,METAL	\$ 35.00	26%	\$ 25.90	\$ 51.80
16	2	XL-AE3J	SPKR MIC, XL XTRM, XL200P, BLK	\$ 795.00	26%	\$ 588.30	\$ 1,176.60

Subtotal: \$ 15,103.48
Shipping (Not Taxed): \$ 26.00
Total: \$ 15,129.48

XL-400P - Operations

Line	Qty	Part Number	Description	List Price	Disc.	Unit Price	Ext. Price
1	6	XF-PFM1P-NA-PROMO 2	PORTABLE,XL-400P,XTRMKP,PGRN,NA (PROMO 2)	\$ 6,961.00		\$ 6,961.00	\$ 41,766.00

Promo Package Includes:
- XF-PFM1P-NA
- XL-400P XTRM Radio; Green
- XF-PL5L - Over-the-Air-Rekeying
- XF-PL9G - 5000 Aliases
- XF-PL4F - P25 TDMA Phase 2
- XF-PL9F - P25 Conventional Fallback/Failsoft
- XF-PL8Y - Encryption Lite (ADP/ARC4)
- XF-PL8T - LTE
- XF-PKG8F - 256 AES, 64 DES Multi-Key Encryption

Dailey and Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219



- XF-PFGMZ - Maximum Zone Capacity
- XF-LLA - Link Layer Authentication
- XF-PL8N - In-Band GPS
- XF-FW2X - Load NIFOG
- XF-P25ED - P25 Trunking & EDACS Trunking
- XF-PKGF1 - All Bands, VHF, UHF, 7/800MHz
- XF-PA4N - Battery, Lithium-Ion, XTRM
- XF-AN9F - Antenna, Flex, Helical, XTRM, 136-870MHz
- XF-AE3H - Speaker Microphone, XTRM w/UDC, Green
- XF-HC7L - Strap, Extreme, Reflective
- XF-HC7P - Case, Extreme Radio
- XF-HC7R - Anti-Sway Strap, Extreme

2	6	XF-CH6H	CHARGER, VEHICULAR, PREMIUM, XL-400P	\$ 265.00	\$ 196.10	\$ 1,176.60
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Subtotal: \$ 42,942.60

Shipping (Not Taxed): \$ 68.00

Total: \$ 43,010.60

XL-200M Operations

Line	Qty	Part Number	Description	List Price	Disc.	Unit Price	Ext. Price
1	8	XZ-MPM1M	MOBILE, XL-200M, MULTIBAND	\$ 4,275.00	26%	\$ 3,163.50	\$ 25,308.00
2	8	XZ-PL4J	FEATURE, VHF BAND	\$ 600.00	26%	\$ 444.00	\$ 3,552.00
3	8	XZ-PL4K	FEATURE, UHF BAND	\$ 600.00	26%	\$ 444.00	\$ 3,552.00
4	8	XZ-PL4K	FEATURE, UHF BAND	\$ 600.00	26%	\$ 444.00	\$ 3,552.00
5	8	XZ-PL4U	FEATURE,XL200M SINGLE-KEY DES ENCRYPTION	\$ 0.01	26%	\$ 0.01	\$ 0.08
6	8	XZ-PL9E	FEATURE,XL200M SINGLE-KEY AES ENCRYPTION	\$ 0.01	26%	\$ 0.01	\$ 0.08
7	8	XZ-PL4F	FEATURE, PHASE 2 TDMA	\$ 275.00	26%	\$ 203.50	\$ 1,628.00
8	8	XZ-PKGPT	FEATURE PACKAGE, P25 TRUNKING	\$ 1,800.00	26%	\$ 1,332.00	\$ 10,656.00
9	8	XZ-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	\$ 495.00	26%	\$ 366.30	\$ 2,930.40
10	8	XZ-MC6B	MICROPHONE, XL-MOBILE, KEYPAD	\$ 325.00	26%	\$ 240.50	\$ 1,924.00
11	8	XZ-AN7G	ANTENNA, FLEX, HEAVY DUTY	\$ 250.00	26%	\$ 185.00	\$ 1,480.00
12	8	XZ-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	\$ 80.00	26%	\$ 59.20	\$ 473.60
13	8	XZ-LS6A	SPEAKER, EXTERNAL, MOBILE	\$ 60.00	26%	\$ 44.40	\$ 355.20
14	8	XZ-CA6F	CABLE, XL-MOBILE, SPEAKER ACCESSORY	\$ 120.00	26%	\$ 88.80	\$ 710.40
15	12	XZ-CP6A	CONTROL UNIT, XL-CH	\$ 1,850.00	26%	\$ 1,369.00	\$ 16,428.00

Subtotal: \$ 72,549.76

Shipping (Not Taxed): \$ 148.50

Total: \$ 72,698.26

Dailey and Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219

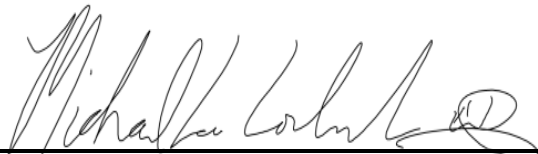


Shipping is Pre-Paid and Added to Invoice UNLESS OTHERWISE QUOTED

If your purchasing policy requires shipping charges added to the order, please advise your sales representative prior to submitting a purchase order.

Quotation Totals

Currency:	US Dollar
Subtotal:	\$ 165,487.04
Shipping Provider:	
Shipping (Not Taxed):	\$ 303.50
Total:	\$ 165,790.54


Sales Person Signature

Dailey and Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219



Purchase Order to be issued to:
Dailey and Wells Communications, Inc.
3440 E. Houston St.
San Antonio, TX 78219

Dailey and Wells Communications, Inc. is registered with:
Wide Area Workflow (WAWF)
System For Award Management (SAM)

Dailey and Wells Communications, Inc. is registered as a:
Certified SBE - Small Business Enterprise
Certified MBE - Minority Business Enterprise
Certified ABE - Asian American Business Enterprise
Commodity Codes: NAICS 334220, NAICS 334515

Tax ID: 74-1873279
CAGE Code: 0EC35
DUNNS: 010551315

The Purchase Order must include the following references:

- Quote Number
- Contract Name and/or Number; All orders must contain valid model number, quantity, and price for each item
- Frequencies must be supplied with order if applicable
- Requested Delivery Date
- If related to Grant Funding, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable
- Shipping will default to Best Way, 5 day ground, unless otherwise specific
- Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable; Non Standard packing will be billed to the customer
- Bill to and Ship to addresses must be included.

This document contains confidential, proprietary, and competitive sensitive information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this quote. Disclosure, reproduction, or use of any part thereof shall not be made without prior written approval from Dailey & Wells Communications.

These items/technical data are controlled by the United States government and shall not be exported from the United States nor shared with a Foreign National without prior approval from the United States government. Delivery is dependent upon receipt of an export license, where applicable.

TOTAL PRICE excludes installation, programming, taxes (if applicable), and shipping (if applicable) unless i) items are itemized herein, ii) otherwise agreed to by both parties in writing, or iii) the quote is issued under an existing contract noted on quote and purchase order.

Dailey and Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219



Bill To:

Shane Jones
City of Killeen, TX
E-Mail Invoices To: purchasing@killeentexas.gov
101 N. College St
Killeen, TX 76541
12545016632
msjones@killeentexas.gov

Ship To:

City of Killeen, TX

Quotation

Quote Number: 2025-4566
Terms: Net 30 Days
Quote Date: 09/19/2025
Valid Until: 11/18/2025
Print Date: 09/19/2025

Quote Title: 2026 Repairs & Parts - Killeen Fire

Sales Person:
Michael Lee Lockwood
michael.lockwood@dwcomm.com
+1 (281) 713-0405

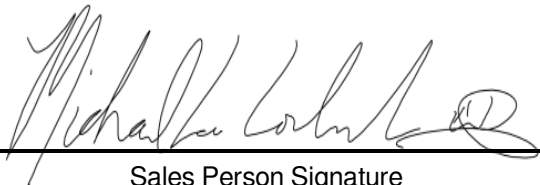
Line	Qty	Part Number	Description	List Price	Unit Price	Ext. Price
1	1	DWC-PARTS	Service Parts Estimate	\$ 38,498.00	\$ 38,498.00	\$ 38,498.00
2	1	DWC-SERV	Service Repairs Estimate	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00

Shipping is Pre-Paid and Added to Invoice UNLESS OTHERWISE QUOTED

If your purchasing policy requires shipping charges added to the order, please advise your sales representative prior to submitting a purchase order.

Quotation Totals

Currency: US Dollar
Subtotal: \$ 58,498.00
Total: \$ 58,498.00


Sales Person Signature

Dailey and Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219



Purchase Order to be issued to:
Dailey and Wells Communications, Inc.
3440 E. Houston St.
San Antonio, TX 78219

Dailey and Wells Communications, Inc. is registered with:
Wide Area Workflow (WAWF)
System For Award Management (SAM)

Dailey and Wells Communications, Inc. is registered as a:
Certified SBE - Small Business Enterprise
Certified MBE - Minority Business Enterprise
Certified ABE - Asian American Business Enterprise
Commodity Codes: NAICS 334220, NAICS 334515

Tax ID: 74-1873279
CAGE Code: 0EC35
DUNNS: 010551315

The Purchase Order must include the following references:

- Quote Number
- Contract Name and/or Number; All orders must contain valid model number, quantity, and price for each item
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- Requested Delivery Date
- If related to Grant Funding, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable
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- Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable; Non Standard packing will be billed to the customer
- Bill to and Ship to addresses must be included.

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TOTAL PRICE excludes installation, programming, taxes (if applicable), and shipping (if applicable) unless i) items are itemized herein, ii) otherwise agreed to by both parties in writing, or iii) the quote is issued under an existing contract noted on quote and purchase order.

Dailey and Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219

HGACBuy RA05-21



Bill To:

Shane Jones
City of Killeen, TX
E-Mail Invoices To: purchasing@killeentexas.gov
101 N. College St
Killeen, TX 76541
12545016632
msjones@killeentexas.gov

Ship To:

Shane Jones
City of Killeen, TX
12545016632
msjones@killeentexas.gov

Quotation

Quote Number: 2025-4577

Terms: Net 30 Days

Quote Date: 09/26/2025

Valid Until: 11/25/2025

Print Date: 09/26/2025

Quote Title: XL-200P Radio - Emergency Management

Sales Person:

Michael Lee Lockwood

michael.lockwood@dwcomm.com

+1 (281) 713-0405

XL-200P Operations

Line	Qty	Part Number	Description	List Price	Unit Price	Ext. Price
1	1	XL-PFM1M-NA	PORTABLE,XL-200P,FKP,BLK,US,NA	\$ 3,950.00	\$ 2,923.00	\$ 2,923.00
2	1	XL-FW2X	OPERATION,LOAD NIFOG PERSONALITY	\$ 0.01	\$ 0.01	\$ 0.01
3	1	XL-PKGF1	FEATURE PACKAGE,ALL BANDS,V+U+7/800	\$ 1,795.00	\$ 1,328.30	\$ 1,328.30
4	1	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	\$ 125.00	\$ 92.50	\$ 92.50
5	1	XL-PKGMR	OPTION,IMMERSIBLE RADIO OPERATION	\$ 265.00	\$ 196.10	\$ 196.10
6	1	XL-PA4L	BATT,LI-ION,4800,HI-CAP,HAZLOC RADIO,C1D	\$ 275.00	\$ 203.50	\$ 203.50
7	1	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	\$ 1,800.00	\$ 1,332.00	\$ 1,332.00
8	1	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	\$ 275.00	\$ 203.50	\$ 203.50
9	1	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	\$ 0.01	\$ 0.01	\$ 0.01
10	1	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	\$ 0.01	\$ 0.01	\$ 0.01
11	1	XL-PL8Y	FEATURE, ENCRYPTION LITE	\$ 0.01	\$ 0.01	\$ 0.01
12	1	BM-PKGCL-XL	APP, BEON XL RADIO FAMILY	\$ 365.00	\$ 270.10	\$ 270.10
13	1	XL-CH6F	CHARGER, SINGLE BAY +	\$ 250.00	\$ 185.00	\$ 185.00
14	1	XL-HC3L	BELT CLIP,METAL	\$ 35.00	\$ 25.90	\$ 25.90
15	1	XL-PA4M	BATTERY,LI-ION,HI-CAPACITY,4800MAH,C1D2	\$ 275.00	\$ 203.50	\$ 203.50
16	1	XL-AE2V	SPEAKER MIC, REVO NC2, C1D2	\$ 275.00	\$ 203.50	\$ 203.50

Shipping is Pre-Paid and Added to Invoice UNLESS OTHERWISE QUOTED

Quotation Totals

If your purchasing policy requires shipping charges added to the order, please advise your sales representative prior to submitting a purchase order.

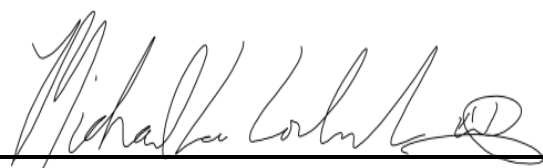
Currency: US Dollar

Subtotal: \$ 7,166.94

Shipping Provider:

Shipping (Not Taxed): \$ 28.00

Total: \$ 7,194.94


Sales Person Signature

Dailey and Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219

HGACBuy RA05-21



Purchase Order to be issued to:
Dailey and Wells Communications, Inc.
3440 E. Houston St.
San Antonio, TX 78219

Dailey and Wells Communications, Inc. is registered with:
Wide Area Workflow (WAWF)
System For Award Management (SAM)

Dailey and Wells Communications, Inc. is registered as a:
Certified SBE - Small Business Enterprise
Certified MBE - Minority Business Enterprise
Certified ABE - Asian American Business Enterprise
Commodity Codes: NAICS 334220, NAICS 334515

Tax ID: 74-1873279
CAGE Code: 0EC35
DUNNS: 010551315

The Purchase Order must include the following references:

- Quote Number
- Contract Name and/or Number; All orders must contain valid model number, quantity, and price for each item
- Frequencies must be supplied with order if applicable
- Requested Delivery Date
- If related to Grant Funding, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable
- Shipping will default to Best Way, 5 day ground, unless otherwise specific
- Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable; Non Standard packing will be billed to the customer
- Bill to and Ship to addresses must be included.

This document contains confidential, proprietary, and competitive sensitive information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this quote. Disclosure, reproduction, or use of any part thereof shall not be made without prior written approval from Dailey & Wells Communications.

These items/technical data are controlled by the United States government and shall not be exported from the United States nor shared with a Foreign National without prior approval from the United States government. Delivery is dependent upon receipt of an export license, where applicable.

TOTAL PRICE excludes installation, programming, taxes (if applicable), and shipping (if applicable) unless i) items are itemized herein, ii) otherwise agreed to by both parties in writing, or iii) the quote is issued under an existing contract noted on quote and purchase order.

Dailey and Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219



Bill To:
Jeff Corbitt
City of Killeen, TX
E-Mail Invoices To: kbell@killeentexas.gov
101 N. College St
Killeen, TX 76541
+1 (254) 501-6560
jcorbitt@killeentexas.gov

Ship To:
City of Killeen, TX
Police Department
3304 Community Blvd
Killeen, TX 76542

Quotation

Quote Number: 2025-4461
Terms: Net 30 Days
Date: 08/12/2025
Valid Until: 10/11/2025

Quote Title: 22 - XL-185P Portable Radios

Sales Person:
Michael Lee Lockwood
michael.lockwood@dwcomm.com
+1 (281) 713-0405

HGACBuy RA05-21
XL-185P Portable Radios

Line	Qty	Part Number	Description	List Price	Disc.	Unit Price	Ext. Price
1	36	XS-PFS1M-NA	PORTABLE,XL-185P,7/8,FKP,BLK,US,NA	\$ 2,750.00	26%	\$ 2,035.00	\$ 73,260.00
2	36	XS-FW2X	OPERATION, LOAD NIFOG PERSONALITY	\$ 0.01	26%	\$ 0.01	\$ 0.36
3	36	XS-PL4F	FEATURE,P25 PHASE 2 TDMA	\$ 275.00	26%	\$ 203.50	\$ 7,326.00
4	36	XS-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	\$ 0.01	26%	\$ 0.01	\$ 0.36
5	36	XS-PL4U	FEATURE,SINGLE-KEY DES ENCRYPTION	\$ 0.01	26%	\$ 0.01	\$ 0.36
6	36	XS-PKGPT	FEATURE PACKAGE,P25 TRUNKING	\$ 1,800.00	26%	\$ 1,332.00	\$ 47,952.00
7	36	XS-PL4L	FEATURE, SINGLE BAND 7/800	\$ 0.01	26%	\$ 0.01	\$ 0.36
8	36	XS-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	\$ 45.00	26%	\$ 33.30	\$ 1,198.80
9	36	XS-AE4B	SPEAKER MICROPHONE,EMER BUTTON	\$ 255.00	26%	\$ 188.70	\$ 6,793.20
10	36	XS-HC6Y	CASE, LEATHER, 2.5" BELT LOOP, D-SWIVEL, HI Cap Battery	\$ 175.00	26%	\$ 129.50	\$ 4,662.00
11	36	XS-CH6F	CHARGER, DESKTOP, SINGLE BAY +	\$ 250.00	26%	\$ 185.00	\$ 6,660.00
12	2	XS-CH6G	CHARGER, 6-BAY, PREMIUM, XL-185P	\$ 945.00	26%	\$ 699.30	\$ 1,398.60

Shipping is Pre-Paid and Added to Invoice UNLESS OTHERWISE QUOTED

Quotation Totals

If your purchasing policy requires shipping charges added to the order, please advise your sales representative prior to submitting a purchase order.

Currency: US Dollar
Subtotal: \$ 149,252.04
Total: \$ 149,252.04

Sales Person Signature

Dailey and Wells Communications, Inc.

3440 E. Houston St., San Antonio, TX 78219



Purchase Order to be issued to:
Dailey and Wells Communications, Inc.
3440 E. Houston St.
San Antonio, TX 78219

Dailey and Wells Communications, Inc. is registered with:
Wide Area Workflow (WAWF)
System For Award Management (SAM)

Dailey and Wells Communications, Inc. is registered as a:
Certified SBE - Small Business Enterprise
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Certified ABE - Asian American Business Enterprise
Commodity Codes: NAICS 334220, NAICS 334515

Tax ID: 74-1873279
CAGE Code: 0EC35
DUNNS: 010551315

The Purchase Order must include the following references:

- Quote Number
- Contract Name and/or Number; All orders must contain valid model number, quantity, and price for each item
- Frequencies must be supplied with order if applicable
- Requested Delivery Date
- If related to Grant Funding, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable
- Shipping will default to Best Way, 5 day ground, unless otherwise specific
- Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable; Non Standard packing will be billed to the customer
- Bill to and Ship to addresses must be included.

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TOTAL PRICE excludes installation, programming, taxes (if applicable), and shipping (if applicable) unless i) items are itemized herein, ii) otherwise agreed to by both parties in writing, or iii) the quote is issued under an existing contract noted on quote and purchase order.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - L3Harris Technologies, Inc. - Public Services - ID: 7309

MASTER GENERAL PROVISIONS

This Master 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 L3Harris Technologies, Inc., hereinafter referred to as the Contractor, having its principal place of business at 1025 West NASA Blvd., Melbourne, FL 32919.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (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.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

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 task 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.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Aug 01 2021 and ends Jul 31 2023. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under

all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor 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 Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: 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 Master 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. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master 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 Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor'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 Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master 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 payment or until all audit findings have been resolved. 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 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master 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 Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master 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 Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor 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 Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (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.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master 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 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master 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 Master 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 Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor'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 Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master 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. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR 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. 327-332), as set forth in Department of Labor Regulations at 20 CFR 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 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system 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 equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) 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); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master 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 Contractor 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. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor 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 Contractor 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 Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor 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 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent 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)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These 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) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 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;
- h) 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;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master 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 Contractor. 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 Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor 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 Contractor 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 Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master 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 Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

L3Harris Technologies, Inc.

Signature  9112F0DDBDF3458...

Name Harriet Jefferson

Title Lead, Contracts

Date 9/29/2021

H-GAC

Signature  82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 9/29/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - L3Harris Technologies, Inc. - Public Services - ID: 7309

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement ("EUA") with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder,

proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a

Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not 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.)

ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system 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 equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) 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); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders 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., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR 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. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor 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 Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of 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) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must

include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify 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 Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, 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 Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master 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 a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.

ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

Attachment A
L3Harris Technologies, Inc.
Radio Communications/Emergency Response Equipment
Contract No.: RA05-21

All Catalogs effective date: August 1, 2021

Line Item Reference Number	Product Code	Product Summary (detailing the items, equipment and/or services being offered for the specific product code)	Manufacturer	Vendor	Item Description	Bid Price
1	GA	Bid Cost	L3Harris	Various	Equipment listed in the catalog with product code BC.	List Price
2	GA	Combination Model	L3Harris	Various	Equipment listed in the catalog with product code C..	MSRP 26% Discount
3	GA	Software Services	L3Harris	Various	Software listed in the catalog with product code L.	List Price
4	GA	License with Delivery	L3Harris	Various	Licenses listed in the catalog with product code LD.	List Price
5	GA	Options	L3Harris	Various	Equipment listed in the catalog with product code N.	MSRP 26% Discount
6	GA	Feature Options	L3Harris	Various	Features listed in the catalog with product code NB.	MSRP 26% Discount
7	GA	Parts	L3Harris	Various	Equipment listed in the catalog with product code P.	MSRP 26% Discount
8	GA	Service Parts	L3Harris	Various	Equipment listed in the catalog with product code S.	MSRP 26% Discount
9	GA	Vendor Option	L3Harris	Various	Equipment listed in the catalog with product code V.	MSRP 10% Discount
10	GA	Vendor Customizes to L3Harris Specifications	L3Harris	Various	Equipment listed in the catalog with product code VC.	MSRP 10% Discount
11	GA	Special Products	L3Harris	Various	Equipment listed in the catalog with product code 77.	MSRP 10% Discount

Each catalog listing is identified with an Equipment Class Code where applicable. The code can be found in the above Item Description field. The discount offered in RA05-21 is based on the Equipment Class Code. The above list of Equipment Class Codes and associated discount off the published list price applies throughout the catalog. The 2021 Product Catalog has been provided in excel format.

AMENDMENT No. 1 to CONTRACT No. RA05-21
For
Radio Communications/Emergency Response Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
L3Harris Technologies, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

82EC270D5D61423...
Chuck Wemple, Executive Director
Date: 7/27/2023

Signed for: **L3Harris Technologies, Inc.**

Printed Name & Title:

DocuSigned by:

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Jeremy Roe Principal, Contracts
Date: 7/26/2023



HOUSTON-GALVESTON AREA COUNCIL PROCUREMENT AND CONTRACTS PROGRAM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires the Houston-Galveston Area Council (H-GAC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors/providers. In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Houston-Galveston Area Council or other federal department or agency, may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Houston-Galveston Area Council or other federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ YES ☒ NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all 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 certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Houston-Galveston Area Council, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential contractor:

☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR _____

VENDOR ID NO. / FEDERAL EMPLOYER ID NO. _____

Signature of Authorized Representative

July 26, 2023

Date

Jeremy S. Roe

Printed/Typed Name of Authorized Representative

Principal, Contracts

Title of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a contractor to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such contractor from participation in this transaction. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective contractor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective contractor 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," "participant," "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 the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The prospective contractor agrees by submitting this proposal 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 entering into this transaction.
6. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this 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 ineligibility of its principals. Each participant may, but is not required to, check the Non procurement 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 6 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 may terminate this transaction for cause or default.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - L3Harris Technologies, Inc. - Public Services - ID: 12868

EXTENSION No. 2 to CONTRACT No. RA05-21

For

Radio Communications/Emergency Response & Mobile Interoperability Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

L3Harris Technologies, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Radio Communications/Emergency Response & Mobile Interoperability Equipment, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:

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Chuck Wemple
Executive Director
Date: 7/23/2024

Signed for: **L3Harris Technologies, Inc.**

Printed Name:
Title:

DocuSigned by:

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Christine Weaver
Lead, Contracts
Date: 7/22/2024

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - L3Harris Technologies, Inc. - Public Services - ID: 14459

EXTENSION No. 3 to CONTRACT No. RA05-21

For

Radio Communications/Emergency Response & Mobile Interoperability Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

L3Harris Technologies, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2027 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Radio Communications/Emergency Response & Mobile Interoperability Equipment, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:

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Chuck Wemple
Executive Director
Date: 7/1/2025

Signed for: **L3Harris Technologies, Inc.**

Signed by:

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Printed Name: Kathryn Lewis
Title: Contracts Manager

Kathryn Lewis
Contracts Manager
Date: 6/30/2025

**HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE
PURCHASING PROGRAM****PLANNED AUTHORIZED RETAILERS/DISTRIBUTORS/DEALER FORM**

Provide a listing of all planned authorized retailers/distributors/dealers, etc. that may be used during the term of this contract to deliver goods or services. NOTE: awarded contractor remains responsible for all applicable terms of the contract. Form can be duplicated as necessary to include all companies anticipated.

Company Name **Dailey and Wells Communications, Inc.**

Address **3440 E. Houston Street**

City **San Antonio** State **Texas** Zip **78219**

Phone Number **800-728-4398 ext. 701** Fax Number **210-893-6702**

Contact Person **Jim Sawyer - Mobile # 210-393-7827**

Authorized Product/Service **L3Harris Catalogue**

Tax ID (Attach W-9) **74-1873279**

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

Authorized Product/Service

Tax ID (Attach W-9)

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person

Authorized Product/Service

Tax ID (Attach W-9)



Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies, and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Richard Wells Digitally signed by Richard Wells
Date: 2025.09.23 10:08:32 -05'00'

Signature

Richard Wells

Printed Name

09/23/2025

Date

Dailey and Wells Communications, Inc.

Company Name

President

Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Dailey and Wells Communications, Inc.
San Antonio, TX United States

Certificate Number:
2025-1333978

Date Filed:
9/18/2025

Date Acknowledged:

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

City of Killeen, Texas

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

HGAC RA05-21
Radios, equipment and associated services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wells, Richard	San Antonio, TX United States	X	
	Wells, JoAnne	San Antonio, TX United States	X	
	Wells, Thomas	San Antonio, TX United States	X	
	Wells Grier, Catherine	San Antonio, TX United States	X	

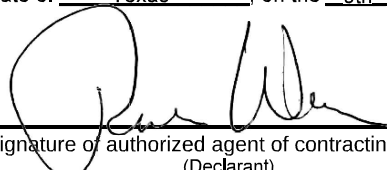
5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is Richard Wells, and my date of birth is 6/5/1959.

My address is 3440 E. Houston St., San Antonio, TX, 78219, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 9th day of July, 20 25.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

PURCHASE OF
MOBILE/PORTABLE RADIOS,
PARTS, & REPAIRS

RS-25-179

November 4, 2025

PURCHASE OF RADIOS, PARTS, & REPAIRS

2

- Killeen Fire Department has coordinated with the Office of Homeland Security and Emergency Management and Killeen Police Department for a bulk purchase of radios, parts, and repairs from Dailey & Wells Communications, Inc. as follows:
- Fire Dept.
 - 13 - Portable Radios: \$93,092.28
 - 8 - Mobile Radios: \$72,698.26
 - Parts & Repairs: \$58,498.00

PURCHASE OF RADIOS, PARTS, & REPAIRS

3

- OHSEM Dept.

1 - Portable Radio:	\$7,194.94
---------------------	------------

- Police Dept.

36 - Portable Radios:	\$149,252.04
-----------------------	--------------

Parts & Repairs:	\$5,000.00
------------------	------------

- Total purchase not to exceed: \$385,736.00

PURCHASE OF RADIOS, PARTS, & REPAIRS

4

- ❑ Financial Impact
 - ▣ \$385,736.00
 - ▣ Budgeted expenses - no additional funding required

- ❑ This purchase will be made through Dailey & Wells Communications HGAC Cooperative contract #RA05-21 and Conforms to City Policy

PURCHASE OF RADIOS, PARTS, & REPAIRS

5

- Staff recommends to authorize the City Manager, or his designee, to approve the purchase/repair of portable radios and mobile radios from Dailey & Wells Communications Inc. through HGAC Cooperative Contract # H-GAC RA05-21 in an amount not to exceed \$385,736.00, and authorize the City Manager, or his designee, to execute any and all change orders within the amounts set by state and local law.



City of Killeen

Staff Report

File Number: RS-25-180

Consider a memorandum/resolution approving the purchase of 24 cardiac monitors/defibrillators and associated accessories from Zoll Medical Corporation, in the amount of \$1,590,728.62.

DATE: November 4, 2025

TO: Kent Cagle, City Manager

FROM: James Kubinski, Fire Chief

SUBJECT: Purchase of Cardiac Monitors/Defibrillators

BACKGROUND AND FINDINGS:

The Fire Department uses cardiac monitors/defibrillators to detect and treat life-threatening heart rhythm problems (arrhythmias) by continuously watching the heart's electrical activity and delivering electrical shocks to restore a normal heart rhythm or to pace the heart. These devices are used for people at risk of sudden cardiac arrest, those with conditions like heart failure or ventricular tachycardia, and to diagnose the cause of symptoms like fainting, chest pain, or palpitations. We performed an end-user study to assess the Stryker LifePak 35 and Zoll X-Series and associated accessories to include a 4-year service warranty, after action patient case review, blood pressure cuffs, electrodes, electrode cables, defibrillator pads, batteries, storage cases, etc. Purchase total will be \$1,590,728.62 over 5 years at Zero (0) % interest.

THE ALTERNATIVES CONSIDERED:

- 1: Stryker LifePak 35 and associated accessories
- 2: Zoll X-Series and associated accessories
- 3: Phillips Tempus and associated accessories

Which alternative is recommended? Why?

Staff recommends the Zoll X-Series and associated accessories for the following reasons:

- Provides the ability to see the underlying cardiac rhythm while mechanical CPR is being performed
- Includes Electrocardiogram (EKG) printer in unit (we are required to provide printed copies of the EKG to the Justice of the Peace)
- Respiratory rate and tidal volume feedback for appropriate airway management
- Removes the need for an additional modem and operates from Bluetooth and Cradlepoint
- Provides remote access to analyze real-time and post event cardiac data for quality

- improvement
- CPR feedback for manual compressions

CONFORMITY TO CITY POLICY:

This purchase will be made through Zoll Sourcewell Contract #041823. Purchases made through a cooperative contract are exempt from the competitive bidding process, as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F, "a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years?

FY26 expenditure:

Due net 30 days: \$318,145.72
FY 27: \$318,145.72
FY 28: \$318,145.72
FY 29: \$318,145.72
FY 30: \$318,145.74

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this expenditure?

Yes. Funds are currently budgeted in the Fire Department's operational budget; however, they will be moved to debt service as part of the mid-year budget amendment. Debt service payments will be made from the Loan Principal account 100-57150-800-250-000000.

