



# City of Killeen

## Agenda

### City Council

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Tuesday, January 6, 2026

3:00 PM

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

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#### Call to Order and Roll Call

<input type="checkbox"/> Debbie Nash-King, Mayor	<input type="checkbox"/> Jessica Gonzalez
<input type="checkbox"/> Ramon Alvarez	<input type="checkbox"/> Jose Segarra
<input type="checkbox"/> Anthony Kendrick	<input type="checkbox"/> Joseph Solomon
<input type="checkbox"/> Nina Cobb	<input type="checkbox"/> Riakos Adams

#### Invocation

#### Pledge of Allegiance

#### Approval of Agenda

#### Presentations

1. [PR-26-001](#) Killeen Star Award
2. [PR-26-002](#) Check presentation from Killeen Sister Cities (Osan, Korea Committee) to the Killeen Youth Advisory Commission

#### Work Session

Discuss agenda items 3-20 for the January 6, 2026 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-26-001](#) Consider Minutes of Regular City Council Meeting of November 18, 2025.
4. [MN-26-002](#) Consider Minutes of Regular City Council Meeting of December 2, 2025.
5. [MN-26-003](#) Consider Minutes of Special City Council Meeting of December 2, 2025.
6. [RS-26-001](#) Consider a memorandum/resolution authorizing the purchase of library books from Ingram Library Services through the TXSMARTBUY cooperative purchasing program for Fiscal Year 2026, in the amount of \$155,000.00.  
*Attachments:* [Vendor Comparison Matrix](#)  
[Contract](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
7. [RS-26-002](#) Consider a memorandum/resolution authorizing the purchase of maintenance and repairs of HVAC equipment through The Brandt Companies for Fiscal Year 2026, in amount of \$272,759.00.  
*Attachments:* [BuyBoard Information Summary](#)  
[Contract Verification Form](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
8. [RS-26-003](#) Consider a memorandum/resolution awarding Bid Number 26-02, for the Original Airline Terminal Demolition Project at Skylark Field Airport, to R & L Global Inc., in the amount of \$168,750.00.  
*Attachments:* [Bid Proposal](#)  
[Bid Tab](#)  
[Contract](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
9. [RS-26-004](#) Consider a memorandum/resolution authorizing a Letter of Agreement with Rice Inspection, Inc., for Construction Inspection on the Lift Station No. 6 Rehabilitation and Expansion Project, in the amount of \$161,688.00.  
*Attachments:* [Proposal](#)  
[Agreement](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

10. [RS-26-005](#) Consider a memorandum/resolution authorizing the execution of a Professional Services Agreement with Garver, LLC, for the design of the Reuse Water for Community Center Park Project, in the amount of \$151,908.00.

Attachments: [Agreement](#)  
[Contract Verification Form](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

11. [RS-26-006](#) Consider a memorandum/resolution authorizing an Interlocal Agreement with the Central Texas Council of Governments, for the Household Hazardous Waste Event on April 11, 2026.

Attachments: [Agreement](#)  
[Presentation](#)

12. [RS-26-007](#) Consider a memorandum/resolution authorizing an Interlocal Agreement with the City of Harker Heights for the Household Hazardous Waste Event on April 11, 2026.

Attachments: [Agreement](#)  
[Presentation](#)

13. [RS-26-008](#) Consider a memorandum/resolution authorizing City of Killeen officials to submit the grant application for the Fiscal Year 2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant and to accept any subsequently awarded grant.

Attachments: [Grant Application](#)  
[Presentation](#)

14. [RS-26-009](#) Consider a memorandum/resolution authorizing the purchase of Personal Protective Equipment from North American Fire Equipment Company (NAFECO), in the amount of \$234,652.80.

Attachments: [Quote](#)  
[Contract](#)  
[Contract Verification](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

15. [RS-26-010](#) Consider a memorandum/resolution approving the inspection, cleaning and repair of Personal Protective Equipment (PPE) through Lion Total Care, in the amount of \$106,407.90.