RECOMMENDATION:

Staff recommends authorizing the City Manager, or his designee, to execute the purchase of 24 cardiac monitors/defibrillators and associated accessories from Zoll Medical Corporation through their Sourcewell Contract #041823, in the amount of \$1,590,728.62 over 5 years at Zero (0) % interest, paid annually, and that the City Manager or his designee is expressly authorized to execute any and

all change orders within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Legal, Purchasing, Finance

ATTACHED SUPPORTING DOCUMENTS:

Quote

Sourcewell Contract

Contract Verification

Certificate of Interested Parties

Presentation

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-103022 Version: 4

Killeen Fire Department
201 S 28th St
Killeen, TX 76541

ZOLL Customer No: 3644

Jim Kubinski
2545017671
jkubinski@killeentexas.gov

Quote No: Q-103022
Version: 4

Issued Date: September 24, 2025
Expiration Date: November 1, 2025

Terms: 5 Annual Payments Starting Net
30

FOB: Shipping Point
Freight: Prepay & Add

Prepared by: Shayla Price
EMS Territory Manager
sshircliff@zoll.com
+1 3175045421

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2231111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •	24	\$56,663.00	\$55,013.00	\$1,320,312.00
2	CH-19879	8900-0400	CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case	6	\$771.00	\$587.12	\$3,522.72

**ZOLL Medical Corporation**

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Chelmsford, MA 01824-4105
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Killeen Fire Department
Quote No: Q-103022 Version: 4

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	CH-19879	8300-000676	OneStep Cable, X Series	24	\$586.00	\$446.08	\$10,705.92
4	CH-19879	8009-0020	CPR-D-padz and CPR Stat Padz Connector	24	\$508.00	\$386.22	\$9,269.28
5	CH-19879	8900-000220-01	OneStep Pediatric CPR Electrode (8 per case)	3	\$895.00	\$681.42	\$2,044.26
6	CH-19879	8000-001128	Accuvent Flow Tube (Box of 10)	5	\$821.00	\$624.84	\$3,124.20
7	CH-19879	REUSE-13-2MQ	Welch Allyn REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist Lock connector	24	\$65.00	\$51.66	\$1,239.84
8	CH-19879	REUSE-12-2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist Lock connector	24	\$42.00	\$37.80	\$907.20
9	CH-19879	REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist Lock connector	24	\$36.00	\$32.40	\$777.60
10	CH-19879	REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	24	\$35.00	\$31.50	\$756.00
11	CH-19879	8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	24	\$259.00	\$245.18	\$5,884.32
12	CH-19879	8000-000862	Masimo LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft	24	\$900.00	\$885.60	\$21,254.40
13	CH-19879	8000-000863	Masimo LNCS-II Rainbow SpCO Sensor, Pediatric, 3 ft	24	\$850.00	\$765.00	\$18,360.00
14	CH-19879	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	48	\$1,031.00	\$784.74	\$37,667.52
15	CH-19879	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	4	\$3,557.00	\$2,709.28	\$10,837.12
16	CH-19879	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	8	\$1,302.00	\$991.38	\$7,931.04
17	CH-19879	8000-000876-01	Paper, Thermal, w/Grid, BPA Free (Box of 6)	8	\$33.00	\$24.60	\$196.80
18		8000-000393-01	X Series Carry Case, Premium	24	\$457.00	\$457.00	\$10,968.00

**ZOLL Medical Corporation**

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Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Killeen Fire Department
Quote No: Q-103022 Version: 4

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
19		8778-89044-WF	Professional Defibrillators/Monitors - Worry-Free Service Plan - 4 Years On-Site At Time of Sale Includes: Annual preventive maintenance, discount on parameter upgrades, SurePower II Battery replacement upon failure, and accidental damage (see below) coverage. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the One Year Product Limited Warranty. Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.	24	\$8,485.00	\$7,636.50	\$183,276.00
20		8400-110045	CaseReview Premium Subscription, X Series, 5 Year- Hosted Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	24	\$2,616.00	\$2,540.00	\$60,960.00
21	CH-19879	REUSE-07-2MQ	Welch Allyn REUSE-07-2MQ Cuff, Infant, 2-Tube, Twist Lock connector	24	\$34.00	\$30.60	\$734.40
22		7800-0414-61	LP 15 12-Lead Version 4 Trade In Allowance See Trade Unit Considerations.	24		(\$5,000.00)	(\$120,000.00)

Subtotal: \$1,590,728.62

Total: \$1,590,728.62

Contract Reference	Description
CH-19879	Reflects Sourcwell 2023 041823-ZLL Contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in Sourcwell 2023 041823-ZLL shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations

Trade-In values valid through November 1, 2025 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

Additional Language

- Due net 30 days: \$318,145.72
- 2026: \$318,145.72
- 2027: \$318,145.72
- 2028: \$318,145.72
- 2029: \$318,145.72

UCC Financing Statement

By placing a Purchase Order in response to this quotation, Customer agrees that it thereby grants to ZOLL a purchase money security interest in all the goods referenced by such purchase order and acknowledges that ZOLL may file a UCC Financing Statement ordering such purchase money security interest. Customer further agrees to provide a signed Security Agreement to ZOLL prior to shipment pursuant to such purchase order.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Killeen Fire Department
Quote No: Q-103022 Version: 4

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/terms-and-conditions-of-sale>, for software products can be found at <https://www.zoll.com/software-legal>, and for ExpertCare Service Plans can be found at <https://www.zoll.com/ExpertCare-Service-Terms>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on November 1, 2025. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Killeen Fire Department

Authorized Signature:

Name: _____
Title: _____
Date: _____



Killeen Fire Department
Quote No: Q-103022 Version: 4

269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

ALS/BLS Software Solutions Master Software, SaaS and Services Agreement and Addenda Acknowledgement Form

The terms and conditions applicable to ZOLL Medical Corporation's Software Solutions products can be found at <https://www.zoll.com/en/about-zoll/legal>. By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____

SECURITY AGREEMENT

Equipment + Basic

This Security Agreement, made and entered in this _____ day of _____ by and between **ZOLL Medical Corporation**, located at **269 Mill Rd Chelmsford, MA 01824**, (hereinafter "Secured Party") and _____ with headquarters located at _____ and if a legal person or registered, incorporated, formed or otherwise organized in or under the laws of the [state] of _____, (hereinafter "Debtor").

I CREATION OF SECURITY INTEREST

In consideration for the extension of credit, Debtor hereby grants a purchase money security interest in, and assigns to the Secured Party, all of Debtors' right, title and interest in, to and under the Collateral described in the first paragraph of Section II below as collateral to security for the payment and performance of all debts, liabilities and obligations of Debtor of any kind whenever and however incurred to Secured Party, including the Obligations (as defined below).

II COLLATERAL

The term "Collateral" as used in this Agreement shall mean (a) the equipment described in Exhibit A and (b) all proceeds thereof.

The term "Obligations" as used in this Agreement shall mean and include the indebtedness related to the purchase of the equipment described in Exhibit A.

III DEBTOR'S OBLIGATIONS

- A. Debtor warrants and covenants that the Collateral will be held for use, sale or lease in and for Debtor's business and will be kept only at the principal place of business set forth herein (and Debtor's additional address(es) set forth with its signature, if any); Debtor will notify Secured Party in writing fifteen (15) days prior to any of the following:
- (1) Change(s) or additions to location of any material or substantial portion of the Collateral,
 - (2) Change(s) in location of chief executive offices (if an unregistered entity),
 - (3) Change(s) in state of Incorporation (if a registered entity),
 - (4) Change(s) in state of residence (if an individual),
 - (5) Change(s) in name of Debtor's business.
- B. Debtor covenants that it will notify Secured Party in writing 30 days prior of: its opening of any new places of business, or the closing of any existing places of business, or the change of name or nature of the entity including changes to state of incorporation or state of chief executive offices.
- C. Debtor warrants and covenants that it has good and marketable title to, all its Collateral, and the same are free and clear of all liens and encumbrances other than liens in favor of the Secured Party securing the Obligations.

IV DEFAULT

The following shall constitute a default by Debtor:

Non-payment: Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors.

Breach: Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of any of Debtor's obligations or agreements under Sections III and VII shall constitute default under this Security Agreement

Insolvency: The dissolution, termination of existence, \suspension of business, insolvency or business failure of Debtor; or appointment of a receiver, trustee or custodian, for all or any property of Debtor, assignment for the benefit of creditors by Debtor, or the commencement of any proceeding by or against Debtor under any provision

of the United States Bankruptcy Code, as amended, or under any other state, federal or other bankruptcy or insolvency law, now or hereafter in effect.

V SECURED PARTY'S RIGHTS AND REMEDIES

- A. Secured Party may assign this security agreement, and this agreement shall be binding upon and insure to the benefit of Secured Party's successor and assigns, and:
- (1) If Secured Party does assign this security agreement, the assignee shall be entitled, upon notifying the Debtor, to performance of all Debtor's obligations and agreements under Sections III and VII, and assignee shall be entitled to all of the rights and remedies of Secured Party under this Section V; and
 - (2) Debtor will not assert any claims or defenses he may have against Secured Party or against its assignee except those granted in this security agreement.
- B. Upon Debtor's default, Secured Party, shall have all rights set forth under the Uniform Commercial Code, including, but not limited to Article 9, and may exercise his rights of enforcement under the Uniform Commercial Code in force in the State where the Collateral is located or where the UCC Financing Statement is filed and in conjunction with, in addition to or substitution for those rights, at Secured Party's discretion, may
- (1) Declare all unpaid balances due and payable, notwithstanding otherwise stated maturities; and/or,
 - (2) Waive any default or remedy any default in any reasonable manner without any or all Accounts or other collateral or proceeds, or to sell, transfer, compromise, waiving the default remedied and without waiving any other prior or subsequent default.
- C. The Secured Party may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

VI RIGHTS AND REMEDIES OF DEBTOR

Debtor shall have all the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code in force in the State of where the Collateral is located or where the UCC Financing Statement is filed. In addition, the Debtor has all rights and remedies and immunities afforded to it as a sovereign, except any waived by virtue of the inclusion of Debtor's obligations set forth in this contract. Debtor shall not assign or transfer its rights or obligations hereunder without the prior written consent of Secured Party and any assignment or transfer made in violation of this sentence shall be void.

VII ADDITIONAL AGREEMENTS AND AFFIRMATIONS

- A. Debtor Agrees and Affirms
- (1) That information supplied and statements made by Debtor in any financial or credit statement or application for credit prior to this security agreement are true and correct and,
 - (2) Debtor warrants and covenants that it will keep and maintain its business as presently constituted and will advise Secured Party immediately of any change in the name or nature or location thereof and of any fact or occurrence which does, or with lapse of time could, impair Debtor's ability to perform hereunder.
 - (3) Debtor warrants that all locations of collateral and all corporate, partnership, doing business, trade and individual names are listed below the signature line (hereon) are absolutely accurate and complete and that it will give Secured Party at least thirty (30) days prior written notice of any change thereof, addition thereto or deletion there from.
 - (4) That if Debtor is also buyer of the Collateral, there are no express warranties unless they appear in writing signed by the seller and there are no implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the Collateral.
- B. Mutual Agreements
- (1) "Debtor" and "Secured Party" as used in this security agreement include the heirs, executors or administrators, successors or assigns of those parties.
 - (2) The law governing this secured transaction shall be that of the State where the Collateral is located or where the UCC Financing statement is filed.
 - (3) If more than one Debtor executes the security agreement, their obligations hereunder shall be joint and several.

- (4) This agreement does not waive Secured Party's rights under any other agreement that Debtor has signed with the Secured Party.
- (5) Debtor authorizes Secured Party to file a UCC Financing Statement describing the Collateral and appoints Secured Party as Debtor's agent and grants Secured Party limited Power of Attorney to sign UCC forms for the purpose of protecting Secured Party's interest.

C. Form of Debtor's Business

- (1) Debtors represents and warrants as follows: Debtor's business is (circle one);

a. Registered Organization b. Unregistered Organization c. Individual

(a) If a. Registered Organization: **State where Incorporation/Formed** _____.

(b) If b. Unregistered Organization: Location of Business (state) or if more than one place of business, "chief executive office" _____.

(c) If c. Individual: State or States of Residence (include all states) _____, _____, _____.

- **Registered Organizations include:** Includes corporations, limited liability corporations and registered limited partnerships.

- **Unregistered Organizations include:** Partnerships.

- **Individuals Include:** Sole Proprietorships

D. Further Assurances.

- (1) Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the purchase money security interest granted herein or to effectuate the rights granted to the Secured Party herein.
- (2) Debtor represents and warrants that Debtor's exact legal name is set forth in the first paragraph of this Security Agreement.
- (3) This Agreement is governed by the laws of the Commonwealth of Massachusetts, with the courts therein having exclusive jurisdiction over any disputes between the parties to this Agreement.

VIII INDEMNITY

To the extent permitted by law, Debtor hereby agrees to indemnify Secured Party and its affiliates, agents, and attorneys, and to hold them harmless from and against any and all claims, debts, liabilities, demands, obligations, actions, causes of action, penalties, costs and expenses (including reasonable attorneys' fees), of every kind, which they may sustain or incur based upon or arising out of any enforcement of this Agreement or the Obligations; provided that this indemnity shall not extend to damages proximately caused by any indemnitee's own or its representatives' gross negligence or willful misconduct. Notwithstanding any provision in this Agreement to the contrary, the indemnity agreement set forth in this Section shall survive any termination of this Agreement and shall for all purposes continue in full force and effect.

IX MISCELLANEOUS

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Security Agreement. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. The terms of this Security Agreement may be waived, altered or amended only by an instrument in writing duly executed by Debtor and the Secured Party. In the event that any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

(Signature Page Follows)

IN WITNESS WHEREOF, Debtor has executed this Security Agreement as of the date indicated above.

DEBTOR NAME

BY: _____
(Print name)

(Signature and Title)

BY: _____
(Print name)

(Signature and Title)

SECURED PARTY NAME

BY: _____
(Gary Schaefer - Credit Manager)

ACCEPTED at Creditor City, State, this _____ day of _____, 20_____ .

**Solicitation Number: 041823****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **ZOLL Medical Corporation**, 269 Mill Road, Chelmsford, MA 01824 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Critical Care and EMS Equipment** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship according to Supplier's Limited Product Warranty attached hereto in Attachment A. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with Supplier's documentation. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition, minus applicable sales tax. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged and shall be delivered to Participating Entities FOB destination. If upon inspection goods are found to be non-conforming, Supplier shall correct the non-conformity promptly. Supplier will, in its sole discretion, repair or replace at Participating Entity's request. If the non-conformity is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within ten (10) days at no cost to Sourcewell or its Participating Entities, after which point if no claim has been made, the shipment is deemed to be complete. Participating Entities reserve the right to inspect the Equipment and Products within ten (10) days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products. The delivery dates provided upon order confirmation and are approximate only and Supplier shall not be liable for or shall the Contract be breached by any delivery by Supplier within a reasonable time after such dates.

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Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition as set forth in Article 3.A.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity. The pricing quoted does not include sales, use, excise, or other similar taxes. The Participating Entity shall pay in addition to the prices quoted, the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Products or Equipment sold hereunder (except any tax based on the net income of Supplier). In lieu thereof the Participating Entity may provide Supplier with a tax exemption certificate acceptable to the taxing authorities.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

D. RETURNS AND CANCELLATION. (a) The Participating Entity shall obtain authorization from Supplier prior to returning any of the Products or Equipment. (b) If the Participating Entity receives authorization from Supplier to return a Product or Equipment for credit; then the Participating Entity shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any change in delivery caused by the Participating Entity that causes a delivery date greater than six (6) months from the Participating Entity's original order date shall constitute a new order for the affected Products or Equipment in determining the appropriate list price. Notwithstanding the foregoing, products categorized as consumables or disposables (for example electrodes, catheters, cartridges, and related accessories) are non-returnable unless the products (a) were shipped in error by Supplier and are returned within thirty (30) calendar days of the invoice date, (b) are non-conforming or defective and returned within the applicable warranty period, or (c) are those of which Supplier specifically authorized in writing for return. Products or Equipment returned without Supplier's prior written authorization shall be refused. Products or Equipment authorized for return and returned within thirty (30) calendar days must be unopened, undamaged and properly packaged by the Participating Entity to prevent damage during shipping. Supplier will not issue a return credit for products that are damaged during shipment. The Participating Entity is responsible for any return freight charges, unless due to a delivery nonconformity.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally have access to purchase the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access and with Participating Entities are bound under the terms and conditions of this Contract for any purchases made thereto. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity. Payment by the Participating Entity is due NET thirty (30) days from invoice date. Supplier reserves the right at any time to change or rescind payment terms based on assessment of a Participating Entity's financial condition or prior payment record. All shipments and deliveries shall at all times be subject to the approval of credit by Supplier. Supplier may at any time decline to may any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to Supplier.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order prior to shipment, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee of 1.5% of net sales to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied of the total net sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent directly caused by any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. The Supplier indemnity obligations are conditions on Sourcewell or the Participating Entities to: (a) provide Supplier with prompt notice of any such claim, and (b) cooperate with Supplier in the defense of any such claim, and (c) provide Supplier sole control of the defense, negotiation and settlement of and such claim. Supplier shall not accept such settlement unless Sourcewell or the affected Participating Entity has approved, in writing, any settlement that requires an admission or liability on Sourcewell or the Participating Entity. Participating Entity may participate in the defense of any claim at its own expense. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SUPPLIER'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY PRODUCTS, EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF SUPPLIER, OR OTHERWISE.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any

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sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control (including, but not limited to, epidemics, pandemics, or by shortages of power or materials). A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the parties must continue without delay to carry out all of their responsibilities under the Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, that party will bear any additional costs incurred by the affected party as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations, which may be written on a claims-made form

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to include Sourcewell and its Participating Entities that access this Contract, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, with respect to this Contract. Supplier agrees to include Sourcewell and Participating Entities that access this Contract as an additional insured under products and completed operations with respect to claims brought against Sourcewell and the Participating Entities that access this Contract caused by a defect in the Supplier's product or the negligence of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. It is agreed that primary and non-contributing language will not apply to any claim based on the sole negligence of Sourcewell or any Participating Entity accessing this Contract.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any

Participating Entity. Supplier certifies that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further certifies that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of

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mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining

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any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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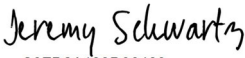
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.
- T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

ZOLL Medical Corporation

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/25/2023 | 5:10 PM CDT

DocuSigned by:

By: 73F27B738B0A445...
Neil Johnston
Title: Vice President Worldwide Sales
Date: 10/26/2023 | 8:48 AM CDT

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Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 10/26/2023 | 4:58 PM CDT

ATTACHMENT A

ZOLL Limited Product Warranty

ZOLL Medical Corporation (ZOLL) warrants to the customer that the product(s) purchased from ZOLL or its authorized dealers shall be free from defects in material and workmanship under normal use and maintenance conditions for the period of time set forth in the attached schedule. This warranty begins on the date of shipment from ZOLL's facility. During the applicable warranty period, ZOLL shall, at no cost to customer, either repair or replace (at ZOLL's sole discretion) any part of the product found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship, ZOLL's regular service charges shall apply. This warranty is not transferrable.

The foregoing warranty shall not apply if the defect, failure or other nonconformance of the product is caused by or attributable to: (i) any maintenance, repair or modification of the product by any party other than ZOLL or its authorized representatives, unless such modification is made with the prior written approval of ZOLL; (ii) use of the product with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any accident, negligence, misuse or accidental damage of the product; or (iv) use of the product in contradiction with

applicable operating instructions or outside of the product's intended purpose, environment or setting. The foregoing warranty shall not apply to any equipment on which any original serial numbers have been removed or destroyed. The following are not covered under the warranty: (1) items subject to normal wear and burnout during use, including but not limited to, lamps, fuses, batteries, patient cables and accessories, and (2) software included as part of the equipment (including software embodied in read-only memory, known as "firmware").

ZOLL, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by ZOLL at the customer's facility or an authorized ZOLL facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by ZOLL, freight prepaid.

Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced product.

Repair or replacement constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL for any breach of any warranty related to the equipment, accessories or electrodes supplied hereunder.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ZOLL IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

ExpertCare™ Limited Warranty Matrix

[illegible]

GLOBAL PRODUCT LIMITED FACTORY WARRANTIES			
BATTERIES			
MONITORS/ DEFIBRILLATORS	Part Number	Description	Warranty
X Series®	8000-0580-01	Battery, Lithium-Ion, SurePower™ II	1 year
R Series®	8019-0535-01	SurePower™ Rechargeable Lithium-Ion Battery Pack	1 year
Propaq®	8000-0580-01	Battery, Lithium-Ion, SurePower™ II	1 year
VENTILATORS			
Z Vent®	703-0731-01-01	Battery Pack, 6.6 AH, 14.8V, Lithium-Ion, 12- Cell Conditioned	90 days
EMV+®	703-0731-01-01	Battery Pack, 6.6 AH, 14.8V, Lithium-Ion, 12- Cell Conditioned	90 days
MECHANICAL CPR			
AutoPulse®	8700-0752-01	Lithium-Ion Battery	1 year
AEDs			
AED Plus®	8000-0807-01	Type 123 Lithium Batteries	N/A
AED Pro®	8000-0860-01	Non-Rechargeable Lithium Battery Pack	90 days
	8019-0535-01	SurePower™ Rechargeable Lithium-Ion Battery Pack	1 year
ZOLL AED 3®	8000-000696	Lithium Manganese Dioxide Battery Pack	90 days
Powerheart® G3 Pro	9145-301	Intellisense® Lithium Battery	90 days*
Powerheart® G3 Plus	9146-302	Intellisense® Lithium Battery	90 days*
Powerheart® G3 Elite	9146-702	Intellisense® Lithium Battery	90 days*
Powerheart® G5	XBTAED001A	Intellisense® Lithium Battery	90 days*
	* Intellisense® Lithium Battery Replacement Program (Four years from date of installation. Conditions Apply - See Policy For Details)		

GLOBAL PRODUCT LIMITED FACTORY WARRANTIES		
CHARGERS		
Part Number	Description	Warranty
8200-00010-01	SurePower™ Single Bay Charger	1 year
8050-0030-01	SurePower™ Charger Station	1 year
8300-0500-01	SurePower™ Charger Station w/Charger Adaptors	1 year
8700-0753-01	AutoPulse® Battery Charger, U.S., Multi-Chemistry	1 year
8911-000290-01	Mobilize™ Refill, Item PC, Tablet Charger	90 days

GLOBAL PRODUCT LIMITED FACTORY WARRANTIES			
ACCESSORIES			
Product	Part Number	Description	Warranty
X Series® R Series® Propaq®		SPO2 Cables and Sensors	9 months
X Series®	8000-001392	Masimo Rainbow® EMS RC-4 Patient Cable	2 years
R Series®	8000-0312 8000-0367	Mainstream - CAPNO 5 CO2 Sensor and Cable Sidestream - CAPNO 5 LoFlo CO2 Module	limited lifetime warranty* *Original purchaser only
Thermogard XP® Catheters Start Up kits Guidewires	6 months		
TherOx® SSO ₂ Catheters and Cartridges	Warranty is valid through the shelf life date stated on the packaging.		
Electrodes	90 days		
Other Cables	90 days		

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RFP 041823 - Critical Care and EMS Equipment

Vendor Details

Company Name: ZOLL Medical Corporation
269 Mill Road
Address: Chelmsford, Massachusetts 01824
Contact: Contracts Department
Email: bids@zoll.com
Phone: 978-421-9655
HST#:

Submission Details

Created On: Friday March 03, 2023 08:04:38
Submitted On: Tuesday April 18, 2023 12:27:39
Submitted By: Contracts Department
Email: bids@zoll.com
Transaction #: d96ae371-c6cb-46cf-a52b-4ec2f439df11
Submitter's IP Address: 67.218.11.44

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	ZOLL Medical Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	ZOLL does not have any subsidiary entities. ZOLL is a subsidiary entity of Asahi Kasei Corporation.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	ZOLL Medical Corporation ZOLL Medical Canada Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 0UJ27 / UEI: YNFJYW1DZ9T3	*
5	Proposer Physical Address:	269 Mill Road, Chelmsford, MA 01824	*
6	Proposer website address (or addresses):	https://www.zoll.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Neil Johnston, Vice President Worldwide Sales, 269 Mill Road, Chelmsford, MA 01824, NJohnston@zoll.com, 978-421-9256	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Stacy Freeman, Senior Contract Specialist, 269 Mill Road, Chelmsford, MA 01824, stacy.freeman@zoll.com, 351-500-3500	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Caitlin Baillargeon, Bid and Proposal Contract Specialist, 269 Mill Road, Chelmsford, MA 01824, caitlin.baillargeon@zoll.com, 351 500-3581	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Today, ZOLL's product portfolio and customer base have greatly expanded. Hospitals, emergency medical services (EMS), and lay rescuers across the globe use ZOLL professional and automated external defibrillators every day to treat sudden cardiac arrest and improve outcomes. Our comprehensive product portfolio also includes the world's only wearable defibrillator; a revolutionary automated CPR system; rapid, highly efficient intravascular and surface temperature management systems for patients who require therapeutic cooling or warming; and intrathoracic pressure regulation (IPR) therapy, which creates a vacuum inside the chest cavity that enhances circulation, increases blood pressure, and lowers intracranial pressure. In 2015 our ResQ CPR™ System became the first and only CPR device with an FDA-approved indication to "increase the likelihood of survival in adults who have experienced non-traumatic cardiac arrest." Cardiac arrest victims treated with the ResQ CPR System were 49% more likely to be alive one year after the event than patients treated with conventional manual CPR. We also offer a family of portable ventilators for environments ranging from the emergency department to military operations, and every care environment in between. At ZOLL we also feel strongly that we need to address data management and analysis. One of ZOLL's core principles is that if you can't measure something, you can't improve it. Our data offerings are unmatched. When the call first comes in, EMS systems use RescueNet® Navigator to get the crew to the scene as quickly as possible. After the crisis has passed, RescueNet Code Review enables a code team to see events as they occurred, providing the ECG, the vital signs, and the depth and rate of compressions for a post-event analysis. In all, we are focused on key areas that we believe make a real difference to our customers and their patients: investing in people and research, delivering innovative products, and helping our customers save lives that might otherwise be lost. Investments in research and development in our quest to continue delivering products that set new standards of care are above average for the industry and our spending in clinical research is unequalled. Our ongoing commitment is to being a consistent, stable, and reliable partner whom our customers can count on to achieve meaningful business and clinical advances. ZOLL's commitment to our customers is paramount in everything we do. We recognize the unique challenges faced by each of the markets ZOLL serves and work with our customers to address their needs. Through ongoing research and development, intelligent engineering, and strategic acquisitions, we have pursued this goal for more than three decades by offering best in class, technically advanced products and by adding new capabilities.	*
11	What are your company's expectations in the event of an award?	If awarded this opportunity, ZOLL Medical Corporation stands ready to serve the needs of Sourcewell US and Canadian members, and we look forward to the possibility of a long and mutually rewarding partnership. ZOLL is focused on improving patient outcomes with "cutting-edge" resuscitation and acute critical care technology. Our family of products offers the most integrated system of clinical solutions for Critical Care and EMS services as well as complementary products and services to provide data integration and management. We understand the unique needs of first responders and for four decades have been committed to developing "leading-edge" resuscitation products with those needs in mind. If awarded this opportunity, it is our expectation to keep up with the level of services provided for Sourcewell and its members.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	ZOLL has consistently increased its revenue profits annually, as we are one of the top suppliers of this commodity. Based on our detailed consolidated financial statements from our parent company Asahi Kasei Corporation we have shown financial growth by year which can be seen in our attached financial reports from our parent company Asahi Kasei.	*
13	What is your US market share for the solutions that you are proposing?	ALS Monitor/Defibrillators = ~50% Vents and mechanical CPR = ~33%	*
14	What is your Canadian market share for the solutions that you are proposing?	ALS Monitor/Defibrillators = ~70% Vents and mechanical CPR = ~33%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	ZOLL Medical Corporation has never petitioned for a bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ZOLL markets and sells its lifesaving AED devices, Mobilize Trauma kits, and Rescue Ready Services, through our network of approved distribution partners who are supported by a network of 48 direct ZOLL sales managers, 5 Law Enforcement Market Specialists, 180 implementation/service representatives, and 106 manufacturer's representatives. ZOLL markets its lifesaving EMS devices to include monitor/defibrillators, mechanical cpr, ventilation and data solutions. Our EMS customers are supported by 100 sales managers, 30 implementation and training representatives and 37 technical support personnel. ZOLL maintains manufacturing facilities in Chelmsford, MA; Deerfield, WI; San Jose, CA; Pawtucket, RI; and... where all of our lifesaving equipment is manufactured, tested, supported, and distributed from. ZOLL also provides AED Program Compliance/Management SaaS services through Rescue Ready Services, the support team is based out of Chelmsford, MA and will support any of our public safety customers using one of the Rescue Ready Services programs (PlusTrac, PlusCare, or PlusLearning). Every day, you rely on your equipment to help you make sound treatment decisions and save lives. The consequences are high when your equipment doesn't work. Let ZOLL® support efforts with our Expert Care™ Service. Our preventive maintenance and service provides peace of mind, ensuring that your equipment is in proper working order every time you need it.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	ZOLL is an FDA registered Medical Device Company with product that falls into all classifications. Our Class III products have PMA approval, as well as 510(k) approval for Class II products. We are an ISO 13485 registered and certified organization enrolled in the FDA initiative "Case for Quality" program through CMMI Institute. We are certified as an MDSAP organization for US, Canada, Australia, Japan, and Brazil audited yearly to maintain a certified standing. Our products comply to the latest industry guidelines and standards as published in our Operators Guide. Our Quality Management Systems holds our Suppliers to the highest standards for Quality, Reliability, and Compliance.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	ZOLL has not received any suspension or disbarment to our organization during the past 10 years. ZOLL has been committed to abiding by rules and regulations to remain in compliance with all applicable laws.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	• October 2021 – ZOLL Medical Announces its XSeries® Advanced monitor/defibrillator was recognized by EMS World with its annual Innovation Award. https://www.hmpgloballearningnetwork.com/site/emsworld/original-contribution/2021-ems-world-innovation-award-winners • January, 2021 - ZOLL® Medical announced that its ZOLL AED 3® and ZOLL AED 3 BLS automated external defibrillators (AEDs) were recognized by the World of Safety & Health Asia (WSHAsia) in its inaugural New & Innovative Solutions Awards program. As the only products to receive a five-star rating, the ZOLL defibrillators were recognized for their unrivaled smart technology and the industry's shortest interval between compressions and shock delivery. • April 2019 - ZOLL's Medical Corporation, a manufacturer of resuscitation devices and related software solutions, announced that it has received the Omega NorthFace ScoreBoard AwardSM for a seventh consecutive year. The award is presented annually by the Omega Management Group Corp. to organizations that, as rated by their own customers, demonstrate excellence in customer service and support. • November, 2020 – Mobilize™ Comprehensive Trauma Kit wins Occupational Health & Safety New Product Award for Emergency Response https://nationalsafetyinc.com/zoll-8911-001000-01-mobilize-comprehensivetraumakit.html ZOLL AED 3 AND COMPREHENSIVE RESCUE SYSTEM HONORED FOR ABILITY TO IMPROVE WORKPLACE SAFETY Two ZOLL Products Named 2020 New Products of the Year by Occupational Health & Safety Magazine https://www.zoll.com/news-releases/2020/11/10/zoll-aed-3-and-comprehensive-rescue-system-honored-for-ability-to-improve-workplace-safety • May 2018 Mobilize Rescue Systems announces that the company has been honored with the Bronze Edison Award for Medical Innovation at the Edison Awards. https://edisonawards.com/past-winners/
20	What percentage of your sales are to the governmental sector in the past three years	The percentage of sales to the governmental sector in the past three years is: 2020 - 8% to 10% 2021 - 8% to 10% 2022 - 8% to 10%
21	What percentage of your sales are to the education sector in the past three years	Since ZOLL sells AEDs into the public safety sector through a network of approved distribution partners we do not have an exact estimate of how many AEDs our distribution partners supply into the educational sections. Conservative estimates are approximately 20% of total AED sales.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CMAS 2020 - \$4.4M 2021 - \$5.7M 2022 - \$6.5M NASPO 2020 - \$27.5M 2021 - \$32.8M 2022 - \$14.9M STATE OF OHIO 2020 - \$2.8M 2021 - \$2.1M 2022 - \$1.4M
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	FSS: V797D-40135 FY20:\$11,496,518.00 FY21:\$4,792,229.00 FY22: \$3,994,997.00

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Georgia State Patrol	Col Chris Wright	404-624-7477	*
City of Chicago Public Schools	Department of Leadership	773-553-1000	*
Miami-Dade Police Department	Main Office	305-476-5423	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Municipal Fire Department California	Government	California - CA	Capital Equipment and related/ongoing accessories.	~900-2000 commodity sales.	\$5 Million	*
Paramedic Services DivisionCounty EMS Agency	Government	ON - Ontario	Capital Equipment and related/ongoing accessories.	~900-2000 commodity sales.	\$5 Million	*
County EMS Agency	Government	Florida - FL	Capital Equipment and related/ongoing accessories.	~900-2000 commodity sales.	\$4 Million	*
Miami Dade Police	Government	Florida - FL	Capital Equipment and related/ongoing accessories.	~900-2000 commodity sales.	\$4-5 Million	*
Florida State Highway Patrol	Government	Florida - FL	Capital Equipment and related/ongoing accessories.	~900-2000 commodity sales.	\$4-5 Million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	ZOLL markets and sells its lifesaving AED devices, Mobilize Trauma kits, and Rescue Ready Services, through our network of approved distribution partners who are supported by a network of 48 direct ZOLL sales managers, 5 Law Enforcement Market Specialists, 180 implementation/service representatives, and 106 manufacturer's representatives. ZOLL markets its lifesaving EMS devices to include monitor/defibrillators, mechanical cpr, ventilation and data solutions. Our EMS customers are supported by 100 sales managers, 30 implementation and training representatives and 37 technical support personnel.	*
27	Dealer network or other distribution methods.	ZOLL markets and sells its lifesaving AED devices, Mobilize Trauma kits, and Rescue Ready Services, through our network of approved distribution partners who are supported by a network of 48 direct ZOLL sales managers, 5 Law Enforcement Market Specialists, 180 implementation/service representatives, and 106 manufacturer's representatives.	*

28	Service force.	Technical Service and Support ZOLL® Technical Support and Service Department is dedicated to providing world-class technical support around the globe. Our award-winning technical support team takes pride in delivering high-quality service to our customers. Our staff of highly skilled, trained professionals has extensive experience in technical and clinical applications, electronics, and process quality control. North America Technical Support Monday through Friday 8:30 a.m. to 6:00 p.m. EST U.S.: 800-348-9011 (press 1 for technical support) Canada: 866-442-1011 Visit zoll.com/ExpertCareSupport to submit an inquiry, report an issue, or place a service part order. Emergency Technical Support Emergency Technical Support is available outside of normal business hours 365 days a year, by calling 800 348-9011 or 978 421-9655 to speak to an on-call technician. Product Related Issues We are pleased to provide technical assistance through our Technical Support Department, should you have questions about your ZOLL device and/or require service/repairs. Monday through Friday 8:30 a.m. to 6:00 p.m. EST 800-348-9011 (press 1 for technical support) zoll.com/ExpertCareSupport Repairs Repairs The ZOLL Service Depot performs repairs and preventive maintenance for all ZOLL devices. Our service technicians are highly skilled and trained in accordance with our technical service standard operating procedures. Extensive training is required for all technicians prior to evaluating and repairing any device. All devices serviced in our Service Depot undergo a rigorous and systematic recertification process prior to their return. Upgrades Software upgrades will be provided at no charge if the software upgrade is required to repair a deficiency in the existing software. Hardware upgrades will be provided at no cost if the hardware is required to perform the software upgrade necessary to repair a deficiency in the existing software. Outside the U.S.: Contact your local ZOLL office or authorized distributor. Within the U.S.*: Contact the upgrade specialist. 800-348-9011 serviceupgrades@zoll.com *Service loaners will be available for use during the upgrade process. Non-Technical Customer Support – Customer Service ZOLL® knows the importance of providing quality and timely services to customers. ZOLL is staffed with knowledgeable, extensively trained customer service representatives who know what it takes to make our customers feel valued and important. Our quality processes in order management and call handling have made us a leader in implementing customer satisfaction and retention programs. Contact Customer Service for Non-Technical Questions Customer service is available to answer non-technical questions regarding product features and benefits, individual purchases, pricing, refunds, rebates, shipping status, or other service-related information. You can contact our customer service representatives by phone or e-mail: Monday - Friday 8:30 a.m. to 6:00 p.m. EST 978 421-9440 Direct 800 348-9011 Toll-free (US) 866-442-1011 Toll-free (Canada)
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	ZOLL's ordering process is as follows: Direct Sales: ZOLL offers many methods of ordering to make the process as convenient as possible for our customers. Purchase Orders can be submitted to the following: - o PHONE: 800-348-9011 (M-F 8:30am-7:00pm EST) consumables only - o FAX: 978-421-0015 - o ONLINE: ZOLL WebStore @ https://www.zollwebstore.com/ consumables only - o EMAIL: esales@zoll.com All orders will be processed within 24 hours of being received, and a confirmation will be sent via email to the email address listed on the Purchase Order. Distribution Sales: ZOLL will authorize approved business partners the ability to use the Sourcewell contract. These approved distribution partners will then work with applicable customers to sell products and or services using the ZOLL Sourcewell contract pricing through their normal proposal/quoting/ordering process. Following the delivery of Sourcewell contract related items ZOLL business partners will be required to provide tracing information to ZOLL which will allow ZOLL to properly track all customer orders based off Sourcewell contract	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	ZOLL's provides exceptional customer service to our customers. Our customer service is available to answer non-technical questions regarding product features and benefits, individual purchases, pricing, refunds, rebates, shipping status, or other service-related information. You can contact our customer service representatives by phone or e-mail. We accept phone orders for consumables and accessories only. In the US, we accept Purchase orders via fax, email, EDI and accessories via online webstore. All orders will be processed within one business day upon receipt.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	ZOLL is willing and able to provide products and services across all 50 states in the United States that are either FDA PMA, 510K, or are approved for sale/distribution within the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ZOLL is willing and able to provide products and services across Canada for devices and accessories that have Health Canada approval or that are approved for sale/distribution within Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	ZOLL is able to provide its products to all of the US and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	ZOLL is able to provide its products to all participating Sourcewell members.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ZOLL Medical Corporation will consider the restrictions of the State laws in Hawaii, Alaska and US territories. Therefore, our ability to provide and sell our products is based on their restrictions, but there must be a mutual agreement.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	ZOLL Medical's Sourcewell Marketing plan will include working with Sourcewell to encourage member participation. ZOLL will market the Sourcewell program to our Sales and contract teams, as well as our distribution partners. We will create a Sourcewell page for our distribution portal to facilitate seller access to relevant information and processes. We will leverage Sourcewell flyers and other materials and resources to market to our distributors, manufacturers' reps, and end user customers. Our Marketing plan includes the addition of a Sourcewell page on our website to provide contract information and promote the value of the cooperative. We will create tabletop materials and flyers for tradeshow. Finally, our internal sales enablement team will embark on a lead generation campaign to schedule meetings with our sales team and distribution partners. As appropriate, we will amplify the Sourcewell contract opportunity through social media.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	ZOLL Medical's marketing efforts leverage technology and digital data across a variety of platforms to promote critical care, sudden cardiac arrest awareness and response, EMS topics and trauma response. ZOLL utilizes paid search, display advertising, social media, email campaigns and Search Engine Optimization (SEO) to create leads and drive traffic to our website. In addition, our Marketing tools include salesforce.com, internal digital asset management platforms and marketing automation software. Sourcewell members will have access to ZOLL.com, where they can learn about our products and services. The Technical Service and Customer Support pages on ZOLL.com enable Sourcewell members to click on an email link or phone number to get help directly from the website. In the event of an award, ZOLL will: - o Create email outreach campaigns for known Sourcewell members to drive contract awareness. - o Maintain and update ZOLL.com to ensure timely and current information, including product manuals. - o Notify Sourcewell members of relevant ZOLL-hosted webinars and events.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	ZOLL's Sales and Marketing teams are driven by the concept of extreme collaboration, which extends to our business partners, to include Sourcewell in the event of an award. We look forward to partnering in a strong relationship with Sourcewell. As we see it, Sourcewell's role in promoting contract arising from this current RFP may include: • Email and other promotional campaigns to members. • Advertising and Marketing materials noting the ZOLL Medical award. • Digital presence and backlinks between the Sourcewell and ZOLL websites. • Mutual support at events at which ZOLL and Sourcewell both exhibit. Integration of the Sourcewell contract into ZOLL Medical's sales process: ZOLL Sales leadership will create a strategic plan to promote awareness of the Sourcewell contract across all Sales disciplines. This includes background and documented process for working with Sourcewell and its members, and a salesforce.com-based reporting structure to monitor activity and KPIs (key performance indicators). ZOLL's sales team stands ready, willing and able to implement this strategic plan when put in place. ZOLL Sales is committed to supporting Sourcewell members in the sales process.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Existing customers have the option to email purchase orders to esales@zoll.com. From there, our customer service team will process the order accordingly.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	ALS Direct Products: Change is constant. It's a sign of moving forward. But change brings logistical challenges. The ZOLL XChange™ program was created to ease your adoption of new technologies. A team of experienced EMS professionals, IT specialists, and certified project managers provide industry-exclusive transition services that ensure a smooth conversion to the ZOLL devices for your crews. Product Through Distribution: ZOLL and our distribution partners offer a variety of services and options to support the in-service and setup of our equipment. For AEDs and Mobilize Trauma kits support is offered in various ways depending on how the customer acquires the device. ZOLL offers comprehensive web-based training videos and tools, and in most cases between our manufacturer representatives and our distribution partners will offer onsite in-service/basic training. For ZOLL Rescue Ready Services our customer support team will contact applicable customers to help with their in-service and training on the platform. Once the customer is using PlusTrac ZOLL offers customer support via web-chat, email, and direct phone access. The support team will troubleshoot customer challenges and help address them.	*
41	Describe any technological advances that your proposed products or services offer.	ZOLL Medical internal teams innovate cutting edge technologies to improve outcomes during life-threatening emergencies. ZOLL is dedicated to leveraging emerging technology, as well as adapting proven technologies to optimize device performance. Mobilize™ trauma kits Mobilize™ trauma kits pair with an interactive instructional app, enabling bystanders to help treat victims while EMS is on the way. Rescue Ready Services Powered by cloud based PlusTrac software, this suite of offerings provides sophisticated AED program management, as well as PlusCare on-site service and PlusLearning training programs. PlusTrac includes CheckAED app for remote AED inspection logging using mobile phones. ZOLL AEDs All of ZOLL's AED devices feature Real-Time CPR Feedback. Unique among AEDs currently on the market, ZOLL defibrillators provide integrated proprietary real-time feedback technology to help the rescuer achieve life-saving CPR compression rate and depth, as suggested by American Heart Association Guidelines. Research (Bobrow B, et al. Annals of Emergency Medicine. July 2013;62(1):47-56.31) has found that ZOLL defibrillators, combined with training, more than doubled the chance of survival from sudden cardiac arrest.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	ZOLL Medical Corporation, through our parent company (Asahi Kasei Corporation), promotes the reduction of environmental impacts and the efficient utilization of resources and energy throughout the entire life cycle in its business activities in order to contribute to a circular economy. Specifically, it will promote the 3Rs of reduction, reuse, and recycling, and increase usage of resources and energy with lower environmental impacts and renewable resources and energy. Our parent company, Asahi Kasei Corporation, has a firm stance on environmental sustainability. In our efforts to meet our targets, we have many environmental policies and initiatives such as Global Environmental Policy, Group Code of Conduct, and targets for GHG Reduction and Carbon Neutrality. Asahi Kasei also has sustainable practices such as recycling, reusing, and reducing resources, promotes biodiversity, preserves water resources, and builds a low carbon society. One of our targets is to have electric vehicle charging stations by April of 2023. Currently, our HVAC units on the roofs are water cooled and chemicals are used to keep bacteria out of the units, so we are replacing HVAC units with air-cooled systems. Therefore, we will be using less water to fill the basins. In addition, ZOLL Medical Corporation utilizes cartons made from 80% post-consumer / 20% virgin materials with inner carton trays made from 100% recycled material for the distribution of goods manufactured by ZOLL. Additionally, ZOLL does reuse cartons designed for the safe transportation of critical items, such as PCBAs. For more information, please see the following link for all sustainability policies and plans. https://www.asahi-kasei.com/sustainability/	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Currently ZOLL does not have applicable certifications, labels, or ratings.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	ZOLL's plan for Fiscal Year 2023 is to spend 20.0% in WMBE, SBE and veteran owned businesses. Last year, ZOLL spent 19.8% in these businesses. ZOLL presents a plan to the US Veterans Affairs Department every year.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	ZOLL AEDs The Effectiveness of Real-time Feedback - o The American Heart Association (AHA), in a 2013 Consensus Statement, highlighted the importance of devices that can measure and provide feedback on CPR quality. All ZOLL AEDs include integrated, real-time feedback. "... monitoring of CPR quality is arguably one of the most significant advances in resuscitation practice in the past 20 years and one that should be incorporated into every resuscitation and every professional rescuer program." * – American Heart Association CPR Quality Consensus Statement AEDs: Designed for Unexpected Heroes™ ZOLL AEDs support rescuers with real-time feedback technology that guides rescuers through high-quality CPR compressions, critical to helping a sudden cardiac arrest (SCA) victim. With over 2 million installed worldwide, ZOLL AEDs are trusted by safety leaders because they are smart, reliable and ready for the rescue. At ZOLL, we are focused on providing intuitive and intelligent AEDs in every public space around the world and to enable bystanders to act quickly, appropriately and with confidence in sudden cardiac arrest emergencies. That is why all of our AEDs are designed to remove the guesswork and support unexpected heroes throughout the rescue. Together with our distributor partners, we are by your side, giving you the potential to help. save lives. - o No other AEDs support rescuers with integrated, real-time feedback on compression rate and depth like ZOLL AEDs. Real-time feedback technology guides rescuers on optimal rate and depth of chest compressions through voice, text and visual prompts that help ensure the delivery of high-quality CPR. - o Automatic Self-Testing: A series of regular automatic self-tests verify that the internal circuitry, battery and pads are fully functional so you can have confidence it will be ready to use. - o Designed for Durability: Designed to withstand harsh environments and temperature extremes, ZOLL AEDs have an ingress protection (IP) rating of IP55, which means they are highly resistant to dust and moisture. - o Ready for the Rescue: An AED needs to be ready when you need it. All ZOLL AEDs perform a rigorous series of self-tests and use long-life consumables that minimize the frequency of maintenance: ZOLL AED 3® features WiFi connectivity that can report device readiness automatically to program management. Pads and battery have an industry-leading shelf life of five years. Powerheart® G5 conducts automatic self-tests of critical components and tests battery and pads for both presence and function. ZOLL AED Plus® pads and batteries last five years, thus requiring less frequent maintenance. Mobilize Rescue Systems™: For Those Who Won't Stand By These innovative systems of modern medical supplies paired with an interactive instructional app guides untrained bystanders to help with critical injuries such as severe bleeding, trauma, seizures, choking, hypothermia and more. Mobilize™ trauma and medical response kits pair with an interactive instructional app, enabling bystanders to help treat victims while EMS is on the way. - o Integrated medical supplies and rescue app with real-time instructions. - o Manage life-threatening conditions as well as common accidents and injuries. - o No training is required - simple diagnostic prompts and step-by-step guidance to provide care. Rescue Ready Services: Life Depends on It Our comprehensive program management solutions ensure that safety equipment and trained responders are ready when needed. From tracking consumables to medical direction and addressing compliance with local regulations, you can count on ZOLL. Automated external defibrillators (AEDs) help save lives. But managing a holistic AED program involves much more than just buying an AED; it takes time and effort from a dedicated program manager. To ensure that each AED is ready to use at a moment's notice, for example, it must have working batteries and pads that are within their expiration dates. All potential responders must also be trained in CPR and AED use. Setting up a program with ZOLL Rescue Ready Services that provides a system of care – from pre-event preparedness, to rescue response and post-event support – will enable your organization and responders to be ready for an unexpected sudden cardiac arrest (SCA) emergency and to help to save lives when every minute counts. ALS Devices: At ZOLL, we're passionate about improving patient outcomes and helping save lives. We provide innovative technologies that make a meaningful difference in people's lives. Our
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medical devices, software, and related services are used worldwide to diagnose and treat patients suffering from serious cardiopulmonary and respiratory conditions.

ZOLL's proprietary Rectilinear Biphasic Defibrillation Waveform is the only one cleared by the FDA to state superiority over monophasic defibrillation waveforms. The Inovise 12 Lead analysis algorithm has the highest sensitivity for STEMI of any 12-lead algorithm used today.

- o STEMI ECG without confounders – 91%
- o All STEMI ECG's – 76%

The Inovise algorithm specificity is measured to be in excess of 98% in all categories.

X Series® Advanced utilizes Welch Allyn Sure BP® and Smartcuf® technology.

- o Sure BP® assesses during cuff inflation, obtaining readings in as little as 15 seconds.
- o Smartcuf® synchronizes the measurement to the patient's R wave, improving motion tolerance, accuracy and reliability.

The X Series® Advanced is the only ALS device approved for use as an AED with both adult and pediatric patients. It features several technologies to assist in the treatment of cardiac arrest in both populations.

- o Adult
 - RapidShock – Analysis algorithm capable of making a shock/no shock decision in as little as 3 seconds.
- o Pediatric
 - Automatic switching of the X Series Advanced to Pediatric mode when OneStep Pediatric CPR electrodes are connected, lowering the defibrillation Joule settings and peak blood pressure inflation target, along with adjusting alarm settings accordingly.
 - Proprietary AED rhythm analysis algorithm designed specifically for use with pediatric patients.
 - Pediatric-specific defibrillation energy protocol

ZOLL's patented rectilinear pacing waveform has been clinically proven to gain capture more often and at lower current levels than competing noninvasive pacing technology.

ZOLL's Real CPR Help is the only technology capable of providing real-time CPR feedback for Adults and Pediatrics down to age 0 in all modes of operation.

- o Adult:
 - ZOLL offers our CPR Dashboard™ which displays real-time indicators that provide CPR coaching to clinicians targeting a depth of 2 to 2.4 inches and a rate of 100 to 120 compressions per minute on adult patients. Providers will receive audible and visual indicators letting them know if compressions are of proper depth and rate, and if they are releasing quickly enough to allow for full ventricular filling. A Perfusion Performance Indicator (PPI) is another indicator of overall chest compression quality. If compressions are paused for more than 3 seconds, an Idle Timer will display to prompt the clinician to resume CPR.

The X Series Advanced also features See-Thru CPR®, unique to ZOLL. See-Thru CPR filters out chest compression artifact so that the adult patient's underlying heart rhythm can be displayed during CPR. By allowing the clinician to visualize the underlying rhythm, this technology minimizes the duration of pauses in compressions, critical to improving patient survival.

- o Pediatric
 - ZOLL offers our CPR Dashboard™ which displays real-time indicators that provide CPR feedback allowing clinicians to target appropriate depth and rate for every age range.

Real BVM Help®

The X Series Advanced includes ZOLL's Real BVM Help Technology which provides real-time feedback and coaching on the quality of manual ventilation. Real BVM Help provides clinicians with real time ventilation feedback on both rate and volume for patients managed with a simple BVM or advanced airway.

TBI Dashboard®

The TBI Dashboard brings together ventilation, oxygenation, and blood pressure in one display to allow constant monitoring of these three vital signs in patients with traumatic brain injury. The TBI Dashboard is unique; it is the only dashboard of its kind that is designed to help providers monitor these vital trends to help treat the patient before hypoxia, hyperventilation, and hypotension can become an issue.

The Autopulse

The AutoPulse mechanical CPR device squeezes the patient's entire chest to improve blood flow to the heart and brain. The only device of its kind, AutoPulse automatically sizes to the patient, and has shown improved outcomes in numerous clinical trials.

The X-Series Advanced and Autopulse interoperability.

X Series® Advanced monitor/defibrillator recognizes the unique, patient customized compressions performed by the AutoPulse® Resuscitation System and informs rescuers that high-quality CPR is being administered.

The Z Vent®

Z Vent ® is the ideal transport ventilator designed for pre-hospital and inter-hospital use. Z Vent offers unmatched durability and portability, delivering a full range of ventilation options in a device that's simple to use.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	ZOLL Medical Corporation does have warranties that covers all products, parts, and labor for one year. ZOLL warrants to the customer that the product(s) purchased from ZOLL or its authorized dealers shall be free from defects in material and workmanship under normal use and maintenance conditions. This warranty begins on the date of shipment from ZOLL's facility. During the applicable warranty period, ZOLL shall, at no cost to customer, either repair or replace (at ZOLL's sole discretion) any part of the product found to be defective in material or workmanship.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	ZOLL Medical Corporation's warranty shall not apply if the defect, failure or other nonconformance of the product is caused by or attributable to: (i) any maintenance, repair or modification of the product by any party other than ZOLL or its authorized representatives, unless such modification is made with the prior written approval of ZOLL; (ii) use of the product with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any accident, negligence, misuse or accidental damage of the product; or (iv) use of the product in contradiction with applicable operating instructions or outside of the product's intended purpose, environment or setting. The foregoing warranty shall not apply to any equipment on which any original serial numbers have been removed or destroyed. The following are not covered under the warranty: (1) items subject to normal wear and burnout during use, including but not limited to, lamps, fuses, batteries, patient cables and accessories, and (2) software included as part of the equipment (including software embodied in read-only memory, known as "firmware").
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	ZOLL, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by ZOLL at the customer's facility or an authorized ZOLL facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by ZOLL, freight prepaid.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	ZOLL has service technicians available in nearly all of the states and markets in the continental US. We do not have technicians based in AK or HI – we fly in techs as needed for those markets. Our techs complete minor/simple repairs in the field. Complex repairs are completed at our factory repair depot. Technicians are able to deploy spare devices to ensure uptime. We can fly out technicians anywhere in Canada. However, most repairs will need to come in to the ZOLL Canada office as we're only able to do very minor repairs in the field.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	This is not applicable as ZOLL manufactures our own products.

51	What are your proposed exchange and return programs and policies?	Products cannot be returned without approval from ZOLL's Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. ZOLL reserves the right to charge shipping and restocking fees on returned items. Special, modified, or discontinued items are not subject to return. Trade-In: ZOLL or competitor's equipment traded in by the customer as an allowance against a purchase of new ZOLL equipment. Re-invoice: An invoice provided to the customer should they decide to keep their trade in equipment or if they do not return the equipment. ZOLL Trade-in Partner: A third party who will receive ZOLL's customer's trade-in equipment directly rather than returning product to ZOLL. Trade Coordinator will make first contact within 45 days of the invoice date. Results are notated on a spreadsheet and will follow up contact date scheduled. Exceptions may be in the case of training/deployment delays, delivery delays or product issues. Trade Coordinator works closely with Sales and Customer to identify when we should expect the trade-in equipment to be returned. Trade Coordinator will make additional collections contact until the equipment is returned or resolution has been completed. Sales representative will get an "Open Trade-In Order report" twice a month showing your outstanding trades. From time to time, we may need your assistance to resolve any outstanding issues.	*
52	Describe any service contract options for the items included in your proposal.	ZOLL will not be providing service contract options for the items included in this proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	ZOLL's payment terms are Net 30 days, and our payment methods include: ACH/Wire transfers, Check, and Credit Card	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	ZOLL offers extended payment options. More specifically, Capital and Fair Market Value Leasing.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	ZOLL does not have standard transaction documents as all of our orders are placed electronically.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	ZOLL does accept the P-card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	ZOLL Medical Corporation's pricing model is as follows: Product Category discounts will flow down to specific items within said categories. Additionally, given the breadth of our offerings across ZOLL, we may have specific line item discounts from time to time that don't fit a specific category in order to allow customers to purchase them as a standalone item when beneficial.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	ZOLL is offering a competitive discount between 2%-20% on all products offered.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	ZOLL will not be offering quantity/volume discounts or rebate programs.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	ZOLL's method of facilitating "sourced" products which may be referred to as "open market" items or "nonstandard options" is to provide a quote for each such request.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For EMS devices, all implementation, training and inspection are included in the purchase of capital equipment. Most entities who will purchase off the Sourcwell contact will also purchase CPR/AED or First Aid training for employees who require it. Most of these entities will have a contact with a nationally recognized training provider, American Heart Association, American Red Cross, etc, to provide this training. The average cost of an onsite training class is \$700-\$900 for a class of up to 9 learners.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	For direct sales, Sourcwell members will receive free freight on all orders placed directly with ZOLL. For orders made through distribution, all orders made through distribution will receive free freight when being dropped to the end user.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	ZOLL is providing to Sourcwell members free freight and FOB shipping point terms.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	ZOLL will work with the customer to identify the best distribution/delivery method for the Sourcwell member. This support could vary from delayed shipments (to meet in-service/deployment schedules) to arranging delivery with a freight consolidator. ZOLL will typically ship all order via UPS or FedEx depending on the package contents and shipping requirements/regulations.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	ZOLL is offering a fair and reasonable price to Sourcwell as we have done for other GPO's, cooperative procurement organizations, and state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	ZOLL's self-audit process consists of maintaining a set and updated price list, cross reference participating member purchase orders to the Sourcewell to ensure customer accounts are properly coded. This will ensure that the correct pricing is provided for each Sourcewell order. ZOLL has the capability to run detailed quarterly sales reports to ensure the administrative fees are accurately calculated and paid.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Success for ZOLL will be a measure of contract utilization. ZOLL can run detailed sales reports to measure contract adoption and utilization in comparison with other similar types of agreements. ZOLL would also measure the total sales generated and new customers gained due to the contract. We also be implementing quarterly calls to measure our progress and implement strategies to increase our success with the contract as we move forward.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	ZOLL would like to offer Sourcewell a 1.5% administrative fee in the event that we are awarded a contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	ZOLL AED 3 The ZOLL AED 3® defibrillator guides rescuers through the process of performing high-quality CPR and can deliver a potentially lifesaving shock to the heart when needed. With a ZOLL AED 3 and quick action, tragedy could be averted. ZOLL's proprietary Real CPR Help® technology helps guide rescuers in performing high-quality CPR in accordance with the most recent guidelines for depth and rate of compression. The innovative, intuitive design and enhanced features of the ZOLL AED 3 will give unexpected heroes both the confidence and knowledge needed to treat sudden cardiac arrest (SCA). Powerheart G5 with iCPR Whether you are an experienced rescuer or a first-time responder, you will appreciate how the Powerheart G5 AED combines ease of use, reliability, and advanced technologies to help victims survive sudden cardiac arrest. The Powerheart® G5 AED with Intellisense™ CPR (ICPR) provides corrective feedback to ensure delivery of high-quality compressions. One button dual language functionality and automatic self tests give rescuers the confidence to act. ZOLL AED Plus The ZOLL® AED Plus® defibrillator with Real CPR Help technology helps bystanders act quickly and confidently in an SCA emergency. It provides real-time audio and visual feedback to ensure the best possible CPR is achieved and, if necessary, will deliver a defibrillating shock to the victim. As a pioneer in resuscitation technology, ZOLL® has been empowering first responders and unexpected heroes for 25 years. When a life is suddenly in your hands, a ZOLL® AED is what you want to be holding. Mobilize™ Trauma Kits Unique among trauma kits, mobilize kits include an app to provide just-in-time instruction to help lay responders save lives while EMS is en route. Comprehensive and Mobile kits include a tablet to deliver instructions at point of treatment. The mobile app is also available to all Mobilize customers for use on any Apple or Android smartphone. The app includes a treatment summary to document and inform arriving EMS of actions taken, including a time stamp of treatment progress steps. Rescue Ready Services Lifesaving rescue equipment must be ready the moment it's needed. That means

		ensuring your AED is in working order, your trauma kit is fully stocked, your employees are trained to respond, and your organization is compliant with state regulations. With ZOLL Rescue Ready® Services, you're immediately alerted when your rescue equipment or any other aspect of your program requires attention. Tap into our comprehensive offering of software, services, and training to ensure you're ready to help save lives. PlusTrac Program Management Your AED needs to be ready the day you need it, not just the day you buy it. PlusTrac™ AED program management software helps you track and manage consumable items such as pads and batteries, monitors the certification expiration dates of volunteer responders, and keeps track of your compliance with local AED regulations. PlusCare™ Service Our national network of experienced, certified service providers offers: • On-site service and maintenance • Annual inspections • Device troubleshooting • Replacement of expired batteries and electrodes* • Post-event services *Available with PlusCare Advanced package only PlusLearning™ Training Flexible AED, CPR, and first aid classes are offered in small-group settings. • Instructors are nationally accredited professionals. • Classes are offered on-site at your location. • Blended (on-site and online) training experiences meet your staff and volunteer needs. • Wide range of classes from CPR/AED/first aid certification to bloodborne pathogens training. X-Series® Advanced Monitor/Defibrillator For years, ZOLL® devices have provided real-time clinical feedback on CPR to help rescuers deliver high-quality compressions to patients in cardiac arrest. The X Series® Advanced monitor/defibrillator goes beyond cardiac arrest, providing real-time clinical feedback for patients in respiratory distress and patients with a traumatic brain injury. AutoPulse® Mechanical CPR Device The AutoPulse® Resuscitation System is an automated CPR device that delivers high-quality CPR. Designed for Resuscitation on the Move™, it provides high-quality CPR at any angle, allowing rescuers to provide CPR without interruption from the scene all the way to the hospital. Z Vent® Portable Ventilator Z Vent ® is the ideal transport ventilator designed for pre-hospital and inter-hospital use. Z Vent offers unmatched durability and portability, delivering a full range of ventilation options in a device that's simple to use. ResqPOD® Impedance Threshold Device The ResQPOD® impedance threshold device (ITD) is a simple, non-invasive device that delivers intrathoracic pressure regulation (IPR) therapy during basic or advanced life support to improve perfusion. The ResQPOD ITD 10 may be used with either a facemask or advanced airway (e.g., endotracheal tube) during ventilation to improve circulation.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	AEDs – Automated External Defibrillators Trauma Kits – Technology-driven trauma kits with just-in-time instructional app Defibrillators Mechanical CPR Portable Ventilator AED Program Management Software and Services Service Programs Training	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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71	Cardiac monitors, defibrillators	☒ Yes ☐ No	R Series Monitor/Defibrillator: The R Series® monitor/defibrillator is designed to help you deliver high-quality CPR, provide optimal defibrillation and pacing treatments, and manage your data to address critical quality improvements. X Series Monitor/Defibrillator: The ZOLL® X Series® monitor/defibrillator addresses EMS needs now and moving forward. Likely half the weight of what you carry today, X Series delivers the capabilities you expect from a full-featured monitor designed for use with all patient types, from neonates through adults. X Series Advanced Monitor/Defibrillator: ZOLL's new X Series® Advanced monitor/defibrillator helps providers manage patients more effectively than ever before. X Series Advanced comes with new features available only from ZOLL®: Real BVM Help® and TBI Dashboard™ technologies, RescueNet® Live, and enhanced RescueNet CaseReview functionality.
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72	Automated External Defibrillator (AED) used by emergency responders	☒ Yes ☐ No	ZOLL AED 3: Leads the way with Real CPR Help® technology, which provides real-time feedback to guide rescuers in delivering high-quality CPR. The innovative, intuitive design and enhanced features of ZOLL AED 3 will give unexpected heroes both the confidence and the knowledge needed to treat SCA. Powerheart G5 with iCPR: Whether you are an experienced rescuer or a first-time responder, you will appreciate how the Powerheart G5 AED combines ease of use, reliability, and advanced technologies to help victims survive sudden cardiac arrest. The Powerheart® G5 AED with Intellisense™ CPR (ICPR) provides corrective feedback to ensure delivery of high-quality compressions. One button dual language functionality and automatic self tests give rescuers the confidence to act. ZOLL AED Plus: Unlike other AEDs, ZOLL® AEDs support rescuers with integrated, real-time feedback on compression rate and depth. Recommended by medical professionals, the ZOLL AED Plus® defibrillator with Real CPR Help® technology guides rescuers in performing high-quality CPR and provides integrated audio and visual feedback to support you throughout the rescue.	*
73	CPR Assist Devices	☒ Yes ☐ No	AutoPulse Resuscitation System: Provides high-quality automated CPR to victims of sudden cardiac arrest. Easy to use and battery-operated, AutoPulse squeezes the patient's entire chest to improve blood flow to the heart and brain.^{1,2,3} The only device of its kind, AutoPulse automatically adjusts to the size of the patient, and has shown improved outcomes in numerous clinical trials.	*
74	Patient movement devices and systems	☐ Yes ☒ No		
75	Critical Care assist equipment such as IV pumps, ventilation equipment	☒ Yes ☐ No		
76	Portable equipment including suction units, vital monitoring equipment including but not limited to pulse oximetry, pulse, blood pressure and carbon monoxide levels	☒ Yes ☐ No		
77	Bags and other transportation devices to carry equipment and supplies for patient and provider care and protection	☒ Yes ☐ No		
78	Immobilization equipment such as backboard, KED boards, spider straps, head and neck immobilization	☐ Yes ☒ No		