Attachments: [Quote](#)  
[Contract](#)  
[Contract Verification](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)

16. [RS-26-011](#) Consider a memorandum/resolution approving the purchase of Self-Contained Breathing Apparatus (SCBA) and associated equipment from MES Life Safety, in the amount of \$3,012,625.15, and a mobile air compressor trailer from August Industries, in the amount of \$222,639.90.

Attachments: [Quotes](#)  
[SCBA Committee Review](#)  
[Contract Verification Forms](#)  
[Certificates of Interested Parties](#)  
[Presentation](#)

17. [RS-26-012](#) Consider a memorandum/resolution appointing members to the Board of Adjustment.

Attachments: [Presentation](#)

18. [OR-26-001](#) Consider an ordinance amending the Code of Ordinances Chapter 20, Article II, Itinerant Peddlers, Merchants, Etc., to amend regulations related to Itinerant Vendors.

Attachments: [Ordinance](#)  
[Presentation](#)

19. [OR-26-002](#) Consider an ordinance amending the Code of Ordinances, Chapter 25, Article V, Parades and Assemblies, and repealing Chapter 5, Article IV, Shows, Etc., to adopt updated regulations for Special Event permitting.

Attachments: [Ordinance](#)  
[Presentation](#)

20. [OR-26-003](#) Consider an ordinance amending the Code of Ordinances, Chapter 24, Solid Waste Collection and Disposal Services.

Attachments: [Ordinance](#)  
[Presentation](#)

## Discussion Items

21. [DS-26-001](#) Killeen Children's Museum and Immersion Center Initiative

22. [DS-26-002](#) Original Fire Station #1 (Avenue D Fire Station) Request for Proposal (RFP)

### Councilmember Requests for Future Agenda Items

23. [RQ-26-001](#) Honor Legacy of Bettie Ann McLaurin

Attachments: [Request](#)

### 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 December 30, 2025.*

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*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.*

- Winter Welcome in Fox Creek Park, January 15, 2026, 4:00 p.m., 1909 Grey Fox Trail

**Dedicated Service -- Every Day, for Everyone!**



# City of Killeen

## Staff Report

File Number: PR-26-001

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Killeen Star Award



# City of Killeen

## Staff Report

File Number: PR-26-002

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Check presentation from Killeen Sister Cities (Osan, Korea Committee) to the Killeen Youth Advisory Commission



# City of Killeen

## Staff Report

File Number: MN-26-001

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Consider Minutes of Regular City Council Meeting of November 18, 2025.

**City of Killeen**  
City Council Meeting  
Killeen City Hall  
November 18, 2025 at 3:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Councilmembers Anthony Kendrick, Jose Segarra, Joseph Solomon, Ramon Alvarez and Jessica Gonzalez

Absent: Mayor Pro tem Riakos Adams and Councilmember Nina Cobb

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

Edmund Jones gave the invocation. Councilmember Solomon led everyone in the Pledge of Allegiance.

### Approval of Agenda

*Motion was made by Councilmember Solomon to approve the agenda, with the exception of PH-25-067. Motion was seconded by Councilmember Segarra. The motion carried unanimously (5-0).*

### Presentations

**PR-25-026** Texas Main Street Designation

Staff Comments: Kate Kizito, Director of Downtown Revitalization

Ms. Kizito provided a progress update regarding the Texas Main Street Designation. Ms. Kizito was available to provide additional information and to answer questions.

**PR-25-027** Texas Downtown President's Award

Staff Comments: Kate Kizito, Director of Downtown Revitalization

Ms. Kizito recognized Southern Roots Brewing Company for receiving the Texas Downtown Presidents' Award for Best Economic Game Changer - Population Over 50,000, from the Texas Downtown organization. Ms. Kizito was available to provide additional information and to answer questions.