79	Emergency medical supplies as they are related to Critical Care and EMS Equipment	☒ Yes ☐ No	Mobilize™ Trauma Kits: For Those Who Won't Stand By	*
80	Services and accessories complementary to the above offerings 71 - 79 including training, installation, testing, maintenance, and warranty programs	☒ Yes ☐ No	Expert care. PlusCare. PlusTrac. Plus learning. One Year Warranty.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Pricing 4.13.2023 - For Submission.xlsx - Tuesday April 18, 2023 12:08:41
 - [Financial Strength and Stability](#) - Asahi Kasei Audited Financial Statements_2021.pdf - Monday April 17, 2023 11:44:10
 - [Marketing Plan/Samples](#) - Brochures.pdf - Tuesday April 18, 2023 12:13:03
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Product Warranty Matrix.pdf - Monday April 17, 2023 11:43:25
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Sourcewell Contract Template - DRAFT 4-12-23 (for submission 4.13.2023).docx - Monday April 17, 2023 11:45:20

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Neil Johnston, Vice President of Worldwide Sales, ZOLL Medical Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_RFP_041823_Critical_Care_EMS Tue April 11 2023 09:23 AM	☒	1
Addendum_8_RFP_041823_Critical_Care_EMS Wed April 5 2023 04:50 PM	☒	1
Addendum_7_RFP_041823_Critical_Care_EMS Tue April 4 2023 08:26 AM	☒	2
Addendum_6_RFP_041823_Critical_Care_EMS Wed March 29 2023 04:03 PM	☒	1
Addendum_5_RFP_041823_Critical_Care_EMS Thu March 23 2023 03:39 PM	☒	1
Addendum_4_RFP_041823_Critical_Care_EMS Wed March 22 2023 06:32 PM	☒	1
Addendum_3_RFP_041823_Critical_Care_EMS Thu March 9 2023 03:32 PM	☒	2
Addendum_2_RFP_041823_Critical_Care_EMS Tue March 7 2023 07:36 PM	☒	1
Addendum_1_RFP_041823_Critical_Care_EMS Fri March 3 2023 02:40 PM	☒	1

**AMENDMENT #1
TO
CONTRACT # 041823-ZLL**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **ZOLL Medical Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide Critical Care and EMS Equipment to Sourcewell and its Participating Entities, effective October 26, 2023, through June 30, 2027 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Line item 7 of "Table 1: Proposer Identity & Authorized Representative" of the Proposal is deleted in its entirety and replaced with the following:

Roger Perez, Vice President/General Manager, Public Safety

Email: rperez@zoll.com

Kurt Sandstrom, Vice President/General Manager, EMS

Email: ksandstrom@zoll.com

2. Line item 8 of "Table 1: Proposer Identity & Authorized Representative" of the Proposal is deleted in its entirety and replaced with the following:

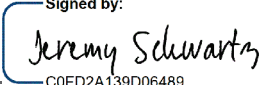
Ann Asselin, Manager, GPO and State Contracts

Email: ann.asselin@zoll.com or gpoandstatecontracts@zoll.com

ph: +1 978-421-9285

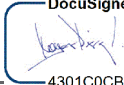
Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: 
C0FD2A139D06489...
Jeremy Schwartz
Chief Operating & Procurement Officer

Date: 12/3/2024 | 2:23 PM CST

ZOLL Medical Corporation

DocuSigned by:
By: 
4301C0CB99C945F...
Roger Perez
VP/General Manager, Public Safety

Date: 12/3/2024 | 7:54 AM PST



Contract Verification

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies, and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Signed by:

38CC0FA442B3492...
Signature

Kurt Sandstrom
Printed Name

Sep 30, 2025
Date

ZOLL Medical Corporation
Company Name
VP/GM EMS Sales
Title

Certificate Of Completion

Envelope Id: A9063730-8AAC-4247-814F-0E7EA498A133

Status: Completed

Subject: Complete with Docusign: Kileen Fire Department Contract Verification Form 9.30.2025.pdf

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 0

Jody Podgurski

AutoNav: Enabled

jpodgurski@zoll.com

Envelopeld Stamping: Enabled

IP Address: 67.218.11.44

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Jody Podgurski

Location: DocuSign

9/30/2025 1:52:46 PM

jpodgurski@zoll.com

Signer Events

Kurt Sandstrom

ksandstrom@zoll.com

VP/General Manager EMS

ZOLL Medical

Security Level: Email, Account Authentication
(None)

Signature

Signed by:


38CC0FA442B3492...

Signature Adoption: Pre-selected Style

Using IP Address: 67.218.11.44

Timestamp

Sent: 9/30/2025 1:53:48 PM

Viewed: 9/30/2025 2:19:16 PM

Signed: 9/30/2025 2:19:29 PM

Electronic Record and Signature Disclosure:

Accepted: 9/30/2025 2:19:16 PM

ID: 7e619116-7582-4662-b32c-0289701092f6

Company Name: Zoll Medical

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

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

9/30/2025 1:53:48 PM

Certified Delivered

Security Checked

9/30/2025 2:19:16 PM

Signing Complete

Security Checked

9/30/2025 2:19:29 PM

Completed

Security Checked

9/30/2025 2:19:29 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ZOLL Medical (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact ZOLL Medical:

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

To contact us by email send messages to: Emily.Sullivan@zoll.com

To advise ZOLL Medical of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Emily.Sullivan@zoll.com and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from ZOLL Medical

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Emily.Sullivan@zoll.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ZOLL Medical

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to Emily.Sullivan@zoll.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify ZOLL Medical as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ZOLL Medical during the course of your relationship with ZOLL Medical.

Certificate Of Completion

Envelope Id: 23003300-4E62-4EDD-8386-A4658B1B41FB
 Subject: Complete with Docusign: Form 1295 Certificate 101436032 9.30.2025.pdf
 Source Envelope:
 Document Pages: 1
 Certificate Pages: 3
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Jody Podgurski
 jpodgurski@zoll.com
 IP Address: 67.218.11.44

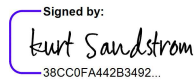
Record Tracking

Status: Original
 9/30/2025 1:33:01 PM
 Holder: Jody Podgurski
 jpodgurski@zoll.com
 Location: DocuSign

Signer Events

Kurt Sandstrom
 ksandstrom@zoll.com
 VP/General Manager EMS
 ZOLL Medical
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 38CC0FA442B3492...
 Signature Adoption: Pre-selected Style
 Using IP Address: 67.218.11.44

Timestamp

Sent: 9/30/2025 1:34:21 PM
 Viewed: 9/30/2025 2:18:33 PM
 Signed: 9/30/2025 2:18:57 PM

Electronic Record and Signature Disclosure:

Accepted: 9/30/2025 2:18:33 PM
 ID: ed4a6908-f34f-41f9-bf51-20ae5c1c5f3c
 Company Name: Zoll Medical

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

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	9/30/2025 1:34:22 PM
Certified Delivered	Security Checked	9/30/2025 2:18:33 PM
Signing Complete	Security Checked	9/30/2025 2:18:57 PM
Completed	Security Checked	9/30/2025 2:18:57 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ZOLL Medical (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact ZOLL Medical:

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

To contact us by email send messages to: Emily.Sullivan@zoll.com

To advise ZOLL Medical of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Emily.Sullivan@zoll.com and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from ZOLL Medical

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Emily.Sullivan@zoll.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ZOLL Medical

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to Emily.Sullivan@zoll.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify ZOLL Medical as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ZOLL Medical during the course of your relationship with ZOLL Medical.



PURCHASE OF CARDIAC MONITOR/DEFIBRILLATORS

RS-25-180

November 4, 2025

PURCHASE OF CARDIAC MONITOR/DEFIBRILLATORS

2

- ❑ Cardiac monitors/defibrillators are used to detect and treat life-threatening heart rhythms by continuously monitoring the heart's electrical activity and delivering electrical shocks to restore a normal heart rhythm or to pace the heart.
- ❑ These devices are used for patients at risk of sudden cardiac arrest, those with conditions like heart failure or ventricular tachycardia, and to diagnose the cause of symptoms like fainting, chest pain, or palpitations.
- ❑ The monitors are used to assess every patient the fire department contacts, which is more than 23,000 times each year.

PURCHASE OF CARDIAC MONITOR/DEFIBRILLATORS

3

- An end-user study and evaluation was performed to assess available options from various manufacturers, to include a 4-year service warranty, after action patient case review, blood pressure cuffs, electrodes, electrode cables, defibrillator pads, batteries, storage cases, durability, etc.

- Alternatives considered:
 - LifePak 35 from Stryker
 - X-Series from Zoll
 - Tempus Pro from Philips
 - Not evaluated due to two-piece design

PURCHASE OF CARDIAC MONITOR/DEFIBRILLATORS

4



Philips



Stryker



Zoll

PURCHASE OF CARDIAC MONITOR/DEFIBRILLATORS

5

- Staff recommends the Zoll X-Series for the following reasons:
 - ▣ Ability to see the underlying cardiac rhythm while performing CPR
 - ▣ CPR feedback for manual compressions
 - ▣ Includes EKG printer in unit (printed EKG required for Justice of the Peace)

PURCHASE OF CARDIAC MONITOR/DEFIBRILLATORS

6

- Staff recommends the Zoll X-Series for the following reasons:
 - ▣ Provides respiratory rate and tidal volume for airway management
 - ▣ Transmits information to the hospital through Bluetooth and Cradlepoint
 - ▣ Remote access to real-time and post event cardiac data for quality improvement

PURCHASE OF CARDIAC MONITOR/DEFIBRILLATORS

7

- Financial Impact
 - ▣ \$1,590,728.62 over 5 years at Zero (0)% interest
- FY26 expenditure:
 - ▣ Due net 30 days: \$318,145.72
 - ▣ FY27: \$318,145.72
 - ▣ FY28: \$318,145.72
 - ▣ FY29: \$318,145.72
 - ▣ FY30: \$318,145.72
- Conforms to City Policy: Zoll Sourcewell Cooperative Contract #041823

PURCHASE OF CARDIAC MONITOR/DEFIBRILLATORS

8

- Staff recommends authorizing the City Manager, or his designee, to execute the purchase of 24 cardiac monitors/defibrillators and associated accessories from Zoll Medical Corporation through their Sourcewell Contract #041823, in an amount not to exceed \$1,590,728.62 over 5 years at Zero (0) % interest, paid \$318,145.72 annually, and that the City Manager or his designee is expressly authorized to execute any and all change orders within the amounts set by state and local law.



City of Killeen

Staff Report

File Number: RS-25-181

Consider a memorandum/resolution approving a firework display permit application for a firework display at the Killeen Municipal Court on December 5, 2025.

DATE: November 4, 2025

TO: Kent Cagle, City Manager

FROM: Wallis Meshier, Executive Director of Development Services

SUBJECT: Fireworks Display Permit Application

BACKGROUND AND FINDINGS:

Section 11-6 of the Killeen Code of Ordinances provides that the City Council may permit the use of fireworks for public display. The ordinance requires an applicant to provide the following information: name of person/group sponsoring the display; evidence of financial responsibility naming the City as an additional insured; date and time of the display; confirmation of a permit from the State of Texas; the approximate number and kinds of fireworks to be discharged; the manner and place of storage; and a detailed diagram of the area of this display.

On September 7, 2025, the City of Killeen received a permit application via Development Services Department from Magic Display Pyrotechnics FX for public fireworks display on December 5, 2025 at 7:30 p.m. The proposed location for firework setup is the city owned parking lot at the rear of the Killeen Municipal Court. The public fireworks display will be held in conjunction with a downtown event hosted by the City of Killeen celebrating Holiday Under the Stars Festival & Tree Lighting.

The applicant indicated the number and size of fireworks to be discharged and that they will be stored at the operator's location in Copperas Cove until the day of the display at which time they will be stored in a trailer at the site during setup. A diagram was also provided. Number & Size of Shells to be discharged: 1" & 2" 1.4-gram fireworks for close proximity show, consisting of 20 Comets, 20 Meteors, 20 Mines, 20 Slices, and 12 Cakes. Based on the display size, a State permit is not required.

The Killeen Fire Marshal and other staff have reviewed the application for compliance with fire codes.

THE ALTERNATIVES CONSIDERED:

1. Deny the fireworks display permit application.
2. Approve the fireworks display permit application with specific stipulations.
3. Approve the fireworks display permit application as submitted.

Which alternative is recommended? Why?

Staff recommends approving the permit application as the proposed fireworks display will be a part of the scheduled downtown Holiday Under the Stars Festival & Tree Lighting.

CONFORMITY TO CITY POLICY:

This action confirms to city ordinances and policies.

FINANCIAL IMPACT:

What is the amount of the revenue/expenditure in the current fiscal year? For future years?

There is no expenditure associated with the approval or denial of a public display of fireworks permit application.

Is this a one-time or recurring revenue/expenditure?

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this revenue/expenditure?

N/A

RECOMMENDATION:

Staff recommends that the City Council approve the permit application for a firework display on December 5, 2025.

DEPARTMENTAL CLEARANCES:

Fire Department
Police Department
Legal

ATTACHED SUPPORTING DOCUMENTS:

Application
Presentation



**CITY OF KILLEEN
APPLICATION FOR FIREWORKS PUBLIC DISPLAY PERMIT**

Name of Applicant: Magic Display LLC

Address: 593 CR 4808, County Road 4808, Copperas Cove, Texas 76522

Telephone: (254) 289-4791 Secondary #: _____

Applicant doing business as: (☒) Individual, (☒) Partnership, (☐) Corporation

DATE OF DISPLAY: Friday, 5 December 2025, Time: 6:00 PM to 6:02 PM

Location of Display (attach site plan): Christmas Tree Lighting, Santa Fe, Killeen, TX

Pyrotechnic operator licensed in Texas who will supervise the display:

Name: Joseph Strunz, Senior Pyrotech, License #: Texas FPO #2006642

Size and Number of Fireworks to be discharged: 1" & 2" 1.4G Professional for close proximity show

Estimate: 20 Comets, 20 Meteors, 20 Mines, 20 Slices, 12 Cakes

Manner and place of storage of fireworks prior to and during the display: Secured, enclosed trailer
near launch site at Santa Fe, Killeen, Texas.

Manufacturer of distributor licensed in Texas who is to supply the fireworks:

Name: Flying Phoenix Fireworks Corp, License #: FWD-209-1964

Texas public Display permit number: 1.4G type not required, local fire marshal only.

In applying for a fireworks public display permit, I certify that I am familiar with and will comply with Section 11-6 of the Killeen Code of Ordinances, Article 5.43-4 of the Texas Insurance Code, Chapter 591, of Title 27 of the Texas Administrative Code and NFPA 1123. I hereby authorize the Fire Marshall to enter, examine, and inspect any premises, building, room or establishment used in connection with the permit for which I am applying to determine compliance with the above provisions.

I understand that I must complete this application and return it to the City Manager's Office at least twenty-one (21) days in advance along with a diagram of the grounds on which the outdoor fireworks display is to be held showing the point at which the fireworks are to be discharged, the location of all buildings, highways and other lines of communication, the lines behind which the audience will be restrained, and the location of other possible overhead obstructions.

Joseph Strunz
Applicant's Signature

7 Sep 2025
Date

Joseph Strunz, Magic Display LLC, CEO
Printed Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPOINT BLVD., #101 PETALUMA CA 94954	CONTACT NAME: PHONE (A/C No. Ext): 415-475-4300 FAX (A/C, No): 415-475-4303 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyd's, London NAIC # AA-1128623 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Magic Display LLC 593 County Road 4808 Copperas Cove TX 76522	

COVERAGES**CERTIFICATE NUMBER:** BL-005768**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	PY/25-0006	02/08/2025	02/08/2026	EACH OCCURRENCE \$ \$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$50,000					
	MED EXP (Any one person) \$					
	PERSONAL & ADV INJURY \$					
						GENERAL AGGREGATE \$ \$2,000,000
						PRODUCTS - COMP/OP AGG \$ INCLUDED
						\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462 Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.			COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y / ☐ N ☐ N / A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Killeen 101 North College Street Killeen, Texas 76541 are Additional Insured as respects the SPFX fireworks display(s) on 12/05/2025 located at City Christmas Tree Lighting, 220 E Avenue D, Killeen, TX 76541. This policy provides a two-year extended reporting period from the date of the display. 30-day notice of cancellation and a 10-day notice for non-payment applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Killeen 101 North College Street Killeen TX 76541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the "Insurer" or the "Underwriters"
This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) is an additional insured pursuant to Section III. e), but only as respects the specific Display or Special Effects listed on the attached Certificate of Insurance:

Name of Person or Organization (Additional Insured):

City of Killeen
101 North College Street
Killeen, Texas 76541

101 North College Street, Killeen, TX 76541

12/05/2025

Any coverage afforded to any above person or entity as an Additional Insured shall apply only with respect to **Bodily Injury** or **Property Damage** directly resulting from (1) the **Named Insured's** ongoing operations performed for such specific person and entity; or (2) acts or omissions of the Additional Insured in connection with their general supervisions of the **Named Insured's** ongoing operations. Coverage for such person or entity as an Additional Insured does not apply to:

- (i) **Personal Injury and Advertising Injury Liability;**
- (ii) Fire Legal Liability;
- (iii) Employee Benefits Liability;
- (iv) **Bodily Injury or Property Damage** which the person or entity is obligated to pay as damages by reason of the assumption of liability under a contract or agreement but this shall not apply to liability for damages the person or entity would have in the absence of the contract or agreement;
- (v) **Property Damage** to: (1) property owned, used or occupied by or rented to such person or entity; (2) property in the care custody, or control of such person or entity or over which such person or entity is for any purpose exercising physical control; or (3) any work, including materials, parts or equipment furnished in connection with such work, which is performed for the person or entity by or on behalf of the **Named Insured**.
- (vi) **Products-Completed Operations Hazards;**
- (vii) Any obligation assumed by the Additional Insured in any contract related to the Display or Special Effects listed in the attached Certificate of Insurance.
- (viii) Such other **Claims, Accidents**, offenses, damages and/or liabilities which may be excluded pursuant to Section V. Exclusions of the Policy.

All other terms, exclusions and conditions of this Policy remain unchanged.



CERTIFICATION - LICENSE - INSURANCE

MDFX (Magic Display FX) LLC is federal and state trained, certified, licensed and insured in commercial industry of explosives and flame productions. MDFX has memberships with leading industries certified and qualified to perform indoor, outdoor, land, water, air, special effects and flame operations.



Texas State - Certification & License							
	Permit Type	Pyrotechnic Type			Operations		
		Fireworks 1.3G	Fireworks 1.4G, 1.4S	Flame Effects	Assembles Displays	Supervises Displays	Conducts Displays
	FPO - Pyrotechnics	✓	✓	✓	✓	✓	✓
	SEO - Special Effects	✓✓	✓✓	✓✓	✓✓	✓✓	✓✓
	FEO - Flame Effects	✓	✓	✓	✓	✓	✓

✓✓ Using pyrotechnics where performers and audiences are closer to pyrotechnic devices than permitted by NFPA 1123 Code of Fireworks Display.

Federal - Certification & License			
	Permit Type	U.S. DOJ BATFE Federal Explosives License (FEL)	U.S. DOJ BATFE Federal Security Clearance (FSC)
	Explosives	✓	✓

Industry - Professional Specialty Insurance				
 Lloyds	Displays	Pyrotechnics	Flames	Special Effects
	✓	✓	✓	✓



Public Displays – Production: Theme Parks, Concerts, Stadiums, Festivals & Special Events



FIREWORKS PYROTECHNIC OPERATOR'S LICENSE TEXAS DEPARTMENT OF INSURANCE STATE FIRE MARSHAL'S OFFICE

Issued To:
Strunz, Joseph Andrew

License Number
FPO-2006642
Effective Date: 06-03-2015
Expiration Date: 06-03-2026

This will serve as your proof of licensure with the State Fire Marshal's Office.

To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates [on our website](#).

Special Effects – Production: Stage Performance, Close Proximity Performers & Audiences (Indoor/Outdoor Concerts, Theaters, Television Studios & Motion Pictures)



FIREWORKS FLAME EFFECTS OPERATOR'S LICENSE TEXAS DEPARTMENT OF INSURANCE STATE FIRE MARSHAL'S OFFICE

Issued To:
Strunz, Joseph Andrew

License Number
FEO-2661474
Effective Date: 04-26-2021
Expiration Date: 04-26-2026

This will serve as your proof of licensure with the State Fire Marshal's Office.

To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates [on our website](#).

Flame Effects – Production: Stage Performance, Close Proximity Performers & Audiences (Indoor/Outdoor Concerts, Theaters, Television Studios & Motion Pictures)



FIREWORKS SPECIAL EFFECTS OPERATOR'S LICENSE TEXAS DEPARTMENT OF INSURANCE STATE FIRE MARSHAL'S OFFICE

Issued To:
Strunz, Joseph Andrew

License Number
SEO-2661479
Effective Date: 04-26-2021
Expiration Date: 04-26-2026

This will serve as your proof of licensure with the State Fire Marshal's Office.

To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates [on our website](#).



www.magicdisplayfireworks.com



FLAME OPERATING PROCEDURES

MDFX (Magic Display SFX) performs indoor/outdoor flame pyro musicals using only the latest technology and safest in the entertainment industry. Our wave flame devices are N.F.P.A 160 approved and are the same devices used in television, motion picture, Disney World and Universal Studios.

Before the mission is accepted, certain procedures, checks and risk assessments are conducted. If safety requirements are not met, we cannot perform flame pyro musical. Each event is different, in most cases, MDFX can provide a solution that best fits and meets safety requirements.

MDFX Wave Flame Devices (WFD) are self-contained devices with no external fuel lines or tanks which greatly reduce safety hazards. The wave flame devices are mechanically restricted to move only left and right, shoot flames a maximum of 32' outdoor (nozzle #1) and maximum of 4' indoor (nozzle #2). Wave flame performances are pre-scripted to music and computer controlled. Our wave flame devices use two 3 types of liquid fuel, Bioethanol, Isopropanol and Isopar G. MDFX mainly uses Bioethanol or Isopropanol fuel because it burns clean, non-toxic, lower thermal temperatures and eco-friendly. Other flame production companies use a variety devices and fuels that are permissible in their performances, in accordance with N.F.P.A 160, that use *Gasoline*, *Liquefied Natural Gas (LNG)*, *Liquefied Petroleum Gas Propane (LPG)*, and other *Compressed Gases and Cryogenic Fluids in Portable and Stationary Containers, Cylinders and Tanks*. MDFX does not have nor will ever use any of flame devices that support the use of such petroleum fuels or compressed gases.



MDFX Uses Ventless Bio Ethanol Fireplace Fuel

Bioethanol Fuel

Bioethanol - or simply 'ethanol' is a renewable energy source made by fermenting the sugar and starch components of plant by-products - mainly sugarcane and crops like grain, using yeast. It is also made from corn, potatoes, milk, rice, beetroot and recently grapes, banana and dates depending on the country's agricultural strength.

Clean Burning

Eco Smart Fireplaces are fueled by bioethanol, a renewable liquid fuel produced from agricultural by-products which burns clean – non-toxic, no smoke, no sparks. The combustion of bioethanol produces Heat Steam and Carbon Dioxide.

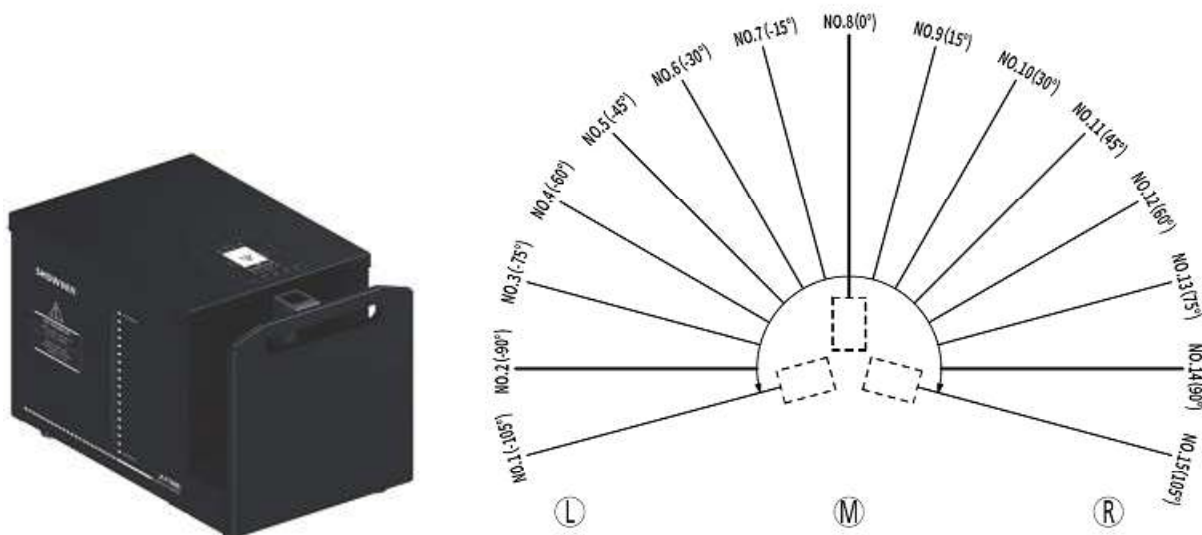
Sustainable

The combustion of bioethanol results in a clean emission: Heat, Steam and Carbon Dioxide. Carbon dioxide is absorbed by plants. It is then processed via photosynthesis to help the plant grow. This infinite cycle of creation and combustion of energy makes bioethanol a carbon neutral fuel source.

MODEL: Showven Circular Wave Flame 1800

3. Firing Angles

The firing angle for CIRCLE FLAMER is $\pm 105^\circ$, from the Audience Side view, there are altogether 15 firing angles as below.





HEALTH, SAFETY AND ENVIRONMENT STATEMENT

MDFX (Magic Display FX) is a small all veteran company with service members that have experience when it comes to safety, health and environment. Solving customer challenges is second only to keeping everyone safe and healthy. We won't compromise our focus on health, safety and environment for better business results. Our commitment to safety will minimize the impact on the environment, control risks to our employees, and maintain safe work practices. Our dedication will match our commitment so that each MDFX employee takes personal ownership of their own safety and the safety of others.

Turning our commitments into practice is at the heart of our journey to ZERO. Simply stated, it's a concerted effort to achieve ZERO health, safety and environmental incidents every day, all the time. Our ZERO goal is to make it happen around the clock, everywhere.

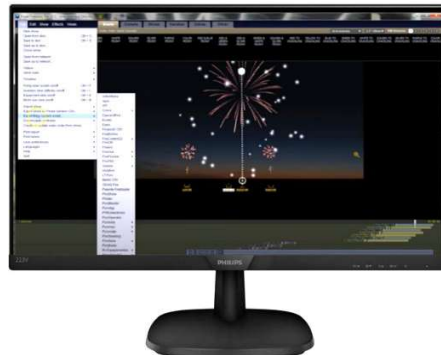
MDFX will continue to keep its strategic focus on these key Health, Safety and Environment areas:

- Effective leadership and commitment
- Continuous improvement of our MDFX Management System
- Training and competency of our employee workforce
- Providing mechanisms for employees to communicate and address risk
- Continuous improvement of technology and processes to mitigate HSE impact
- Verification of performance through robust audits and communication of key findings



DISPLAY FIRING PROCEDURES

Even though the traditional method of hand lighting displays is allowed, MDFX will never hand light pyrotechnics, hand firing is against our company policy. MDFX strictly uses the same computer-controlled firing systems and software as Disney, Six Flags and Sea World theme parks to control the show. We custom program each show and test our firing time scripts through computer 3D animation software back in the studio prior to every show. This helps us to manage and assess each firework type, size, height, burst radius and the effects. We also inject wind direction and speed variables to determine possible hazard. The software helps us determine which firework types are appropriate to use for that event and location. Should a product malfunctions during a show, we can immediate pause/stop the show to assess a situation.





ROOFTOP OPERATING PROCEDURES

MDFX (Magic Display SFX) sometimes receives assignments to shoot displays or other pyrotechnics special effects from rooftop structures, back stage platforms, stadiums and race tracks. All NFPA 1123 safety standards that apply to ground displays also apply to rooftops except there are additional safety requirements and procedures we identified and developed that are not listed in the NFPA 1123 code.

Before the mission is accepted, certain procedures, checks and risk assessments are conducted. If safety requirements are not met, we cannot not shoot from that site. Each event is different, in most cases, MDFX can provide a solution that best fits and meets safety requirements.

Building

- Site Survey - walk through safety inspection of building.
 - Coordinates with Event Coordinator, Facility Manager and AHJ Fire Marshal.
 - Review of structure (business, warehouse, or hazardous storage).
 - Review of type of pyrotechnics or special effects that can be used.
 - Assess adjacent structures, facilities, public roads and forest areas.
 - No health care, schools or church facilities within 600 feet.
 - No hazmat within 800 feet.
 - MDFX personnel will never carry pyrotechnics through work offices or in elevators. We use only stairwells or outside lift.
 - Potential landing areas of fireworks debris being shot from the building.
 - Review of wind direction, speed and weather forecast. Display will be postponed or cancelled if winds exceed 20 mph.
- (See MDFX Annex S - Severe Weather Operational Procedures)**
- Safety Risk Assessment (low, medium or high).

Roof

- Must have at least one acceptable access entrance/exit (egress) point. In some cases, smaller roof may require two access points.
- Roof is structurally stable and supports the weight of personnel, equipment and pyrotechnics used.

- Surface is clean, dry and serviceable. To included free of dry flammable materials such as leaves, branches, dry rotting foundation of structure.
- Roof shall be free of flammable liquids, gases and structures prone to catch fire.
- Ladder or stairs to roof must be serviceable and in safe operating condition and that it can support the weight of personnel and equipment.
- Access door shall be serviceable and safe operating condition.
 - Access door inside lock handle needs to be in “unlocked” position (blocked or strapped) so it is able to open and close from outside during event.
- Review of HVAC systems, air ducts and electrical systems on rooftop. No fireworks will be setup within 25 feet of HVAC, electrical equipment and power cords.

Pyrotechnics

- All pyrotechnics will be electronically control fired by a certified and licensed FPO IAW NFPA 1123 and Texas TAC Code. NOTE: MDFX does not manually light pyrotechnics in any show. Our company policy, everything is controlled by computer systems.
- All pyrotechnic special effect cakes and tubes will be wrapped in foil and placed on a foil surface, sheet metal or metal tray. This serves as a heat shield that prevents fire or damage to roof surface. No pyro will be directly placed on roof without fire shielding. If roof surface is a canvas soft like sponge material, cakes will be placed on plywood and/or weighed down with sand bags as necessary. There is never any drilling or nailing into roof structures.
- During setup, roof access door should be closed (but unlocked) so that personnel and equipment cannot fall down inside through the hatch.
- Final Inspection, display will not start without a joint final safety inspection and approval of setup with AHJ (Authority Having Jurisdiction) Fire Marshal.
- During display, door must be closed to prevent any possible debris or smoke from entering into building.
- After display, fire control systems and modules are immediately disarmed and switched to off. All personnel wait for a 15 min cool down safety period IAW NFPA 1123. This is in case a pyrotechnic is still smoldering and has a potential to go off.
- After 15 min cool down, pyrotechnics are cleared. Event Coordinator, Facility Manager and Fire Marshal are given “all clear” over the radio. Pyro team begins to clear the rooftop of all pyro, equipment and debris. Facility manager is then notified to joint inspect area and secure roof access door.
- Other companies use large larger pyrotechnics. Our policy is never to use any pyrotechnics greater than 3”. Use of rockets or chemical composition sparkling fountains on top of roof is against our policy for they are unpredictable.
- At least one Fire Safety Monitor with communications will be appointed and remain in position at all times once pyrotechnics are in place.
- For safety purposes, no pyrotechnic will be setup near edge of roof. A minimum of 8 feet distance will be maintained. This reduces the risk of the pyrotechnic from falling off roof.

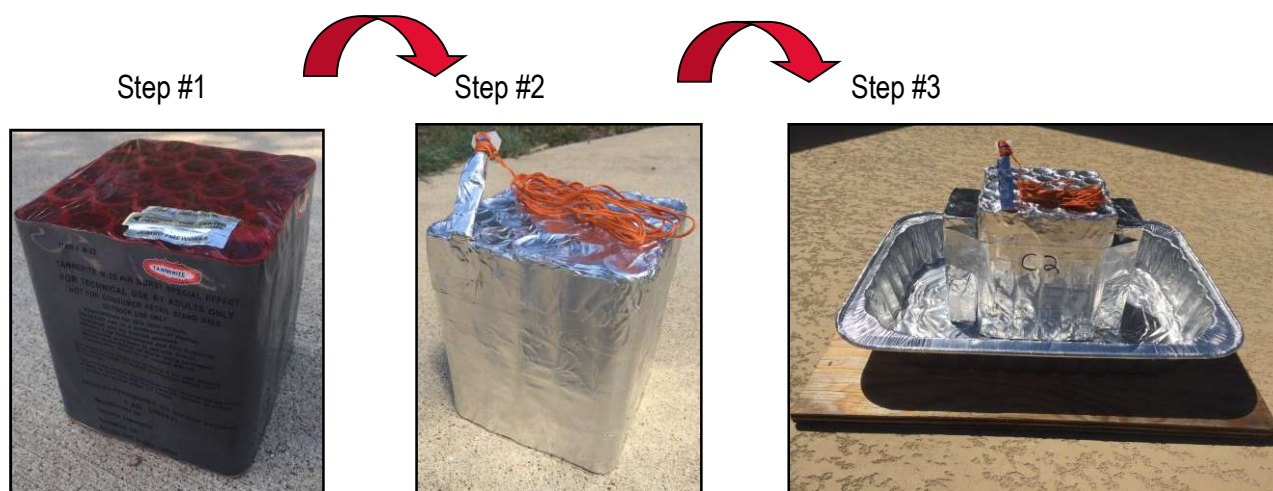
Fire Extinguishers

- IAW NFPA 1123, fire extinguishers are present in case of fire emergency.



- Fire extinguishers points will be identified.
- 2 x Class A 2.5gal Water fire extinguishers.
- 1 x 5lb ABC Dry Chemical fire extinguisher.
- Fire extinguishers will be charged, serviceable and operational.
- Fire extinguishers will be within line of site and reachable in case of fire emergency.
- During night operations, points are marked with red snap chemical lights or reflective tape.

Rooftop Fire Proofing Pyrotechnics



All flammable paper wrappings are removed. Pyrotechnic is wrapped in aluminum heat rated duct tape and secured in aluminum tray. Bottom of aluminum tray is secured to a ½" plywood plank to absorb/distribute shock and prevents heat transfer to rooftop. Should a small fire occur and be sprayed, aluminum tray captures water and venue rooftop remains unharmed and clean.

MDFX only fires pyrotechnics electronically.





SEVERE WEATHER OPERATIONAL PROCEDURES

(Severe weather includes blizzards, thunderstorms, high winds, large hail or tornados)

MDFX (Magic Display FX) will maintain operational control of all display sites during severe weather through the following procedures. These procedures are compatible with Magic Display BATFE (Bureau of Alcohol, Tobacco, Fire Arms and Explosives) and DHS (Department of Homeland Security) Hazardous Materials Security Plan and are designed to prevent unauthorized access to 1.3G and 1.4G explosives materials.

Severe Wind Conditions (Tornado Category F1+; Hurricane C1+)

Reference NFPA 2010 8.1.4.2; 8.1.7

- When there is emanate threat of severe wind conditions, operator will as practical, secure all firing equipment and remove all explosive material from the site for storage in an BATFE approved Type IV magazine.
- If energetic material has been loaded for firing, operator will:
 - If safely possible, remove all explosive material from the site for storage in an approved Type IV magazine
 - If time does not allow for safe removal, operator will coordinate with the AHJ to fire all product before the onset of severe winds to prevent explosive materials from being uncontrollable blown from the display site.

Rain Conditions

- Operator will ensure that loading continues in a safe manner
(Reference NFPA 2010 8.1.7)
 - Product shall not be loaded into wet mortars
 - All product shall be weather wrapped as loaded
 - Proximate devices including one shot comets, gerbs, fountains, SPD's and other effects that by their design, are not able to be wrapped shall not be loaded.
 - Crew shall work in teams with one member loading devices while the other member covers and protects from rain.

Electrical Events

- When lightning is detected within 7 miles of the display site all loading shall halt until conditions improve
 - Operator shall disconnect the firing system from all electrical connections
 - All Modules shall be turned off and antenna receivers folded down
 - All electrical matches shall be stored in wooden case/ready box at least 50 feet from all explosive materials
 - Operator shall keep crew at least 50 feet from all loaded explosives and maintain NFPA spectator distances of at least 70 feet per inch until the material is:
 - Safely removed from the site for storage in an approved Type IV magazine
 - Fired in coordination with the AHJ
 - In the event of uncontrolled electrical ignition
 - Operator will maintain operational control of site
 - Increase the safety distances as warranted
 - Immediately notify MDFX Director of Operations for implementation of **Occurrence Mitigation Plan**

Extreme Temperature

- When temperatures exceed 110° F or are below 28° F loading of the show will be discontinued until conditions return to safe loading temperature range.

High Wind Speeds During Show (15+ MPH Sustained) Reference NFPA 2010 A.8.1.4.2

- In considering when wind speed is excessive for the reasonably safe performance of a fireworks display, operator will judge:
 - The potential for an increased risk of hazardous debris from the display falling into the spectator areas
 - The potential for an increased probability of fire that is made excessively difficult to control
- An increased fallout hazard occurs when the wind is traveling in a direction toward one or more spectator areas. Under these circumstances mitigation strategies that should be considered are as follows:
 - To move the spectators out of the path of the fallout
 - To redirect the fallout by moving the fireworks or re-angling the mortars
 - To increase the separation distance between the fireworks and the spectators
 - To modify the content of the display to eliminate the fireworks of greatest concern
 - To delay the display until the weather conditions have improved

- To implement a combination of these strategies
- Some possible mitigation strategies to be considered regarding fire risks are as follows:
 - To water down the areas and items of concern immediately before the display
 - To redirect the fallout by moving the fireworks or re-angling the mortars
 - To increase the separation distance between the fireworks and the areas containing the fire hazards
 - To modify the content of the display to eliminate the fireworks of greatest concern
 - To increase the amount of suppression equipment and personnel in the immediate area
 - To delay the display until weather conditions have improved
 - Show will be discontinued or cancelled if winds exceed 20 MPH sustained or during gusts above 25 MPH
 - NFPA safety distance will assume to be double at 20 MPH causing the operator to cut the permissible shell diameter in half until winds stabilize below 20 MPH

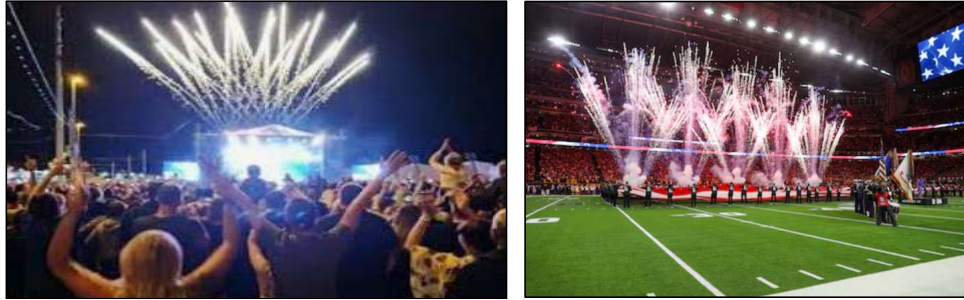


CONCERT & FESTIVAL OPERATIONS

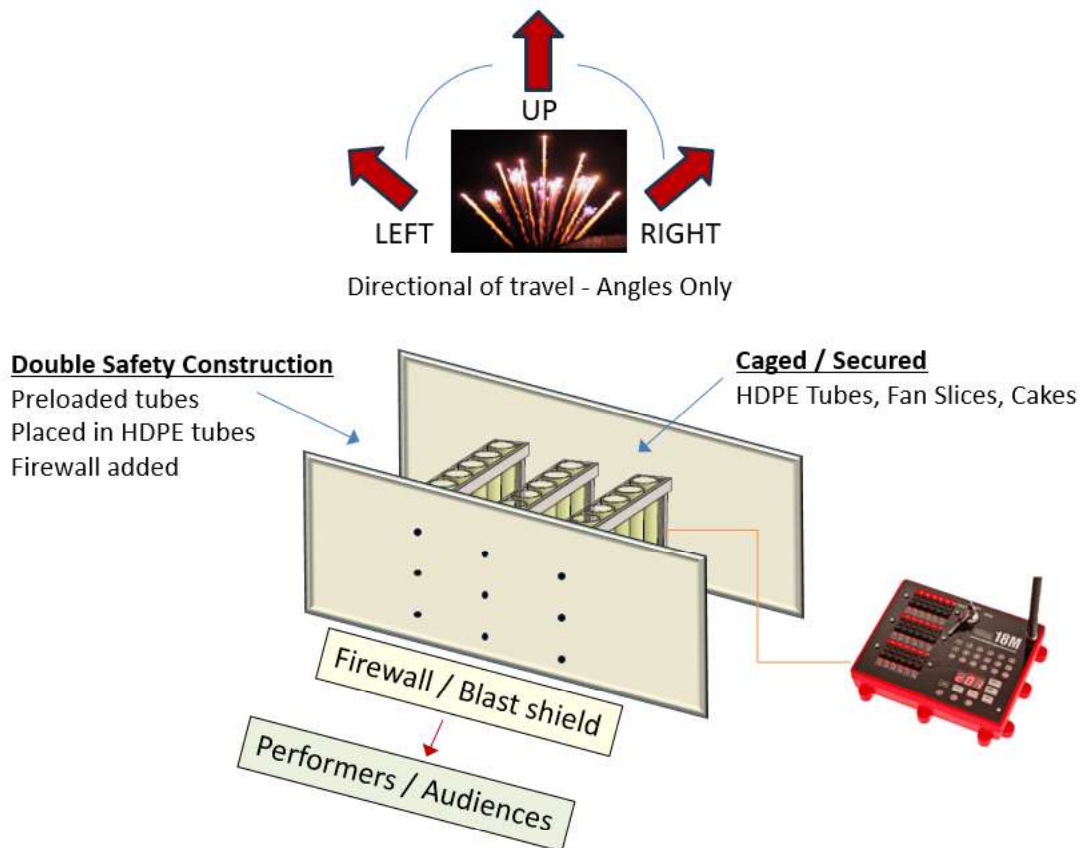
MDFX (Magic Display SFX) works jointly with stage producers, performers and DJs during both indoor and outdoor festival activities. All NFPA 1123 and NFPA 1126 audience close proximity pyrotechnic safety standards are applied. Each event is different, site surveys are conducted and safety plans are developed. Some events require rehearsals with the producer, performers, roadies, security personnel and staff so everyone is aware where the pyrotechnics are placed. Safety distance yellow tape is marked on the floor on stages, and a copy of script with timeline are distributed so everyone knows when special effects go off.

Pyrotechnics - Special Effects

- MDFX only uses computer system-controlled devices and Pro1.4g professional stage production pyrotechnics during these events.
- Pyrotechnics are never fired over the audience.
- Close proximity pyrotechnics are surrounded by a firewall to shield audience.
- Safety distance for pyrotechnic devices is a minimum of 15' to performers.
- For large performances with stage pyrotechnics, joint inspection with AHJ is conducted.



Setup construction of close proximity pyrotechnics stages and stadiums



Electrical - Special Effects

MDFX uses the following non-pyrotechnic stage production DMX controlled electric devices

DMX Stage Production Electrical Devices		
Truss LED PAR lights	Fury Jets (LED Flames)	Snow Machines
Strobe lights	Fog Machines	Cold Spark Machines
Spotlights	Haze Machines	Bubble Machines
Gobo Moving Heads	Lasers	Confetti Cannons
Skylights	Cryo Jets	Flame Machines

Electrical Devices

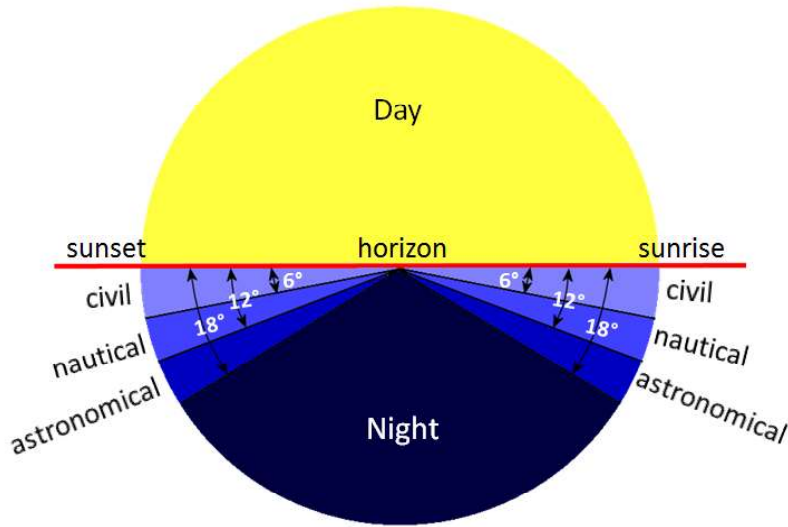
- Inspection of electric devices and cabling prior to start event.
- No bare wires and correct power rating to prevent overloading outlets.
- Electrical devices placed where they are not hazardous to audience and performers.

Outdoor Power Generators

Sometimes electrical power is unavailable and MDFX supplies generator power. Electrical safety is incorporated into the production. Proper and adequate power is critical to production.



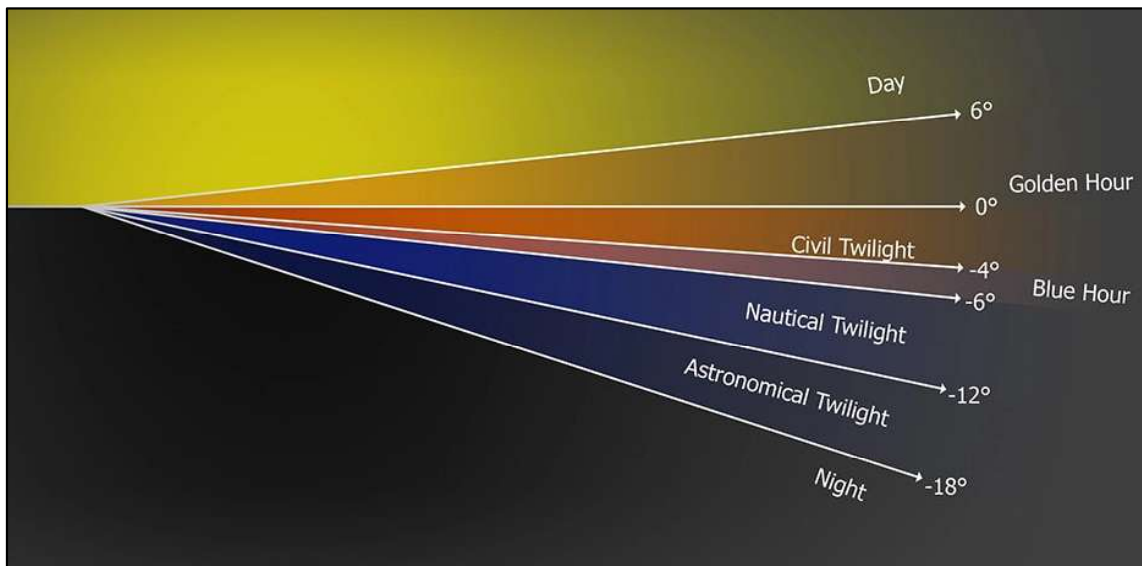
- Generator(s) are deployed downwind of audience
- Have power meter to measure power draw to prevent overload.
- Deployed a minimum of 100' from structures and audience.
- Exhaust facing away from audience, performers and structures.
- Sound wall placed on one side of generator that muffles the engine sound by 90%.
- Generator site is level and clear of all grass and flammable debris.
- Generator is grounded to ground with brass grounding rod.
- Site has 1 x fire extinguisher 10' away.
- Fuel can(s) is placed up wind and 50' away from generator(s).
- No less than 10 AWG extension cords will be used to carry amperage beyond 50'
- NEMA Spider/Gypsy/Extreme power junction boxes w/breakers used for multi electrical devices.
- Inclement weather, all breaker boxes and cable connectors weather proofed as needed.
- Incoming storm, all electrical items are turned off, unplugged, and covered to protect equipment.



DISPLAY TIME ZONE TABLE

EARLIEST TIME: for public displays is at the end of *Nautical Twilight* and start of *Astronomical Twilight* usually 9:15 or 9:20 PM during Spring/Summer months.

BEST TIME: for maximum visual effects, best time to start display is the “sweet spot”, which is end of *Astronomical Twilight* and start of *Night*, usually 9:30 PM.





DRONE AIR OPERATIONS

MDFX sometimes conducts drone operations in our shows to record and improve our training. Our Drones are registered and licensed within FAA regulations. We stay in within our sector, keep a Visual Line of Sight (VLOS), never fly above the altitude of 400' feet and stay within Class G uncontrolled air spaces.



**Federal Aviation
Administration**

Small UAS Certificate of Registration

REGISTERED OWNER: **Joseph Strunz**

REGISTRATION NUMBER: **FA3PF4W4MM**

ISSUED: **05/07/2025**

EXPIRES: **05/07/2028**

The logo for TRUST (The Recreational UAS Safety Test) features a blue stylized drone icon above the word "TRUST" in a bold, blue, sans-serif font.

The Recreational UAS Safety Test (TRUST) Completion Certificate

Name:

Joseph Strunz

Authentication Token:

TRST78416925060

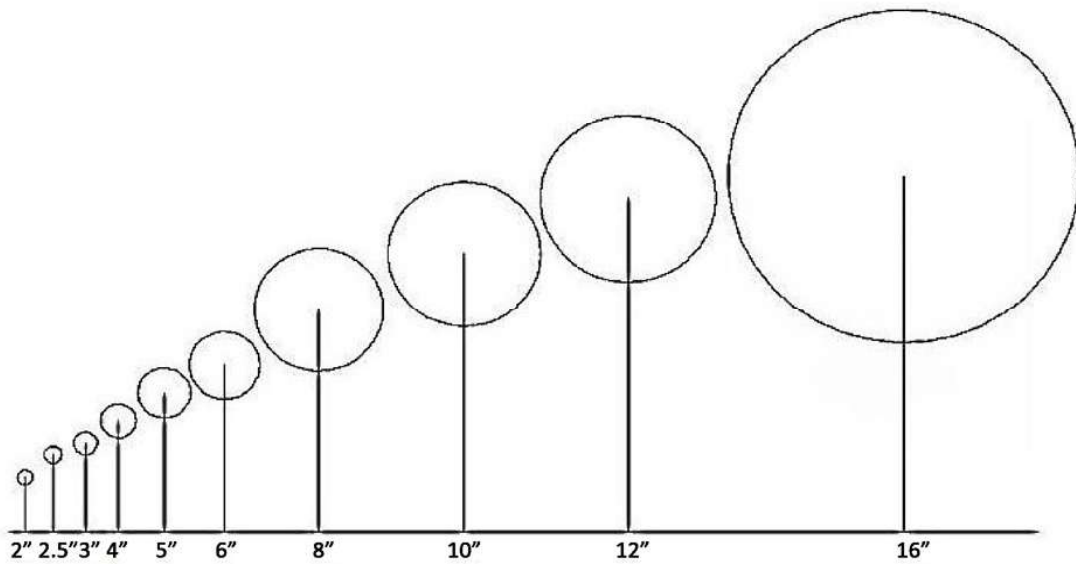
Issued by:

Drone Trust on 8 May 2025



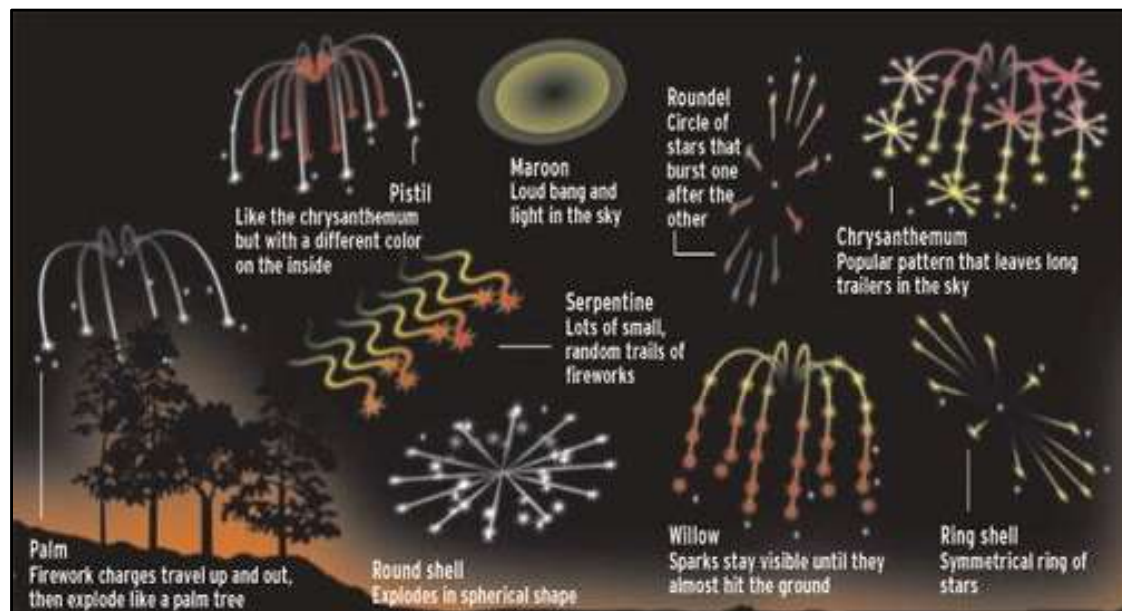
TYPICAL 1.3G AERIAL SHELL PERFORMANCE TABLE

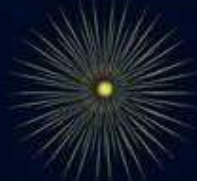
BURST DIAMETER	43' 49' 66' 98' 148' 197'	361'	426'	492'	984'
RISING HEIGHT	164' 230' 263' 328' 410' 492'	656'	820'	984'	1,050'

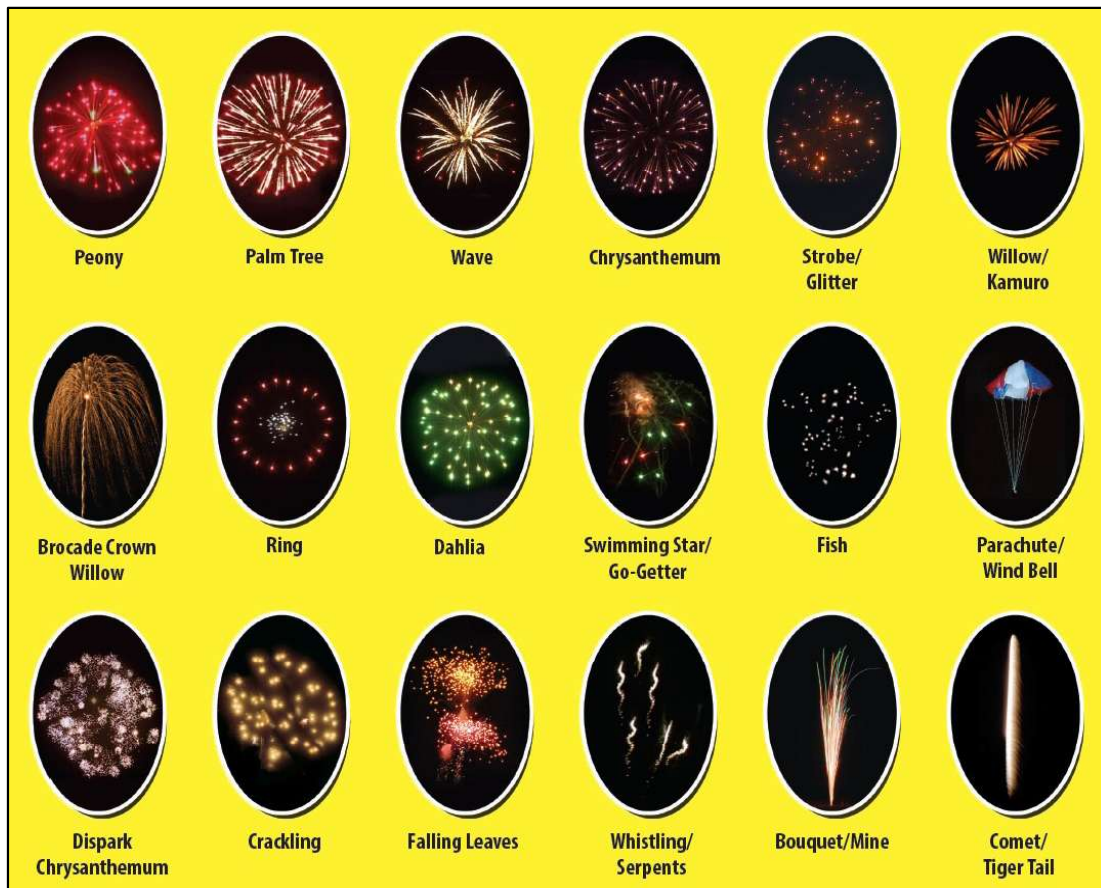




SHELL & SPECIALTY EFFECTS GUIDE



Brocade  Common term that describes an effect of woven gold clusters usually bound together within a star burst.	Chrysanthemum  A perfectly spherical burst of tailed stars, very much like the flower it represents.	Comet  A star or other projectile which leaves a glittering, persistent trail behind it.	Crossette  A set of stars that each split into four or five stars and leave a trail as they map the skies.
Green Bees  A swarm or cluster of points of light that move and dissipate under their own power. Similar to Fish but less vigorous and generally less persistent.	Glitter  A constant spray of strobing glitter effect usually referring to cones and fountains	Palm  Bright arms of cascading, long lasting stars, shaped to permeate outward like the branches of a palm tree, usually made up of gold or silver stars.	Pearls  A set of bright glowing stars that do not leave a trail but silently rise and dissolve into the heavens.
Peony  Well used term to describe a perfect expanding sphere to stars that usually change colour as they burst outwards.	Pistil  A central effect sometimes palm like that can be added to a Peony or Chrysanthemum for bigger impact.	Silver Fish  Invariably silver and preceded by a beautiful blue tracer star, they wriggle and swim away from the centre in a silently mesmeric dance.	Spinner  An aerial effect that is usually accompanied by a whirling sound as the stars spin and whirl individually and synchronised to others.
Stars  A glowing, flaming ball of coloured light or colourless crackle that can rise on their own or burst into variegated mini star-shells.	Strobe  An effect that flickers and flashes in the sky like a gallery of flash bulbs.	Tail  The comet like trail that is left behind the star.	Willow or Falling Leaves  A star burst where all the stars "fall" out of the rocket or star-shell and gently drift down to earth to give a delightful effect, best in gold.