**PR-25-028** Killeen Economic Development Corporation Update

Killeen Economic Development Corporation Vice President of Economic Development, Tyler Robert, presented an overview of current developments, project and activity updates and marketing within the past quarter.

**Work Session**

Discuss agenda items 4 - 14 for the November 18, 2025 Regular Session

**Citizen Comments on Agenda Items**

Camron Cochran spoke regarding PR-25-027 and RS-25-183.

Michael Fornino spoke regarding PR-25-026, PR-25-027, PR-25-028 and RS-25-184.

Mellisa Brown spoke regarding PR-25-028, RS-25-183 and OR-25-014.

**Regular Session**

**Consent Agenda**

**MN-25-028** Consider Minutes of Regular City Council Meeting of October 21, 2025.

**RS-25-182** Consider a memorandum/resolution casting votes to elect Directors for the Tax Appraisal District of Bell County for 2026.

**RS-25-183** Consider a memorandum/resolution appointing members to vacant, expired and unexpired terms on various boards, commissions and committees.

**RS-25-184** Consider a memorandum/resolution authorizing the City Manager to review energy proposals from L5E LLC dba 5 and execute a contract with the provider offering the best value to the city.

**OR-25-014** Consider an ordinance authorizing the issuance of City of Killeen, Texas, Limited Tax Note Series 2025 for Fire Department Self Contained Breathing Apparatus (SCBAs).

The City Secretary read the caption of the ordinance:

**ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF KILLEEN, TEXAS LIMITED TAX NOTES, SERIES 2025; AUTHORIZING THE LEVY OF AN AD VALOREM TAX IN SUPPORT OF THE NOTES; APPROVING AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AWARDING THE SALE OF THE NOTES; AND AUTHORIZING OTHER MATTERS RELATED**

## **TO THE ISSUANCE OF THE NOTES**

*Motion was made by Councilmember Segarra to approve the Consent Agenda, as presented. Motion was seconded by Councilmember Solomon. The motion carried unanimously (5-0).*

### **Public Hearings**

**PH-25-065** Hold a public hearing and consider an ordinance submitted by City staff, on behalf of the property owners, (Case# Z25-18) to rezone approximately 1.39 acres, being Lot 3, Block 2, out of the Julius Alexander Industrial Subdivision from "M-1" (Manufacturing District) to "R-3A" (Multifamily Apartment Residential District). The subject property is locally addressed as 400 Liberty Street, Killeen, Texas.

The City Secretary Read the caption of the ordinance:

**AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 1.39 ACRES, BEING LOT 3, BLOCK 2, OUT OF THE JULIUS ALEXANDER INDUSTRIAL SUBDIVISION FROM "M-1" (MANUFACTURING DISTRICT) TO "R-3A" (MULTIFAMILY APARTMENT RESIDENTIAL 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 in favor of the ordinance.

Michael Forning spoke in opposition of the ordinance.

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

*Motion was made by Councilmember Alvarez to approve PH-25-065. Motion was seconded by Councilmember Kendrick. The motion carried unanimously (5-0).*

**PH-25-066** Hold a public hearing and consider an ordinance submitted by Peter J. Stanonik IV and Cleopatra Dover-Stanonik (Case# Z25-30) to rezone approximately 1.477 acres, out of the M. T. Martin Survey, Abstract No. 963, from "A" (Agricultural District) to "B-3" (Local Business District). The subject properties are generally located between the intersections of Biels Loop and Trimmier Road, Killeen, Texas.

The City Secretary Read the caption of the ordinance:

**AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 1.477 ACRES OUT OF THE M. T. MARTIN SURVEY, ABSTRACT NO. 963, FROM "A" (AGRICULTURAL DISTRICT) TO "B-3" (LOCAL 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 in opposition of the ordinance.