DRAFT

ANNEX Z: Site Survey



Magical Christmas Tree Lighting Show Production

City of Killeen, Friday, 5 Dec 2025

Site Survey Production Plan - 220 E Avenue D, Killeen, TX 76541

Update

7 September 2025

Show Time: **6:00 PM, Friday, 5 DEC 2025**



Sunrise: **7:15 AM**



Sunset: **5:28 PM**

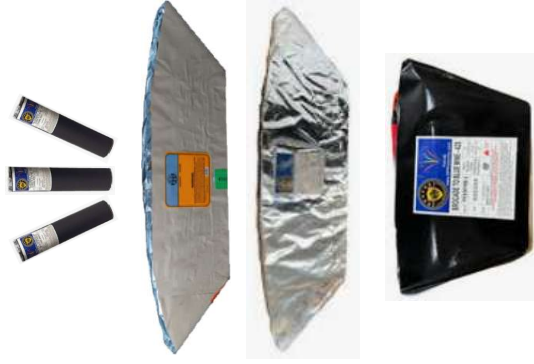
Grid Coordinates: 31.120127, -97.728493

1.4G Pyrotechnics

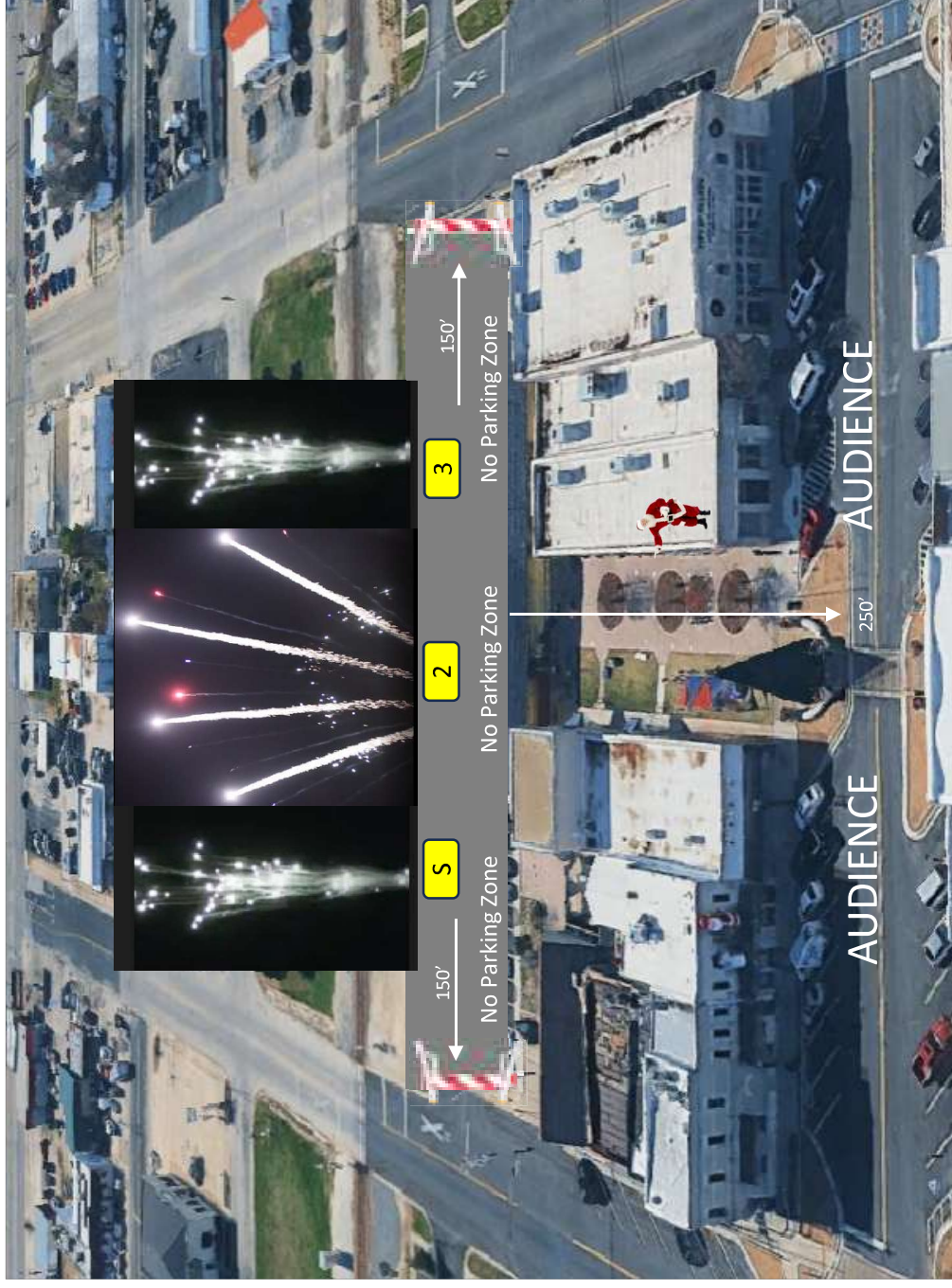
1" & 2" caliber Meteors,
Comets, Mines, Fan Slices
and Cakes. (Altitude 200')

- ✓ **NFPA 1123 & 1126**
- ✓ **Safety Radius 140'**

Minimum Ground Safety
Distance to Audience is
250' ft.



Back Side of Event – Parking Lot Behind Chambers of Commerce



Show Time: 6:00 PM, Friday, 5 DEC 2025

Sunrise: 7:15 AM

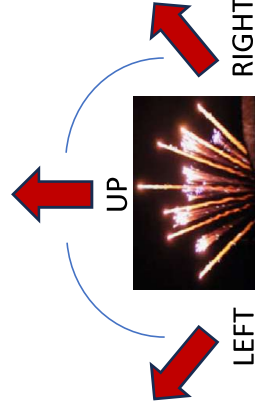
Sunset: 5:28 PM

Grid Coordinates: 31.120127, -97.728493

Example of Pyrotechnics Safe Construction Station

2 Levels of Safety

1. Preloaded tube inside HDE Tube.
2. Boxed in Treated Plywood Firewall



Direction of Flight - Angle Only Pyrotechnics

Double Safety Construction

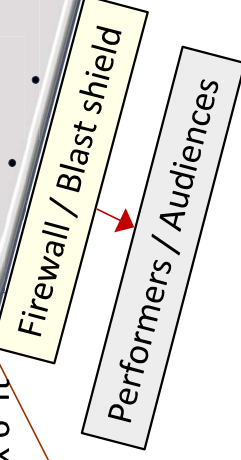
Preloaded tubes
Placed in HDPE tubes
Firewall added

Caged / Secured
HDPE Tubes, Fan Slices, Cakes



Computer Receiver

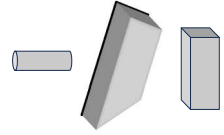
4' x 6' ft



Preloaded tube

Fan Slice

Cake



NOTE: Only 1.4G Professional Low Explosive Pyrotechnics are used for behind concert stages and stadiums for close audience.

Show Time: 6:00 PM, Friday, 5 DEC 2025

Sunrise: 7:15 AM

Sunset: 5:28 PM

Grid Coordinates: 31.120127, -97.728493

Professional Christmas Tree Lighting - Samples of Pyrotechnics used





FIREWORKS DISPLAY APPLICATION

RS-25-181

November 4, 2025

Background

2

- City staff is working to prepare for the annual downtown event, Holiday Under the Stars Festival & Tree Lighting, which will be held on Dec 5, 2025.
- A small public fireworks display is being planned for the event at the Killeen Municipal Court and will be timed with the lighting of the Christmas tree.

Background

3

- ❑ Killeen Code of Ordinances Sec. 11-6 provides that the City Council may permit the use of fireworks for public display.
- ❑ Application was received on September 7th from Magic Display Pyrotechnics FX.
- ❑ The fireworks display will take place on December 5th at 7:30 p.m. at the Killeen Municipal Court.
- ❑ Licensing, insurance, site plan, storage, and types of fireworks have all been provided in accordance with Sec. 11-6(c).

Recommendation

6

- The Fire Marshal has reviewed the application with no significant findings.
- Therefore, staff recommends that the City Council approve the application submitted by Magic Display Pyrotechnics FX for a fireworks display on December 5, 2025.



City of Killeen

Staff Report

File Number: PH-25-062

Hold a public hearing and consider an ordinance submitted by Theresa Lau on behalf of 440 Group, Ltd. **(Case# Z25-28)** to rezone approximately 0.04 acres out of Lot 4, Block 1 of the 440 Plaza Shopping Center addition, from "B-5" (Business District) to "B-5" (Business District) with a "CUP" (Conditional Use Permit) to allow for the sale of alcoholic beverages for on-premises consumption. The subject property is locally addressed as 1044 South Fort Hood Street, Killeen, Texas.

DATE: November 4, 2025

TO: Kent Cagle, City Manager

FROM: Wallis Meshier, Exec. Dir. Of Dev. Serv.

SUBJECT: Zoning Case # Z25-28: "B-5" to "B-5" w/"CUP"

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: 440 Group, Ltd.

Current Zoning: "B-5" (Business District)

Proposed Zoning: "B-5" (Business District) with a Conditional Use Permit (CUP) to allow for the sale of alcoholic beverages for on-premises consumption.

Current FLUM Designation: 'Regional Commercial'

Conditional Use Permit: Sec. 31-456(a), the purpose of the conditional use permit process is to identify those land uses that may be appropriate within a zoning district.

Summary of Request:

The applicant's request is for a Conditional Use Permit (CUP) to allow the sale and on-premises consumption of alcohol in conjunction with a proposed bookstore and café, which will serve both cocktails and non-alcoholic drinks. Alcohol service will be secondary to the primary use as a bookstore and café.

Killeen Code of Ordinances Chapter 31 Compliance:

The subject property is currently zoned "B-5" (Business District). Per Section 31-306.1 - Supplemental standards for restaurants engaged in the on-premises sale and consumption of alcohol: "During any consecutive twelve-month period, a restaurant shall not obtain more than fifty

(50) percent of its gross receipts from the on-premises sale of alcoholic beverages.” In order to ensure compliance with this section, the applicant was advised to apply for a Conditional Use Permit.

Killeen Code of Ordinances Sec. 31-456 provides that the Conditional Use Permit (CUP) process is intended to identify those land uses that may be appropriate within a zoning district but, due to their location, function or operation, could have a harmful impact on adjacent properties or the surrounding area, and to provide a procedure whereby such uses may be permitted by further restricting or conditioning the same so as to mitigate or eliminate such potential adverse impacts.

Sec. 31-456(e)(A) states that the Conditional Use Permit shall be void if the building or premises is not put to the permitted use for a period of one (1) year from the effective date of the ordinance authorizing issuance of the permit or the permitted use ceases for any one (1) year period.

Zoning/Plat Case History:

The property was annexed on September 9, 1962, and Staff was unable to determine when it was zoned to “B-5” (Business District). It was platted on July 16, 1971.

Character of the Area:

North: Commercial property zoned “B-5” (Business District), “B-3A” (Local Business and Retail Alcohol Sales District), and “RC-1” (Restaurant and Alcohol Sales District).

South: Undeveloped Commercial lots zoned “B-5” (Business District)

West: Commercial property zoned “B-5” (Business District)

East: Commercial property zoned “B-5” (Business District) and “B-C-1” (General Business and Alcohol Sales District)

Future Land Use Map Analysis:

The subject property is located within the ‘Neighborhood Infill’ (NI) area on the Growth Sector Map and is designated as ‘Regional Commercial’ (RC) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

The ‘Neighborhood Infill’ area on the Growth Sector Map includes areas of the city that are already developed and have access to city services and infrastructure, but have vacant, underutilized, or poorly developed properties. Growth policies for this sector should encourage development or redevelopment of these properties with accessory dwelling units, smallplexes, and micro commercial that provides incremental increases in density. Development should match the existing character and improve walkable access to businesses and amenities for people living and working in the vicinity.

These ‘Regional Commercial’ places are first identified by their principal focus on auto-oriented traffic. Logically placed near high-traffic intersections, these spaces bring people from many surrounding neighborhoods. Typical uses will include regional businesses including but not limited to restaurants, grocery stores, banks, retail, gas stations, and offices. This place type encourages small-scale,

neighborhood-scale, regional, and industrial. This place type encourages one hundred percent (100%) nonresidential and fifty percent (50%) residential use mix.

The request supports the following Comprehensive Plan recommendations:

- **LU3** - Encourage incremental evolution of neighborhoods.
- **NH4** - Build complete neighborhoods.

The Killeen 2040 Comprehensive Plan promotes incremental redevelopment of properties that can add to a widespread improvement. Additionally, Staff finds that the proposed rezoning is consistent with the surrounding area, which consists of commercial-zoned property.

Development Zone Analysis:

These properties are located within the City of Killeen Development Zone #3. This development zone is between Interstate Highway 14 and Veterans Memorial Boulevard, east of Fort Hood Street. This development zone consists of 62.40% residential uses and 37.60% commercial uses.

The current land use mix within this area comprises the following acreages and percentages approximately:

<u>District</u>	<u>Acres</u>	<u>Percentage</u>
Special Districts	81.61	2.74%
Residential	1779.03	59.66%
Industrial	273.37	9.17%
Commercial	847.76	28.43%
Agricultural	0.00	0.00%
Totals	2981.78	100.00%

Vacant Property	716.18	24.02%
-----------------	--------	--------

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, wastewater, and drainage services are located within the City of Killeen municipal utility service area and are partially available to the subject tract.

Water services are available for the suite via an existing 6" water distribution main located south of the main building structure.

Wastewater services are available for the suite via an existing 8" wastewater main located north of the main building structure.

No storm sewer facilities are located adjacent to the individual suite.

Transportation and Thoroughfare Plan:

Access to the property is via South Fort Hood Street (120' ROW), which is classified as a Principal Arterial in the currently adopted Comprehensive Plan.

An individual traffic impact analysis is not required at this time.

PARKS AND PROPOSED TRAIL PLAN:

There are no proposed parks or trails on this site. Parkland dedication, fees in lieu of, and parkland development fees will not be required as the property is already developed.

Environmental Assessment:

The property is located in the Nolan Creek / Leon River Watershed, in Zone X (Outside the 0.2% Annual Change Flood Hazard), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0280E with effective date September 26, 2008.

The property is not impacted by wetland areas according to the National Wetlands Inventory Map. No visual evidence of other environmental impediments is apparent on the property at this time.

Public Notification:

Staff notified property owners of fifteen (15) surrounding properties regarding this request.

As of the date of this staff report, two written responses have been received regarding this request: one (1) in support and one (1) in opposition.

Staff Findings:

The subject property is located within an active commercial location that includes a variety of uses such as restaurants, a hair salon, retail establishments, and a pool hall. The applicant would like to have the sale of alcoholic beverages as a secondary component to the primary operations of a bookstore café. Staff finds that the request is consistent with the recommendations of the Killeen 2040 Comprehensive Plan.

In accordance with Killeen Code of Ordinances Sec. 31-456(e)(1): "A conditional use permit shall continue in full force and effect until the earliest occurrence of any of the following events of termination, at which time it shall be void and shall have no further effect:

- A. The building or premises is not put to the permitted use for a period of one (1) year or more from the effective date of the ordinance authorizing issuance of the permit or the permitted use ceases for any one (1) year period;
- B. The permit expires by its own terms;

- C. The property is rezoned;
 - D. Another conditional use permit is approved for the site;
 - E. The building or premises is substantially enlarged or extended;
 - F. The use of the building or premises is materially expanded or increased; or
- The violation of any one (1) or more of the conditions of approval

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years?

This zoning request does not involve the expenditure of city funds. Public infrastructure is already in place for this property.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

Is there a sufficient amount in the budgeted line item for this expenditure?

This is not applicable.

RECOMMENDATION:

Staff recommends approval of the applicant's request to rezone the subject property from "B-5" (Business District) to "B-5" (Business District) with a Conditional Use Permit (CUP) to allow for the sale of alcoholic beverages for on-premises consumption as requested by the applicant.

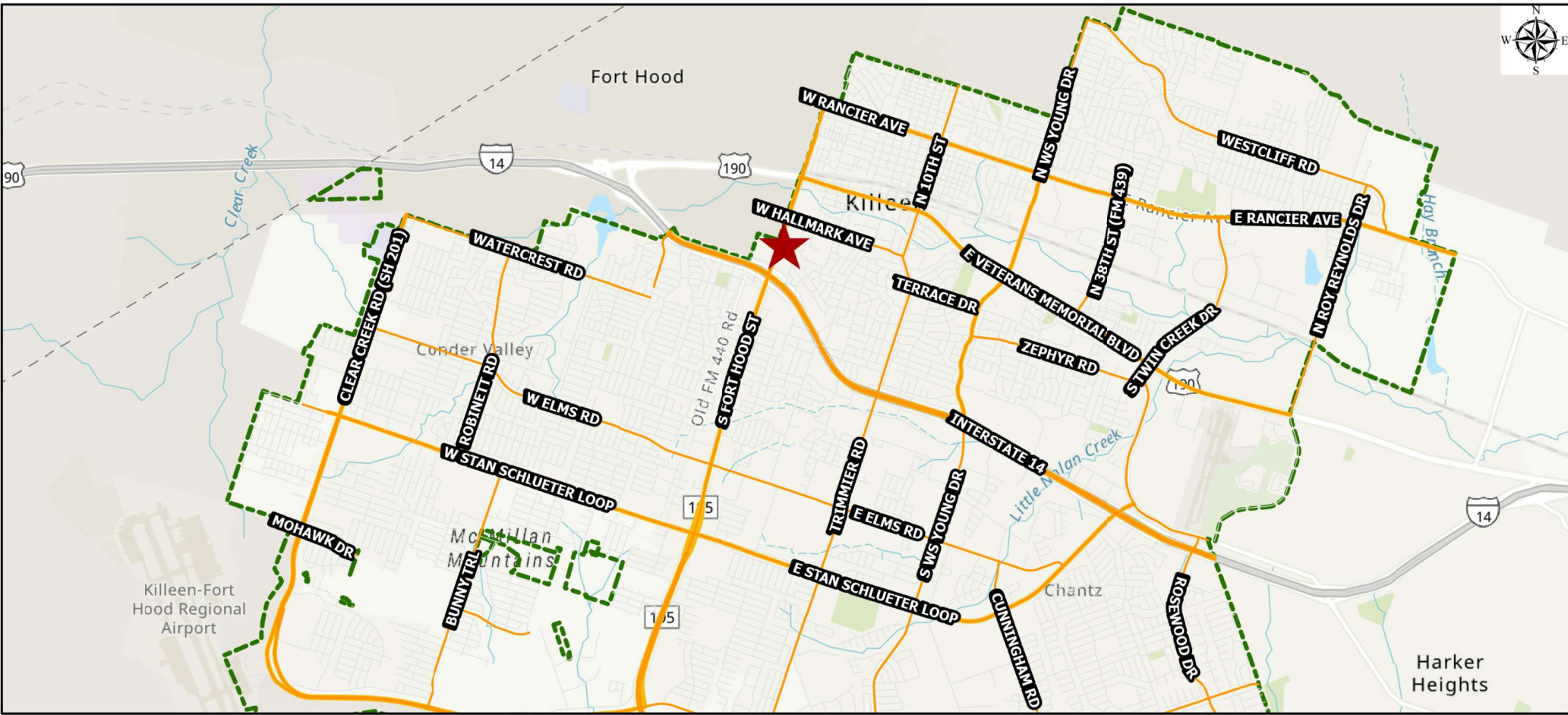
The Planning and Zoning Commission recommended approval of the applicant's request to change the zoning classification from "B-5" (Business District) to "B-5" (Business District) w/ a "CUP" (Conditional Use Permit) to allow for the sale of alcoholic beverages for on-premises consumption by a vote of 7 to 0.

DEPARTMENTAL CLEARANCES:

Planning and Legal staff have reviewed this item.

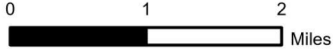
ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Minutes
Ordinance
Letter of Request
Responses
Presentation



LOCATION MAP

Council District: 1



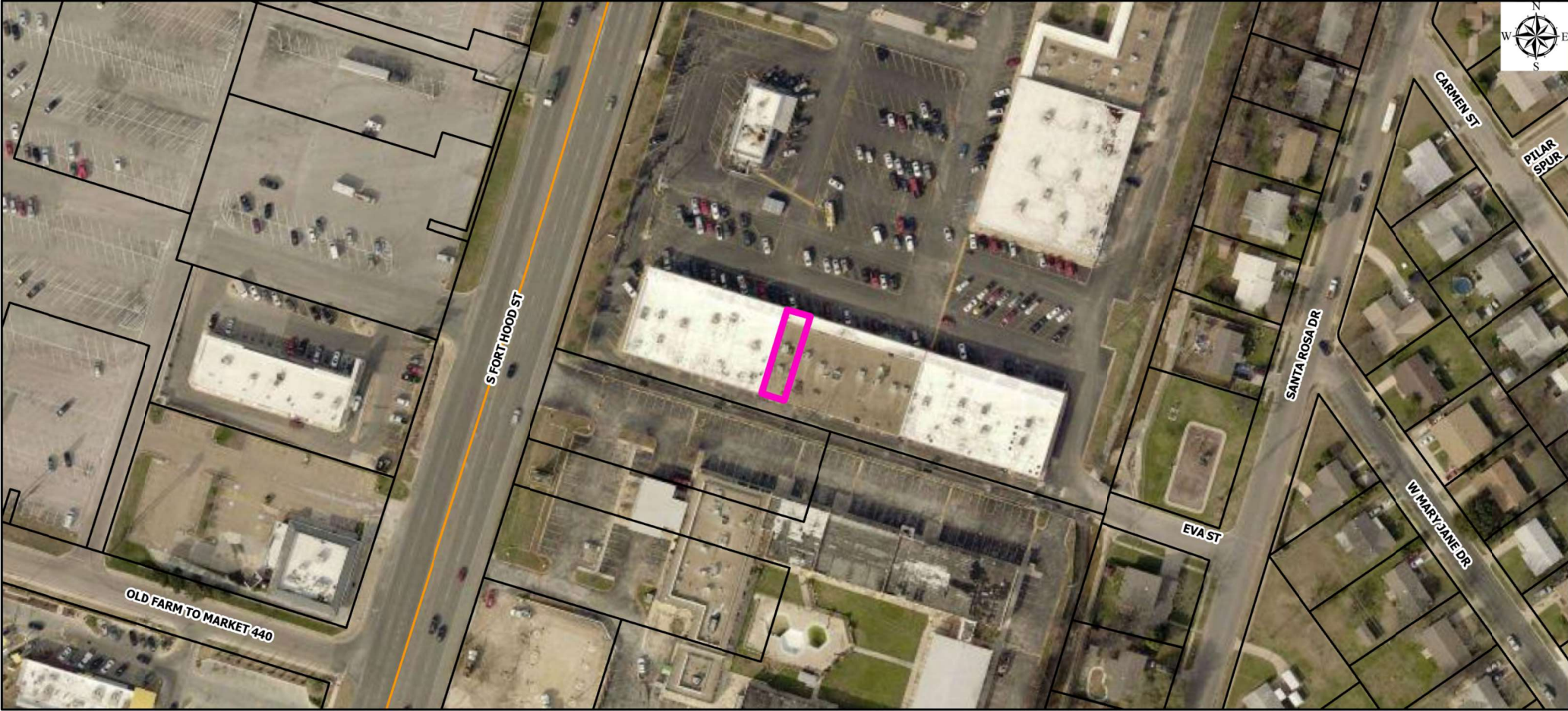
Subject Property Legal Description:

Approximately 0.04 out of 20.782 acres, as part of lot 4, Block 1, 440 Plaza Shopping Center.
The property is locally addressed as 1044 S Fort Hood Street, Killeen, Texas.

Zoning Case 2025-28
B-5 TO B-5 w/CUP

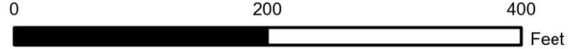
Legend

- Major Roads
- City Limit
- Zoning Case Location



AERIAL MAP

Council District: 1

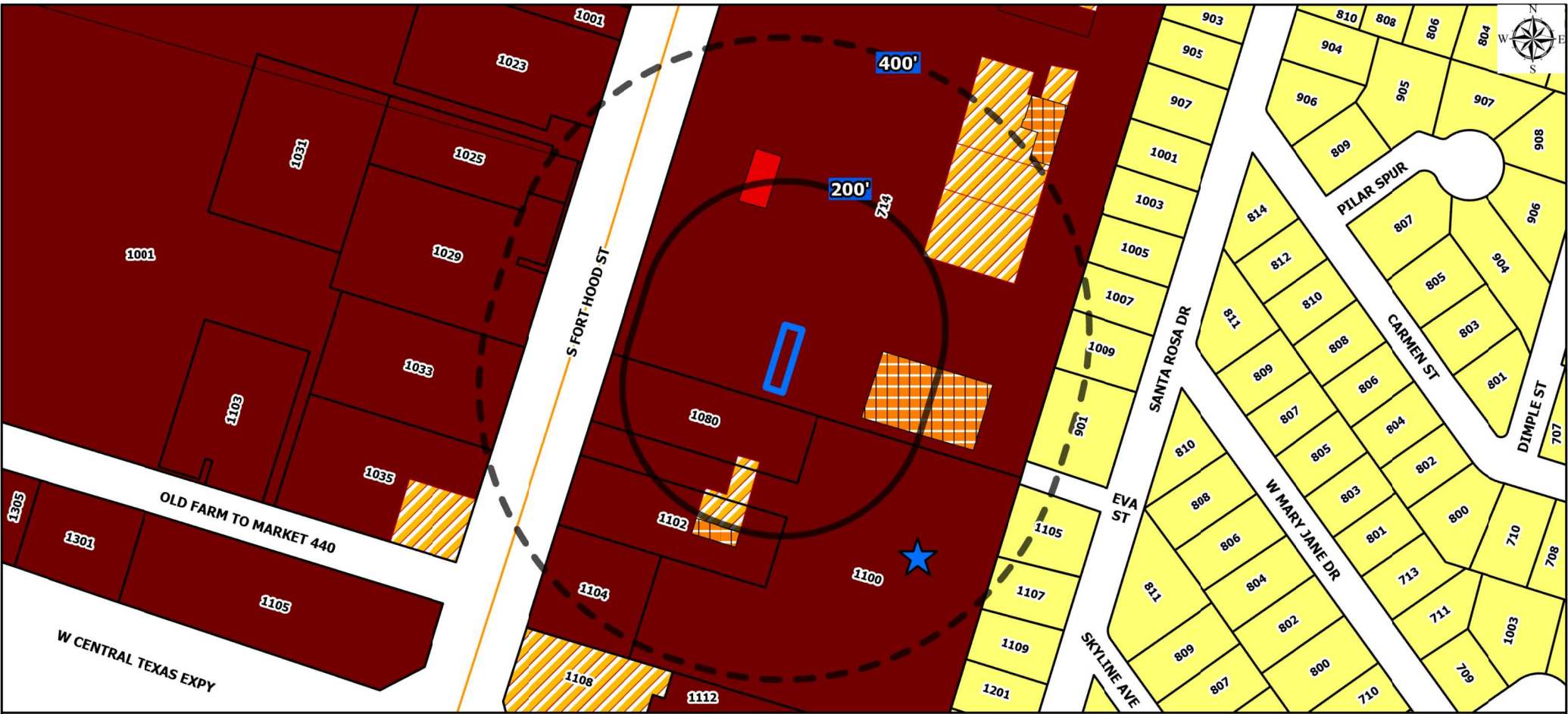


Zoning Case 2025-28
B-5 TO B-5 w/CUP

Legend

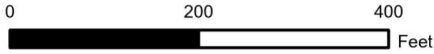
 Zoning Case

Subject Property Legal Description: Approximately 0.04 out of 20.782 acres, as part of lot 4, Block 1, 440 Plaza Shopping Center.
The property is locally addressed as 1044 S Fort Hood Street, Killeen, Texas.



RESPONSE MAP

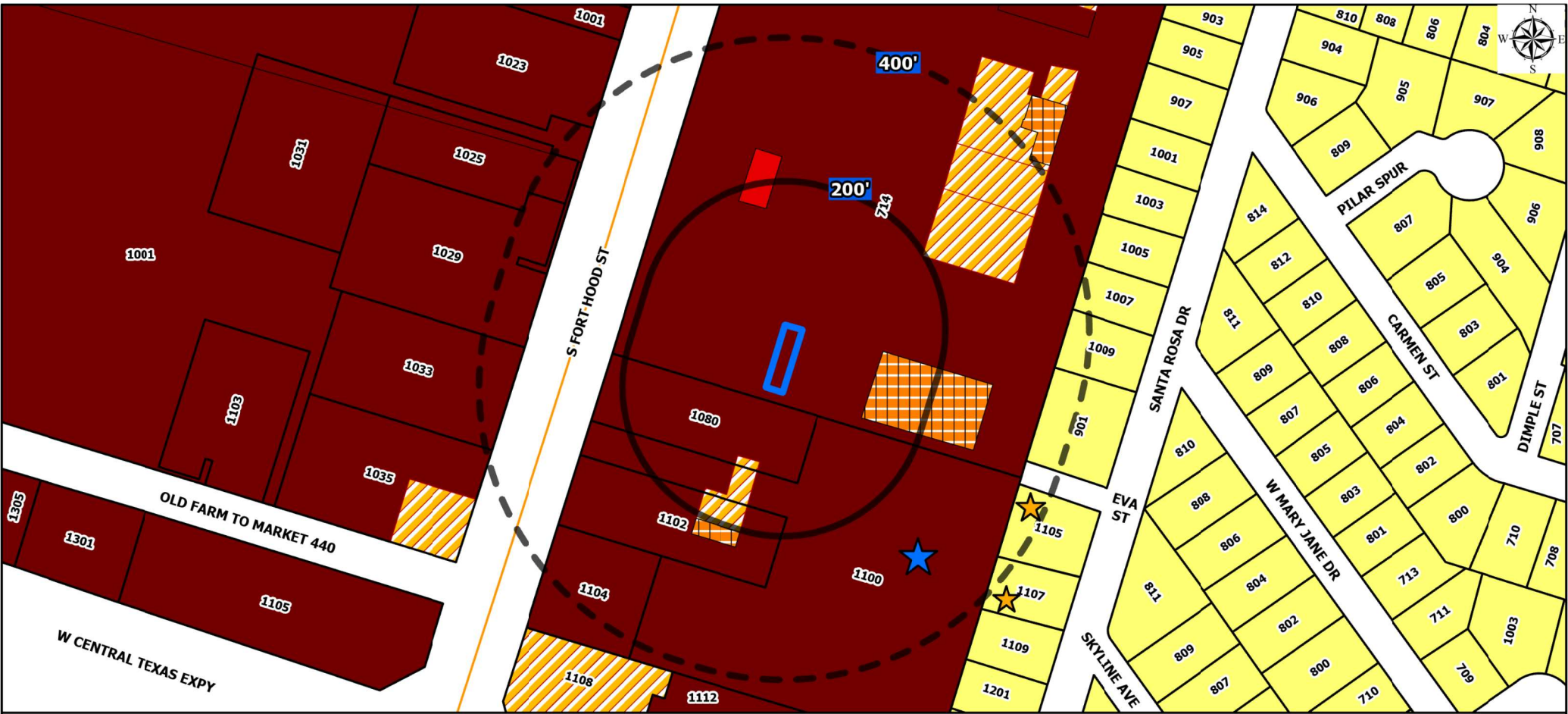
Council District: 1



Subject Property Legal Description: Approximately 0.04 out of 20.782 acres, as part of lot 4, Block 1, 440 Plaza Shopping Center.
The property is locally addressed as 1044 S Fort Hood Street, Killeen, Texas.

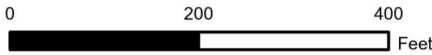
Zoning Case 2025-28
B-5 TO B-5 w/CUP

- Legend
- | | | |
|----------------|---------|-------|
| Current Zoning | B-5 | B-C-1 |
| B-3A | RC-1 | R-1 |
| Zoning Case | SUPPORT | |



RESPONSE MAP

Council District: 1



Subject Property Legal Description: Approximately 0.04 out of 20.782 acres, as part of lot 4, Block 1, 440 Plaza Shopping Center.
The property is locally addressed as 1044 S Fort Hood Street, Killeen, Texas.

Zoning Case 2025-28
B-5 TO B-5 w/CUP

Legend

Current Zoning	B-5	B-C-1
B-3A	RC-1	R-1
OPPOSED	Zoning Case	SUPPORT

SITE PHOTOS

Case #Z25-28: "B-5" to "B-5" w/ "CUP"



View of the suite located in the 440 Plaza Shopping Center:



From the subject suite looking towards the surrounding businesses:



SITE PHOTOS

Case #Z25-28: "B-5" to "B-5" w/ "CUP"



Looking towards S. Fort Hood Street from the subject suite:



From the subject property, facing north, looking towards the surrounding businesses:



MINUTES
PLANNING AND ZONING COMMISSION MEETING
SEPTEMBER 22, 2025
CASE # Z25-28
“B-5” to “B-5” W/“CUP”

Hold a public hearing and consider a request submitted by Theresa Lau on behalf of 440 Group, Ltd. (**Case# Z25-28**) to rezone approximately 0.04 acre out of Lot 4, Block 1 of the 440 Plaza Shopping Center addition from “B-5” (Business District) to “B-5” (Business District) with a “CUP” (Conditional Use Permit) to allow for the sale of alcoholic beverages for on-premises consumption. The subject property is locally addressed as 1044 South Fort Hood Street, Killeen, Texas.

This item was presented to the Commission during their Work Session. Ms. Lopez was available to answer questions.

The applicant, Ms. Theresa Lau, was present to represent the case.

Chairman Minor opened the public hearing at 5:02 p.m.

With no one wishing to speak, the public hearing was closed at 5:02 p.m.

Commissioner Giacomozzi moved to recommend approval of the request as presented. Commissioner Sabree seconded, and the motion passed by a vote of 7 to 0.

ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 0.04 ACRES OUT OF LOT 4, BLOCK 1 OF THE 440 PLAZA SHOPPING CENTER ADDITION FROM “B-5” (BUSINESS DISTRICT) TO “B-5” (BUSINESS DISTRICT) WITH A “CUP” (CONDITIONAL USE PERMIT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code and Section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the City of Killeen Zoning Ordinance following a recommendation by the Planning and Zoning Commission and a public hearing;

WHEREAS, Theresa Lau, on behalf of 440 Group, Ltd., presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 0.04 acres out of Lot 4, Block 1 of the 440 Plaza Shopping Center addition, locally addressed as 1044 South Fort Hood Street, Killeen, Texas, from “B-5” (Business District) to “B-5” (Business District) with a “CUP” (Conditional Use Permit) to allow for the sale of alcoholic beverages for on-premises consumption;

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on September 22, 2025, duly recommended approval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on November 4, 2025, at the City Hall, City of Killeen; and

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission, and the evidence in support thereof, and the City Council being of the majority opinion that the applicant’s zoning request should be approved as recommended by the Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

SECTION I. That the zoning classification of approximately 0.04 acres out of Lot 4, Block 1 of the 440 Plaza Shopping Center addition, locally addressed as 1044 South Fort Hood Street, Killeen, Texas be changed from “B-5” (Business District) to “B-5” (Business District) with a “CUP” (Conditional Use Permit) to allow for the sale of alcoholic beverages for on-premises consumption.

SECTION II. That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 4th day of November 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001, *et seq.*

APPROVED:

Debbie Nash-King, MAYOR

ATTEST:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY
Case #25-28
Ord. #25-____

440 GROUP, LTD.
PO BOX 578
KILLEEN, TEXAS 76541
254-554-8496

July 30, 2025

To: City of Killeen Zoning Dept.

RE: Letter of Request for Conditional Use Permit (CUP)

To Whom It May Concern,

Please accept this Letter of Request for Conditional Use Permit for property addressed at 1044 S. Fort Hood Street, Killeen, Texas 76541. This address is a two thousand square foot Suite located in 440 Plaza Shopping Center.

This request made by 440 Group Ltd., the Landlord/Property Owner, on behalf of Theresa Lau, Tenant/Applicant. Tenant/Applicant plans to open a business named Lost Literature, which will be a Bookstore, Café & Cocktails. She also plans to serve non-alcoholic drinks as well.

We believe that Lost Literature will drive traffic to the shopping center, which will benefit other businesses located in 440 Plaza Shopping Center. It brings an upscale ambience along with culture and sophistication.

We ask for approval of CUP for this location. Thank you for your consideration.

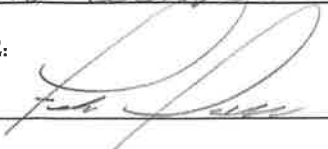
Sincerely,



Brittany Williams

440 GROUP LTD.

254-291-7272

YOUR NAME:	FRANK SOLTIO	PHONE NUMBER:	812-361-3882
CURRENT ADDRESS:	4024 W. Turkey Track, MARTINSVILLE, IN, 46151		
ADDRESS OF PROPERTY OWNED:	1105 + 1107 SANTA ROSA DR, KILLEEN TX,		
COMMENTS:	(NO) TO THIS REQUEST		
	WE HAVE ENOUGH LICENSES WITH ALCOHOL CONSUMPTION IN THIS AREA.		
	I OWN TWO HOUSES NEXT TO THIS PROPOSED SITE. I STILL HAVE BULLET HOLES IN 1107 SANTA ROSA, FROM WHERE SOMEONE DISCHARGED A FIRE ARM. ALLOWING ANOTHER PLACE TO SELL ALCOHOL WILL ONLY MAKE MATTERS WORSE.		
SIGNATURE:	 REQUEST: "B-5" to "B-5" w/CUP Z25-28/ 05-06		



YOUR NAME:	Brittany Williams	PHONE NUMBER:	254 291-7272
CURRENT ADDRESS:	1032 S. Fort Hood St Killeen		
ADDRESS OF PROPERTY OWNED:	1100 S. Fort Hood St Killeen		
COMMENTS:	We support this ZONING Request.		
	BIGE, INC		
	440 Group, Ltd.		
SIGNATURE:	Brittany Williams		REQUEST: "B-5" to "B-5" w/CUP Z25-28/ 04

RECEIVED

SEP 19 2025

By JL

CASE #Z25-28:
“B-5” TO “B-5” W/CUP

PH-25-062

November 4, 2025

Case #Z25-28: 'B-5' to 'B-5' w/CUP

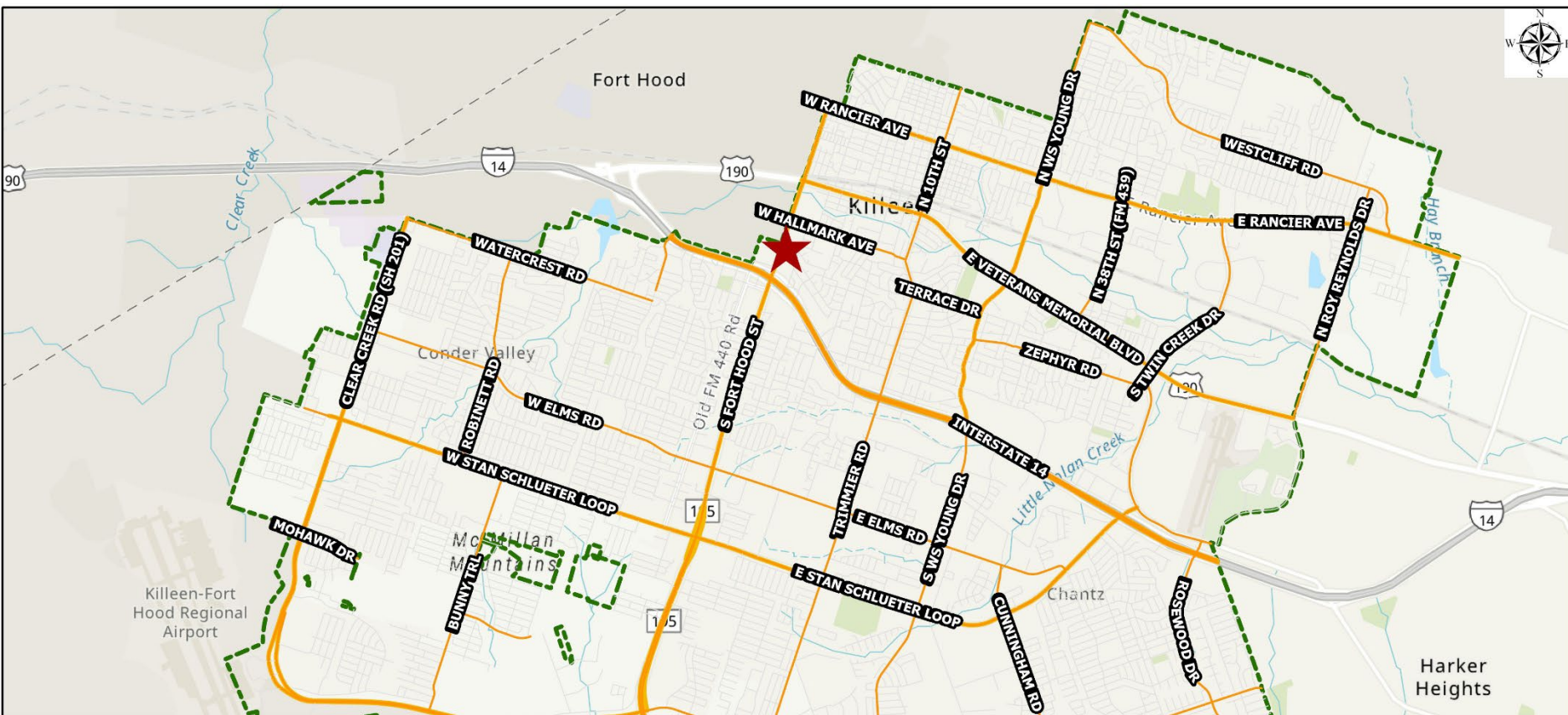
- Hold a public hearing and consider a request submitted by Theresa Lau on behalf of 440 Group, Ltd. (**Case# Z25-28**) to rezone approximately 0.04 acres out of Lot 4, Block 1 of the 440 Plaza Shopping Center addition from “B-5” (Business District) to “B-5” (Business District) with a “CUP” (Conditional Use Permit) to allow for the sale of alcoholic beverages for on-premises consumption.
- The subject property is locally addressed as 1044 South Fort Hood Street, Killeen, Texas.

Case #Z25-28: 'B-5' to 'B-5' w/CUP

- The applicant's request is for a Conditional Use Permit (CUP) to allow the sale and on-premise consumption of alcohol in conjunction with a proposed bookstore and café.
- If approved, the bookstore and café intends to serve both cocktails and non-alcoholic drinks. Alcohol service will be secondary to the primary use as a bookstore and café.

Case #Z25-28: 'B-5' to 'B-5' w/CUP

- The subject property is located within the 'Neighborhood Infill' (NI) area on the Growth Sector Map and is designated as 'Regional Commercial' (RC) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.



LOCATION MAP

Council District: 1

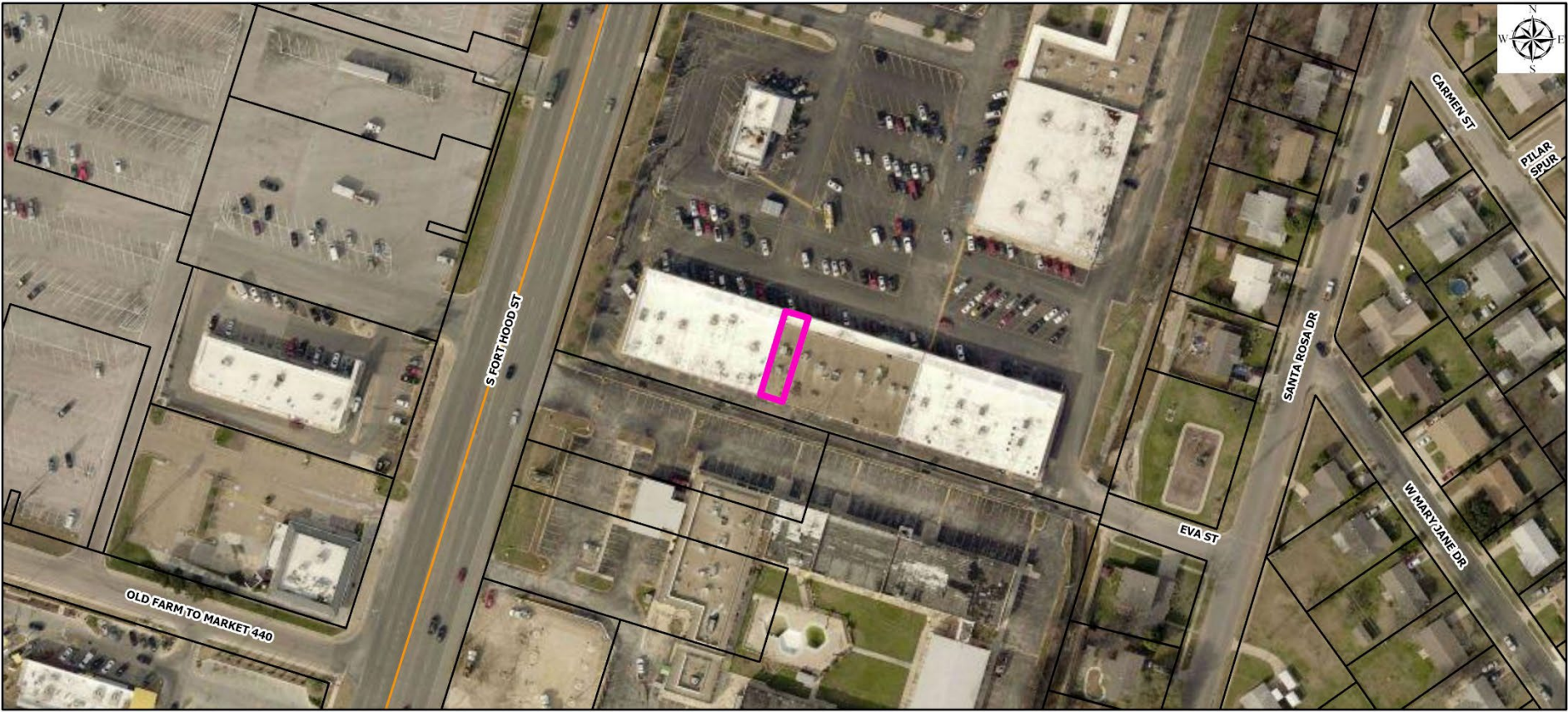


Subject Property Legal Description: Approximately 0.04 out of 20.782 acres, as part of lot 4, Block 1, 440 Plaza Shopping Center.
The property is locally addressed as 1044 S Fort Hood Street, Killeen, Texas.

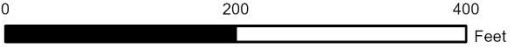
Zoning Case 2025-28
B-5 TO B-5 w/CUP

Legend

- Major Roads
- City Limit
- Zoning Case Location



AERIAL MAP
Council District: 1



Subject Property Legal Description: Approximately 0.04 out of 20.782 acres, as part of lot 4, Block 1, 440 Plaza Shopping Center.
The property is locally addressed as 1044 S Fort Hood Street, Killeen, Texas.

Zoning Case 2025-28

B-5 TO B-5 w/CUP

Legend

 Zoning Case

Case #Z25-28: 'B-5' to 'B-5' w/CUP

7

View of the suite located in the 440 Plaza Shopping Center:



Case #Z25-28: 'B-5' to 'B-5' w/CUP

8

From the subject suite looking towards the surrounding businesses:



Case #Z25-28: 'B-5' to 'B-5' w/CUP

9

Looking towards S. Fort Hood Street from the subject suite:



Case #Z25-28: 'B-5' to 'B-5' w/CUP

10

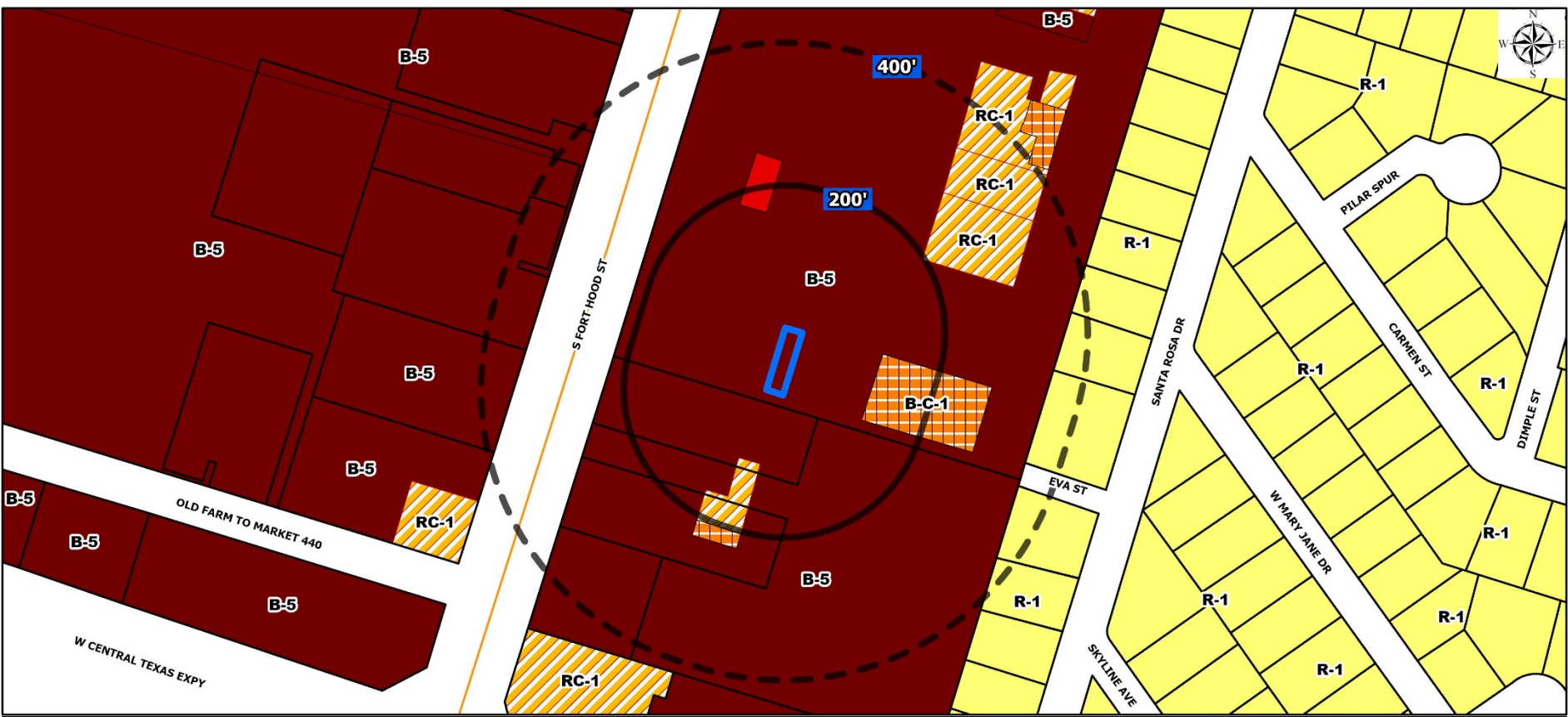
View facing north, looking towards the surrounding businesses:



Public Notification

11

- Staff notified the owners of fifteen (15) surrounding properties regarding this request.
- As of the date of this report, staff has received one (1) written response in support and one (1) written response in opposition to this request.



ZONING MAP

Council District: 1



Zoning Case 2025-28
B-5 TO B-5w/CUP

Subject Property Legal Description: Approximately 0.04 out of 20.782 acres, as part of lot 4, Block 1, 440 Plaza Shopping Center.
The property is locally addressed as 1044 S Fort Hood Street, Killeen, Texas.

Staff Recommendation

13

- Staff recommends approval of the applicant's request to rezone the subject property from "B-5" (Business District) to "B-5" (Business District) with a Conditional Use Permit (CUP) to allow for the sale of alcoholic beverages for on-premises consumption, as requested by the applicant.

Commission Recommendation

14

- At their regular meeting on September 22, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 7 to 0.



City of Killeen

Staff Report

File Number: PH-25-063

Hold a public hearing and consider an ordinance submitted by National Logistics Training Center, Inc., on behalf of the Catholic Diocese of Austin, (**Case# Z25-29**) to rezone approximately 14.751 acres, being Lot 11 of the Willie F. Stefek addition, and approximately 13.711 acres out of the G. W. Farris Survey, Abstract No. 306 from "R-1" (Single-Family Residential District) to "B-4" (Business District). The subject properties are locally addressed as 102, 108, and 110 West Elms Road, Killeen, Texas.

DATE: November 4, 2025

TO: Kent Cagle, City Manager

FROM: Wallis Meshier, Exec. Dir. Of Dev. Serv.

SUBJECT: Zoning Case # Z25-29: "R-1" to "B-4"

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Catholic Diocese of Austin
Agent: National Logistics Training Center, Inc.
FLUM Designation: 'Regional Commercial' (RC)
Current Zoning: "R-1" (Single-Family Residential District)
Growth Sector: 'Intended Growth' (IN)
Development Zone: 6

Summary of Request:

The applicant, National Logistics Training Center, Inc., on behalf of the Catholic Diocese of Austin, has submitted a request to rezone the above-referenced parcels located at 102, 108, and 110 West Elms Road from "R-1" (Single-Family Residential District) to "B-4" (Business District).

A Future Land Use Map (FLUM) amendment from 'Residential Mix' to 'Regional Commercial' (FLUM Case #25-03) was approved by City Council on August 19, 2025. The applicant is now requesting to rezone the property from "R-1" (Single-Family Residential District) to "B-4" (Business District) to allow for the development of a state-licensed vocational trade school.

Zoning/Plat Case History:

The property was annexed into the City of Killeen's corporate limits on December 23, 1986, via Ordinance No. 86-87. At the time of the initial zoning after annexation, it was zoned "R-1" (Single-Family Residential District).

Character of the Area:

North: Undeveloped property zoned "R-1" (Single-Family Residential District) and "B-5" (Business District), and an existing shopping center and convenience store zoned "B-5" (Business District).

South: Existing two-family residential development zoned "R-2" (Two-Family Residential District).

East: Undeveloped commercial properties zoned "B-3" (Local Business District) and "B-5" (Business District).

West: Existing commercial businesses (Texas Health and Human Services and Wagging Tails Dog Grooming) zoned "B-5" (Business District).

Future Land Use Map Analysis:

The subject property is located within the 'Intended Growth' area on the Growth Sector Map and designated as 'Regional Commercial' (RC) on the Future Land Use Map (FLUM) of the 2040 Comprehensive Plan.

Properties within the 'Intended Growth' sector include properties that are in close proximity to existing development and have access to existing or planned infrastructure. Development in this sector should align with the Big Ideas of this plan, particularly those related to diversifying the housing and neighborhood options in the city.

These 'Regional Commercial' places are first identified by their principal focus on auto-oriented traffic. Logically placed near high-traffic intersections, these spaces bring people from many surrounding neighborhoods. Typical uses will include regional businesses, including but not limited to restaurants, grocery stores, banks, retail, gas stations, and offices. This place type encourages small-scale, neighborhood-scale, regional, and industrial-scale development. This place type encourages a one hundred percent (100%) nonresidential and a fifty percent (50%) residential use mix.

Development Zone Analysis:

These properties are located within the City of Killeen Development Zone #6. This development zone is between Stagecoach Road and Central Texas Expressway, east of Fort Hood Street. This development zone consists of 65.76% residential uses and 34.24% commercial uses.

The current land use mix within this area comprises the following acreages and percentages, approximately:

<u>District</u>	<u>Acres</u>	<u>Percentage</u>
Special Districts	150.77	3.52%

Residential	2666.93	62.25%
Industrial	102.99	2.40%
Commercial	1312.54	30.63%
Agricultural	51.34	1.20%
Totals	4284.56	100.00%

Vacant Land	1175.75	27.44%
-------------	---------	--------

Water, Sewer and Drainage Services:

Provider: City of Killeen: Yes

Feasibility Study or Service Commitment: Water, wastewater, and drainage services are located within the City of Killeen municipal utility service area.

Water services are available for the properties via an existing 12" water transmission main located in an easement along the eastern property line of all tracts. An existing 6" water distribution main is located adjacent to Parcel No. 111425 in W. Elms Road.

Wastewater services are available for the Parcel Nos. 111425 and 240170 via an existing 6" wastewater main located in an easement along the southern property line of Parcel No. 111425.

No wastewater services are adjacent to Parcel No. 240169. A new wastewater main could be extended from an existing main located at the intersection of Sladeczek Drive and Ronald Drive.

An existing curb inlet is located adjacent to Parcel No. 111425 in W. Elms Road. No existing stormwater infrastructure is adjacent to Parcel Nos. 240170 and 240169.

Transportation and Thoroughfare Plan:

Access to the properties is via W. Elms Road (110-foot-wide ROW) to the north and Sladeczek Drive (50-foot-wide ROW) to the east of the subject properties. W. Elms Road is classified as a Minor Arterial in this area, and Sladeczek Drive is classified as a local road in the currently adopted 2040 Comprehensive Plan.

PARKS AND PROPOSED TRAIL PLAN:

There are no proposed parks or trails on the properties.

Environmental Assessment:

The property is in the Nolan Creek / Leon River Watershed. The property is located in Zone X (Outside the 0.2% Annual Change Flood Hazard), per FEMA Flood Insurance Rate Maps 48027C0260E and 48027C0280E with an effective date September 26, 2008.

There are no wetlands located on the property, as shown on the National Wetlands Inventory map. No visual evidence of other environmental impediments is apparent on the property at this time.

Public Notification:

Staff notified the owners of seventy-five (75) surrounding properties regarding this request.

As of the date of this staff report, staff has received one (1) response regarding this request, and no responses in support or opposition.

Staff Findings:

The applicant is actively pursuing the development of the subject property. The initial step in their process was the submission of a Future Land Use Map (FLUM) amendment application, which has been completed and received approval from the City Council. The current request represents the second step in their development process. Staff has reviewed the proposed rezoning from "R-1" (Single-Family Residential District) to "B-4" (Business District) and recommends approval as presented.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years?

This zoning request does not involve the expenditure of city funds. Public infrastructure is already in place for this property and is maintained by the City. Maintenance costs will continue for the life of the development.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

Is there a sufficient amount in the budgeted line-item for this expenditure?

This is not applicable.

RECOMMENDATION:

Staff recommends approval of the applicant's request to rezone from "R-1" (Single-Family Residential) to "B-4" (Business District) as presented.

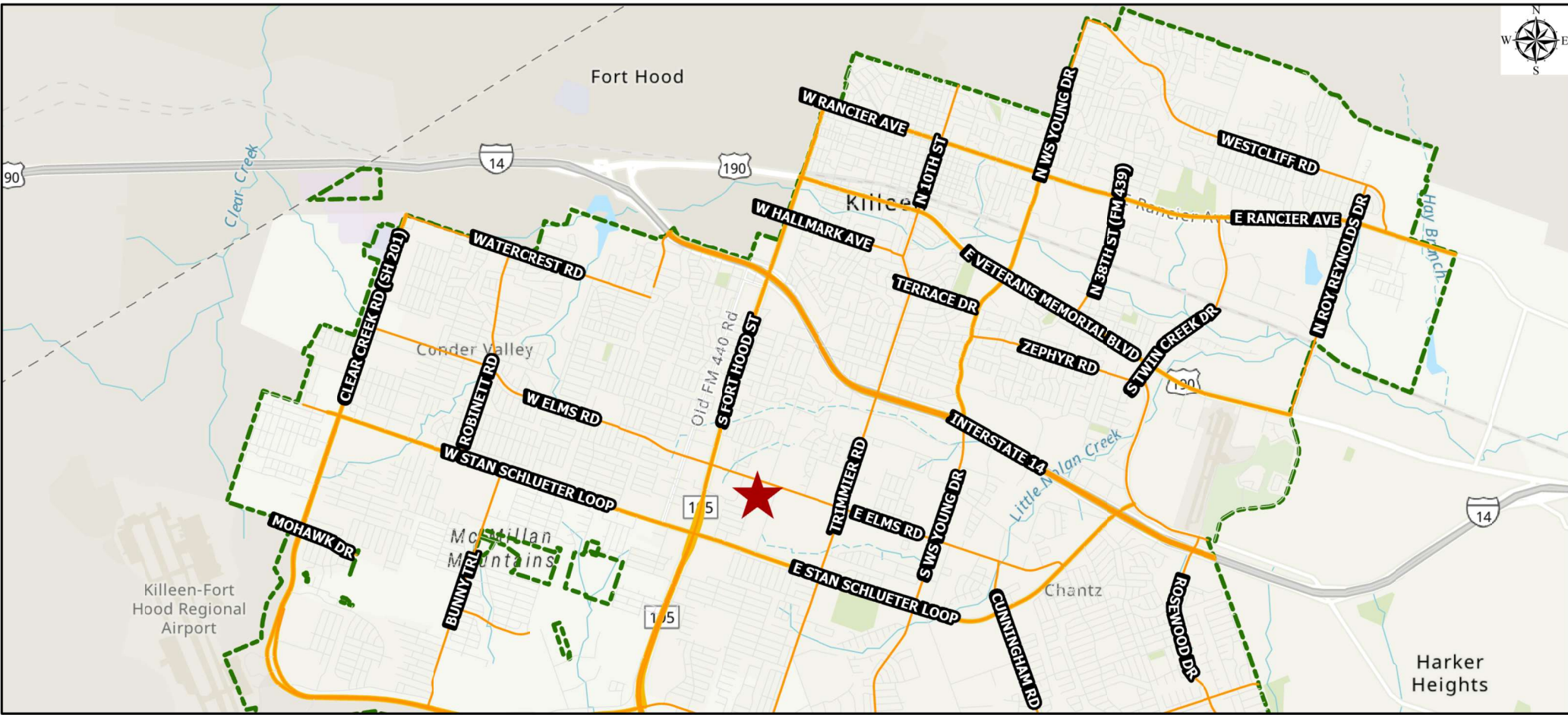
At their regular meeting on September 22, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 8 to 0.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

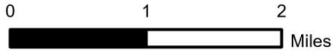
ATTACHED SUPPORTING DOCUMENTS:

Maps
Site Photos
Minutes
Ordinance
Letter of Request
Response
Presentation



LOCATION MAP

Council District: 3

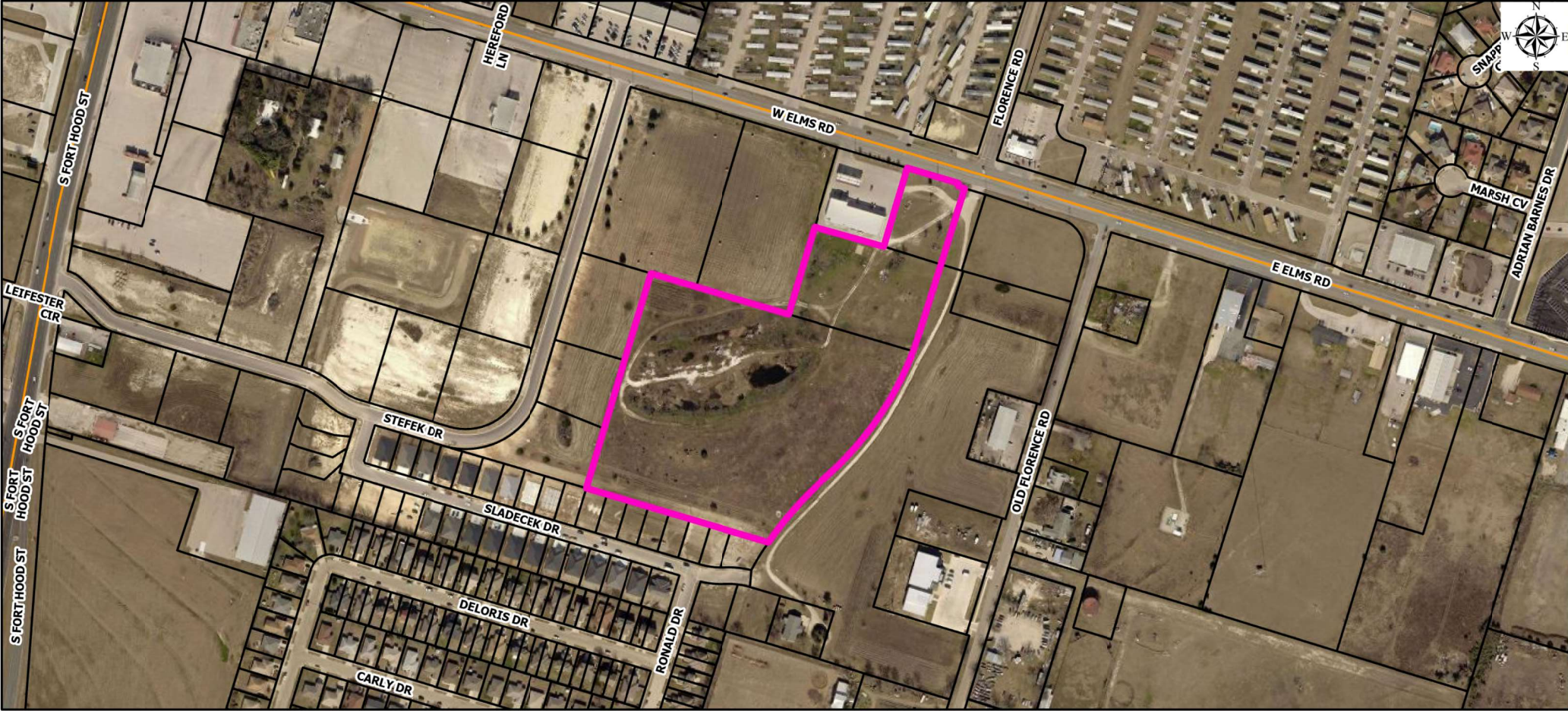


Subject Property Legal Description: A0306BC G W FARRIS, 31, ACRES 11.201, A0306BC G W FARRIS, 31, ACRES 2.51, WILLIE F STEFEK, LOT TRACT 11, ACRES 1.04 TOTAL ACRES 14.75

Zoning Case 2025-29
R-1 TO B-4

Legend

- Major Roads
- City Limit
- Zoning Case Location



AERIAL MAP

Council District: 3

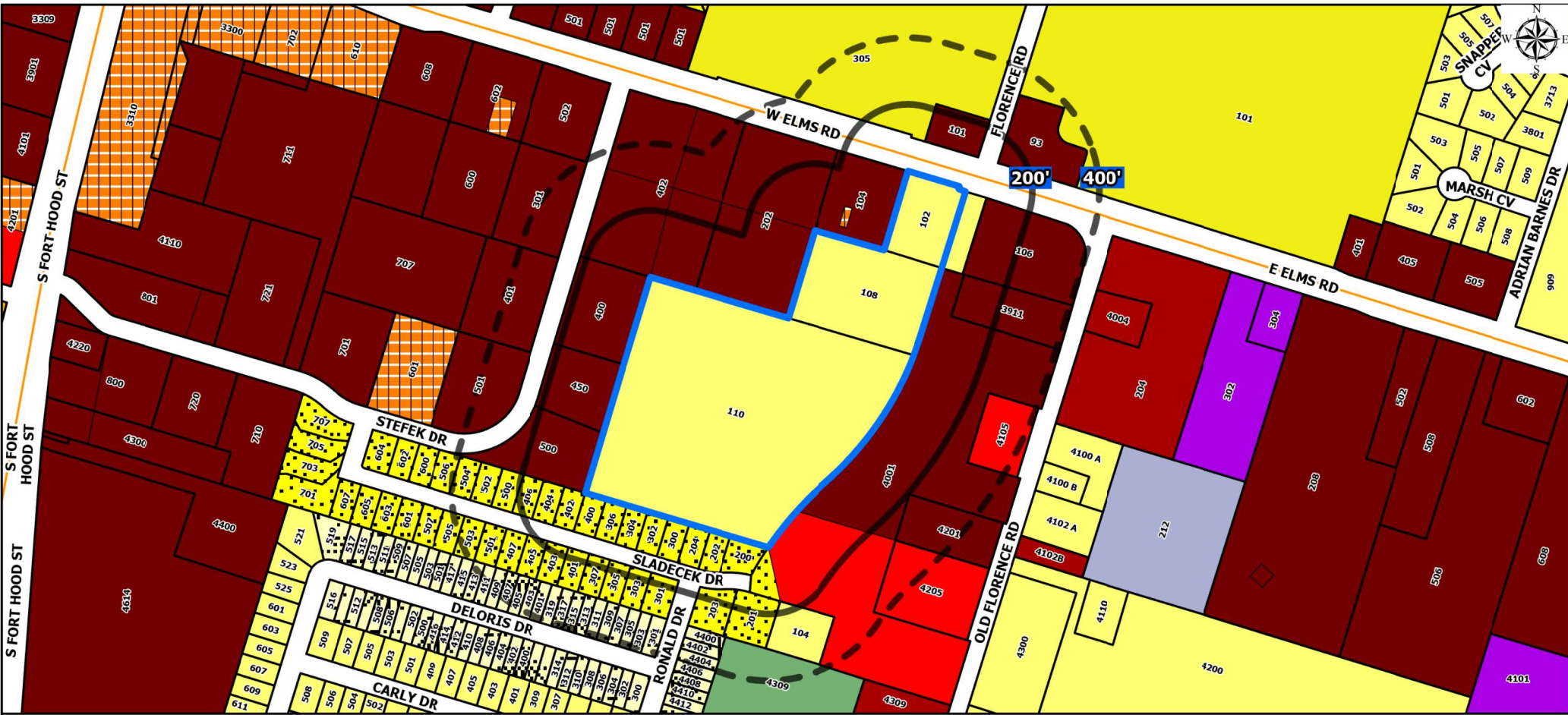


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Zoning Case 2025-29
R-1 TO B-4

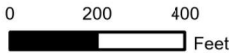
Legend

 Zoning Case



NOTIFICATION MAP

Council District: 3



Subject Property Legal Description: A0306BC G W FARRIS, 31, ACRES 11.201, A0306BC G W FARRIS, 31, ACRES 2.51, WILLIE F STEFEK, LOT TRACT 11, ACRES 1.04 TOTAL ACRES 14.75

Zoning Case 2025-29 R-1 TO B-4

A	RC-1	R-2	SUP
B-3	B-C-1	R-3	Zoning Case
B-4	M-1	R-MP	
B-5	R-1	RT-1	

SITE PHOTOS

Case #Z25-29: "R-1" to "B-4"



View of the subject property facing south with the adjacent developed commercial properties to the west:



View from the subject property looking across West Elms Road towards an existing commercial property and residential mobile home park.



SITE PHOTOS

Case #Z25-29: "R-1" to "B-4"



View from the subject property facing west, looking across West Elms Road towards the existing residential mobile home park.



View from the subject property facing east, looking down towards Ellison High School.



MINUTES
PLANNING AND ZONING COMMISSION MEETING
SEPTEMBER 22, 2025
CASE # Z25-29
“R-1” to “B-4”

Hold a public hearing and consider a request submitted by National Logistics Training Center, Inc. on behalf of the Catholic Diocese of Austin (**Case# Z25-29**) to rezone approximately 14.751 acres, being Lot 11 of the Willie F. Stefek addition, and approximately 13.711 acres out of the G. W. Farris Survey, Abstract No. 306 from “R-1” (Single-Family Residential District) to “B-4” (Business District). The subject properties are locally addressed as 102, 108, and 110 West Elms Road, Killeen, Texas.

This item was presented to the Commission during their Work Session. Mr. Hermosillo was available to answer questions.

Commissioner O’Brien joined the dais at 5:03 p.m.

The applicant, Mr. Armando Prescott of National Logistics Training Center, Inc., was present to represent the case.

Commissioner Sabree asked the applicant about the vocational school. Mr. Prescott stated that the vocational school would be a CDL (Commercial Driver’s Licensing) school for truck drivers.

Chairman Minor opened the public hearing at 5:04 p.m.

Ms. Amanda Hugely addressed the Commission and stated that she would like to request a wooden or metal fence between the proposed development and the adjacent residential development.

With no one else wishing to speak, the public hearing was closed at 5:05 p.m.

Commissioner Sabree moved to recommend approval of the request as presented. Commissioner Giacomozzi seconded, and the item was opened for discussion.

Commissioner Sabree asked if there is an ordinance in place that would require the new development to have a fence. Mrs. Meshier stated that the ordinance was recently amended to require a masonry screening device between commercial and residential uses. She further stated that screening requirements would be addressed during the Site Plan Review process.

Chairman Minor called for the vote, and the motion to recommend approval of the request passed by a vote of 8 to 0.

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 14.751 ACRES, BEING LOT 11 OF THE WILLIE F. STEFEK ADDITION, AND APPROXIMATELY 13.711 ACRES OUT OF THE G. W. FARRIS SURVEY, ABSTRACT NO. 306 FROM “R-1” (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO “B-4” (BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code and Section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the City of Killeen Zoning Ordinance following a recommendation by the Planning and Zoning Commission and a public hearing;

WHEREAS, National Logistics Training Center, Inc., on behalf of Catholic Diocese of Austin, presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 14.751 acres, being Lot 11 of the Willie F. Stefek addition, and approximately 13.711 acres out of the G. W. Farris Survey, Abstract No. 306, locally addressed as 102, 108, and 110 West Elms Road, Killeen, Texas, from “R-1” (Single-Family Residential District) to “B-4” (Business District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on September 22, 2025, duly recommended approval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on November 4, 2025, at the City Hall, City of Killeen; and

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission, and the evidence in support thereof, and the City Council being of the majority opinion that the applicant’s zoning request should be approved as recommended by the Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

SECTION I. That the zoning classification of approximately 14.751 acres, being Lot 11 of the Willie F. Stefek addition, and approximately 13.711 acres out of the G. W. Farris Survey, Abstract No. 306, locally addressed as 102, 108, and 110 West Elms Road, Killeen, Texas, be changed from “R-1” (Single-Family Residential District) to “B-4” (Business District).

SECTION II. That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 4th day of November 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001, *et seq.*

APPROVED:

Debbie Nash-King, MAYOR

ATTEST:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY
Case #25-29
Ord. #25-____

**National Logistics
Training Center Inc**
8163 Cole Pkwy
Lenexa, KS 66227

August 22, 2025

City of Killeen Planning & Development Services Department
200 East Avenue D
Killeen, TX 76541

RE: Request for Rezoning – 102 W Elms Rd, Killeen, TX

Parcels: A0306BC G W FARRIS, 31, ACRES 2.51 (Lot ID 240170); A0306BC G W FARRIS, 31, ACRES 11.201; WILLIE F STEFEK, TRACT 11, ACRES 1.04 (Lot ID 111425)

To Whom It May Concern:

On behalf of National Logistics Training Center Inc, I am submitting this formal request to rezone the above-referenced parcels located at 102 W Elms Rd, Killeen, TX 76542. The Future Land Use Map (FLUM) amendment to Regional Commercial (RC) has already been approved. We are now requesting a rezoning from **R-1 (Residential Single-Family District)** to **B-4 (Business District)** to allow for the development of a state-licensed vocational trade school.

Proposed Use

The subject property is currently vacant. Our plan is to develop it in 2026 as a vocational education campus, including:

- One academic building with classrooms and hands-on lab spaces (approx. 2,000 sqft)
- Outdoor parking for 3–5 trucks for CDL and diesel mechanic training
- Parking for personal vehicles
- Onsite administrative offices

Licensing regulations cap enrollment at a maximum of 10 students per class, ensuring limited traffic, minimal site intensity, and reduced environmental impact.

Consistency with the Comprehensive Plan

The rezoning request is consistent with the City’s Comprehensive Plan and approved FLUM amendment. Specifically, it advances:

- **Goal ED-1:** Expanding workforce readiness and vocational training opportunities.
- **Goal LU-2:** Promoting infill development and optimized use of existing infrastructure.

- **Goal LU-4:** Supporting compatible non-residential development adjacent to existing business zoning.

Compatibility with Surrounding Land Use

While the site is zoned R-1, surrounding parcels are zoned B-4, with nearby commercial and institutional uses. The vocational school use is fully compatible and represents a logical extension of the current land use pattern.

Impact on Infrastructure and Services

The project's small size and capped enrollment mean minimal infrastructure demands:

- **Water/Wastewater:** Standard connections with low consumption.
- **Drainage:** All site improvements will comply with stormwater requirements; no floodplain issues exist.
- **Transportation:** Direct access from W Elms Rd. Traffic generation will be negligible, with no improvements or turn lanes anticipated.

Fiscal and Community Impact

Rezoning approval will expand the tax base, generate permit and licensing fees, and support workforce development. Graduates will enter high-demand trades, contributing to local employment and economic growth.

Environmental Considerations

The property is cleared, level ground with no identified floodplain, wetlands, or sensitive habitat. Site development will comply with all City, state, and federal environmental standards.

Conclusion

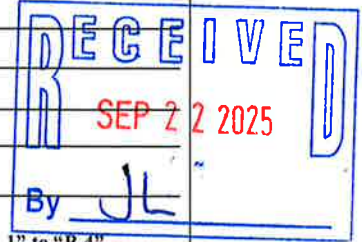
This rezoning request reflects the City's vision for compatible growth, supports workforce development, and aligns with the already approved FLUM amendment. We respectfully request your approval.

Sincerely,



Kristofer Gremp
General Manager

YOUR NAME:	Amber Huguley	PHONE NUMBER:	313.502.2359
CURRENT ADDRESS:	201 Sladeczek Dr Unit A		
ADDRESS OF PROPERTY OWNED:	201 Sladeczek Dr Killeen TX 76542		
COMMENTS:	I wanted to request a wooden or metal fence about 30-40% coverage. I believe its facing south. Its towards the end of the neighborhood.		
SIGNATURE:		REQUEST: "R-1" to "B-4"	
Huguley Amber		Z25-29/ 61	



CASE #Z25-29:
“R-1” TO “B-4”

PH-25-063

November 4, 2025

Case #Z25-29: “R-1” to “B-4”

- Hold a public hearing and consider a request submitted by National Logistics Training Center Inc. on behalf of the Catholic Diocese of Austin (**Case# Z25-29**) to rezone approximately 14.751 acres, being Lot 11, Willie F Stefek and G W Farris Survey, Abstract No. 306, from “R-1” (Single-Family Residential District) to “B-4” (Business District).
- The subject properties are locally addressed as 102, 108, and 110 West Elms Road, Killeen, Texas.

Case #Z25-29: “R-1” to “B-4”

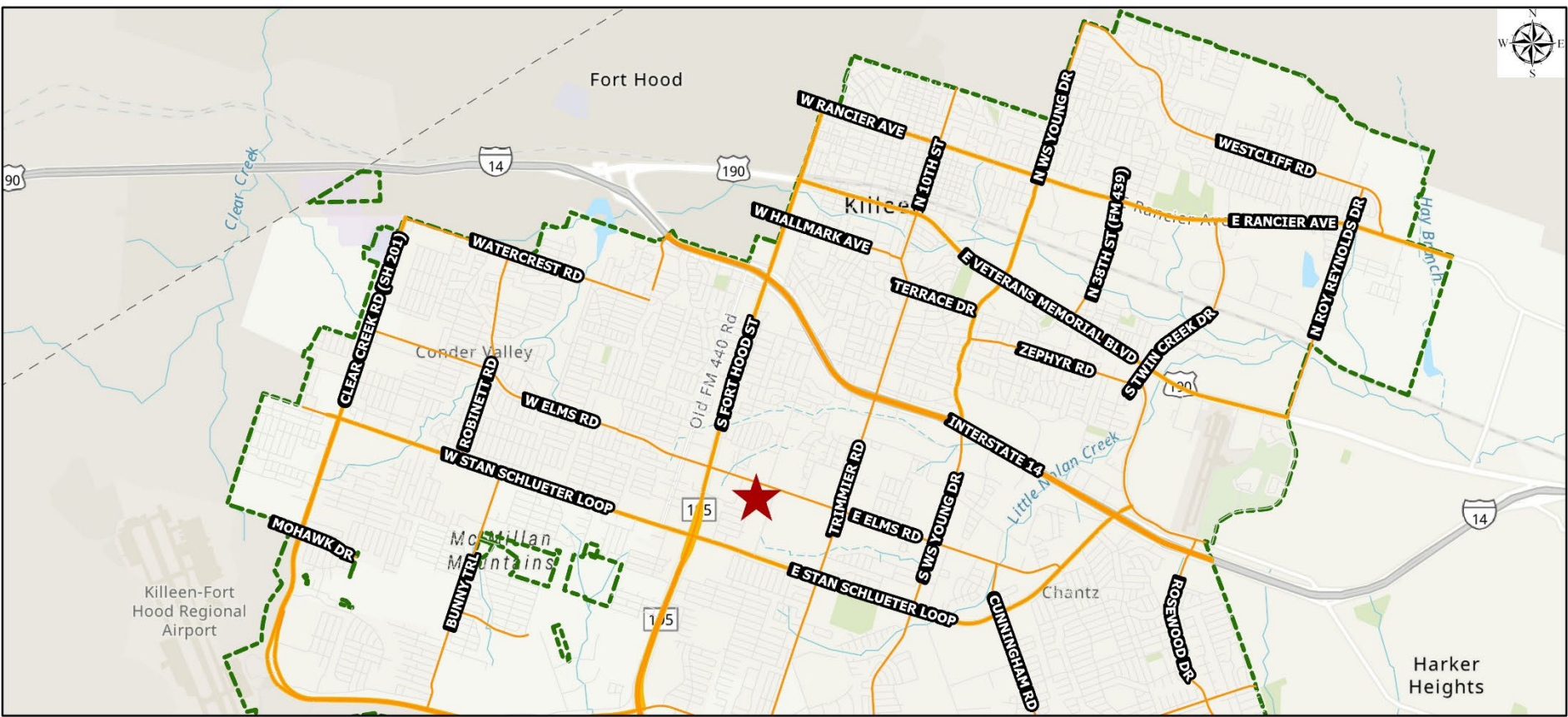
- The applicant has submitted a request to rezone the subject property from “R-1” (Single-Family Residential District) to “B-4” (Business District).
- If approved, the applicant intends to develop a vocational trade school on the property.

Case #Z25-29: “R-1” to “B-4”

- A Future Land Use Map (FLUM) amendment from ‘Residential Mix’ to ‘Regional Commercial’ was recently approved by City Council on August 19, 2025.
- The applicant is now requesting to rezone the property from “R-1” (Single-Family Residential District) to “B-4” (Business District).

Case #Z25-29: “R-1” to “B-4”

- The subject property is located within the ‘Intended Growth’ area on the Growth Sector Map and designated as ‘Regional Commercial’ (RC) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.



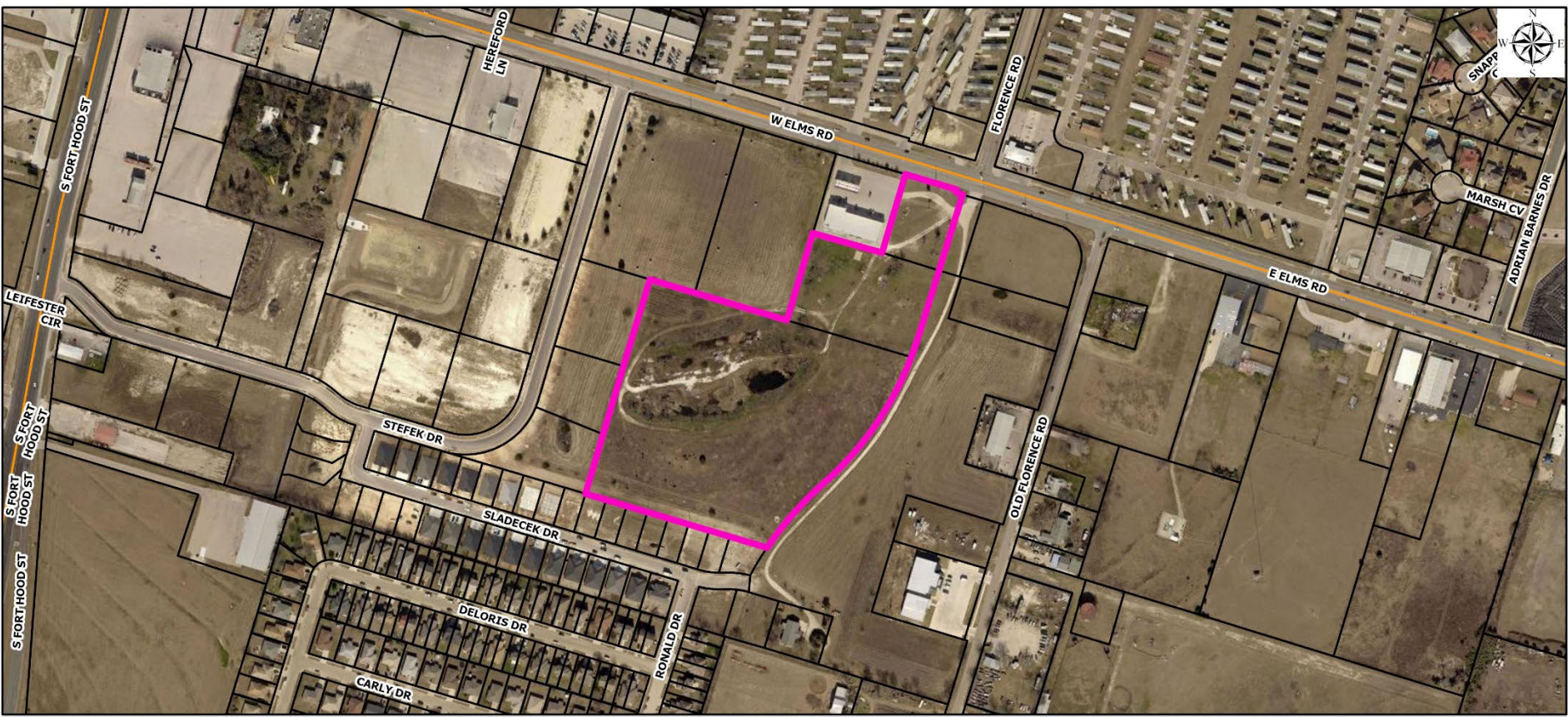
0 1 2 Miles

R-1 TO B-4

Subject Property Legal Description: A0306BC G W FARRIS, 31, ACRES 11.201, A0306BC G W FARRIS, 31, ACRES 2.51, WILLIE F STEFEK, LOT TRACT 11, ACRES 1.04 TOTAL ACRES 14.75

 Major Roads
 City Limit

 Zoning Case Location



AERIAL MAP
Council District: 3
0 200 400
Feet

Zoning Case 2025-29

R-1 TO B-4

Legend
 Zoning Case

Subject Property Legal Description: A0306BC G W FARRIS, 31, ACRES 11.201, A0306BC G W FARRIS, 31, ACRES 2.51, WILLIE F STEFEK, LOT TRACT 11, ACRES 1.04 TOTAL ACRES 14.75

Case #Z25-29: “R-1” to “B-4”

8

View of the subject property facing south from Elms Road:



Case #Z25-29: “R-1” to “B-4”

9

View from the subject property facing north across West Elms Road:



Case #Z25-29: “R-1” to “B-4”

10

View from the subject property facing west on West Elms Road:



Case #Z25-29: “R-1” to “B-4”

11

View from the subject property facing East on West Elms Road:



Public Notification

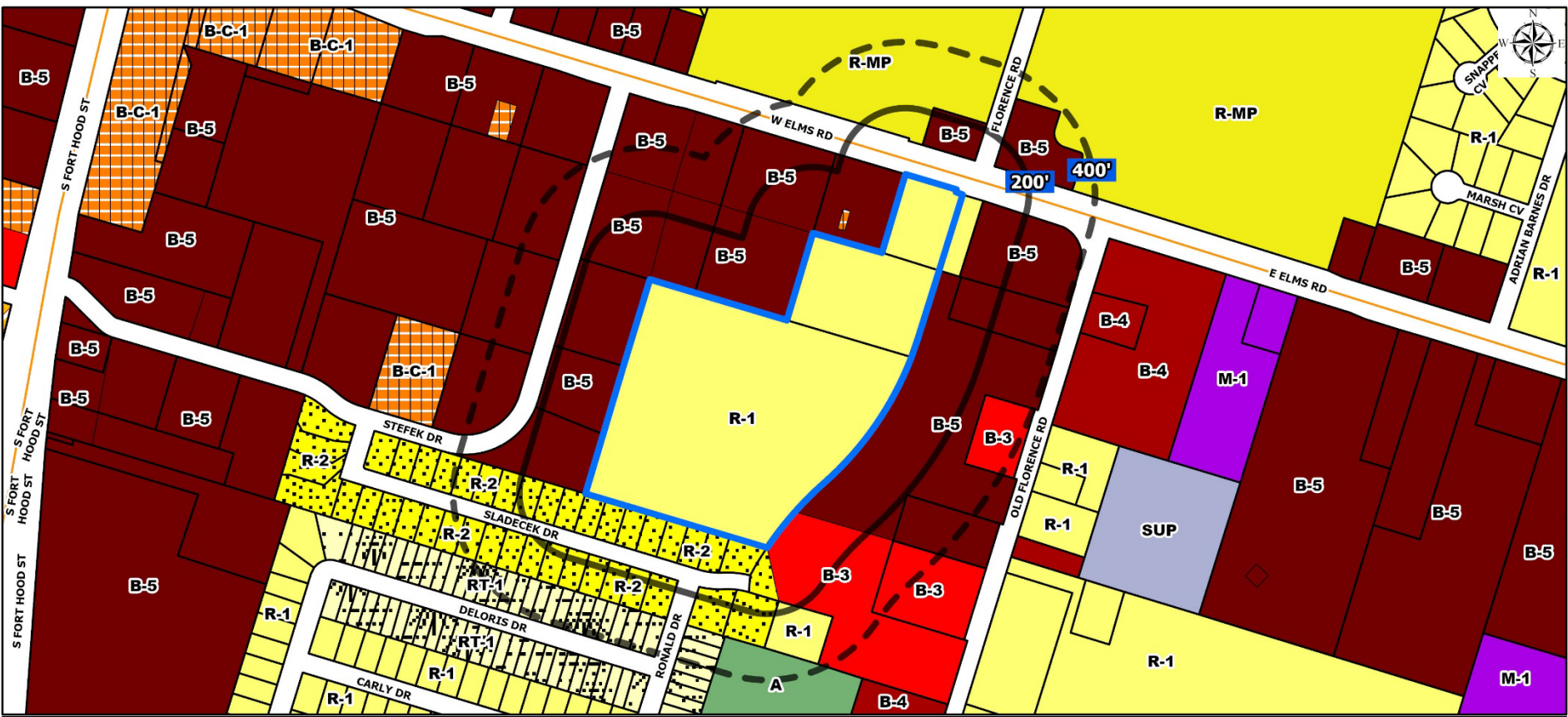
12

- Staff notified the owners of seventy-five (75) surrounding properties regarding this request.
- As of the date of this staff report, staff has received no written responses in opposition to this request.
- However, there was a response received in which the adjacent property owner requested a screening fence between the subject property and the abutting residential development.

Public Notification

13

- The standards regarding screening devices were amended in September 2024 via Ordinance No. 24-039 to require the construction of an eight (8) foot masonry screening device between the proposed commercial development and the existing residential on Sladeck Drive.



ZONING MAP
Council District: 3
0 200 400
Feet

Zoning Case 2025-29

R-1 TO B-4

Subject Property Legal Description: A0306BC G W FARRIS, 31, ACRES 11.201, A0306BC G W FARRIS, 31, ACRES 2.51, WILLIE F STEFEK, LOT TRACT 11, ACRES.TOTAL ACRES 14.75

Staff Recommendation

15

- Staff recommends approval of the applicant's request to rezone the subject property from "R-1" (Single-Family Residential) to "B-4" (Business District).

Commission Recommendation

16

- At their regular meeting on September 22, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 8 to 0.



City of Killeen

Staff Report

File Number: DS-25-051

Discuss nominations and voting procedure for the entity appointed members of the Board of Directors of the Bell County Tax Appraisal District



TAX APPRAISAL DISTRICT BOARD OF DIRECTORS

DS-25-051

November 4, 2025

Background

2

- ❑ In 2023, the Texas Property Tax Code replaced the previous process for appointing the Board of Directors for the Tax Appraisal District.
- ❑ Under the new regulations, the Tax Appraisal Board will be made up of the elected Tax Assessor-Collector, 3 members elected by voters, and 5 members appointed by taxing entity election with either two or three directors being elected to entity elected positions each year.
- ❑ Two directors will be elected by the taxing units this year for a term beginning January 1, 2026.

Taxing Entity Election – Nominations/Voting

3

- ❑ All taxing entities nominated up to two candidates before October 15, 2025.
 - ▣ City of Killeen nominated Kenny Wells and Rickey Williams.
- ❑ The Appraisal District sends a ballot to taxing entities that includes all nominations by October 31.
- ❑ Each entity receives a certain percentage of 2,000 votes based off the percentage of the total tax levy. The City of Killeen will have 218 of the 2,000 total votes.
- ❑ The City will be required to adopt a resolution with its vote by the second meeting after receiving the ballot.

Next Step

4

- November 18, 2025: Resolution submitting City of Killeen's final votes for Bell County Tax Appraisal District of Bell County Board of Directors



City of Killeen

Staff Report

File Number: DS-25-052

Discuss duties and responsibilities of the City Manager