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

*Motion was made by Councilmember Alvarez to approve PH-25-066. Motion was seconded by Councilmember Kendrick. The motion carried unanimously (5-0).*

**PH-25-068** Hold a public hearing and consider an ordinance submitted by Mitchell & Associates, Inc., on behalf of Laron Johnson Sr. & Laron Johnson Jr., (Case# Z25-33) to rezone approximately 0.230 acres, being Lots 10-11, Block 1, Stringer Addition from "B-5" (Business District) to "R-3F" (Multifamily Residential District). The subject properties are locally addressed as 805 and 807 West Avenue I, Killeen, Texas.

The City Secretary Read the caption of the ordinance:

**AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE  
BY CHANGING THE ZONING OF APPROXIMATELY 0.230 ACRES, BEING  
LOTS 10-11, BLOCK 1, STRINGER ADDITION FROM "B-5" (BUSINESS  
DISTRICT) TO "R-3F" (MULTIFAMILY RESIDENTIAL 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 in opposition of the ordinance.

Michael Forning spoke in opposition of the ordinance.

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

*Motion was made by Councilmember Alvarez to approve PH-25-068. Motion was seconded by Councilmember Segarra. The motion carried unanimously (5-0).*

**PH-25-069** Hold a public hearing and consider an ordinance submitted by Clark Associates, on behalf of OG Central Texas Partners, LLC, (Case# Z25-34) to amend the Planned Unit Development (PUD) for approximately 31.005 acres, being Lot 1, Block 1, Final

Plat of 5100 Janelle Phase 1A; Block 1, Final Plat of 5100 Janelle, Phase 2A; Lot 1, Block 1, Final Plat of 5100 Janelle, Phase 2B; and approximately 15.2 acres, out of the Thomas Robinett Survey, Abstract No. 686 and a replat of Lot 1, Block 1, Elms Creek Addition Phase 2. The subject properties are generally located on the south side of Janelle Drive and east of Clear Creek Road (S.H. 201), Killeen, Texas.

The City Secretary Read the caption of the ordinance:

**AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY AMENDING THE PLANNED UNIT DEVELOPMENT FOR APPROXIMATELY 31.005 ACRES, BEING LOT 1, BLOCK 1, FINAL PLAT OF 5100 JANELLE PHASE 1A; BLOCK 1, FINAL PLAT OF 5100 JANELLE, PHASE 2A; LOT 1, BLOCK 1, FINAL PLAT OF 5100 JANELLE, PHASE 2B; AND APPROXIMATELY 15.2 ACRES OUT OF THE THOMAS ROBINETT SURVEY, ABSTRACT NO. 686 AND A REPLAT OF LOT 1, BLOCK 1, ELMS CREEK ADDITION PHASE 2; 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 in opposition of the ordinance.

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

*Motion was made by Councilmember Alvarez to approve PH-25-069. Motion was seconded by Councilmember Solomon. The motion carried unanimously (5-0).*

**PH-25-070** Hold a public hearing and consider an ordinance amending the corporate City limits of the City of Killeen, Texas (DA25-01) by disannexing approximately 126.71 acres of land, including Lots 1 and 2, Block 1 out of Live Oak Acres Addition and the remainder out of the James H. Evitts Survey, Abstract No. 287. The subject property is generally located on the south side of Chaparral Road between East Trimmier Road and F.M. 3481.

The City Secretary Read the caption of the ordinance:

**AN ORDINANCE AMENDING THE CORPORATE CITY LIMITS OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS TO DISANNEX approximately 126.71 acres OF LAND INCLUDING LOTS 1 AND 2, BLOCK 1, OUT OF LIVE OAK ACRES AND THE REMAINDER OUT OF THE JAMES H. EVITTS SURVEY, ABSTRACT NO. 287; DECLARING SAID LAND TO NO LONGER BE A PART OF SAID CITY; DECLARING SAID LAND AND PRESENT AND FUTURE INHABITANTS OF SAID LAND TO NOT BE ENTITLED TO ANY OF THE RIGHTS AND PRIVILEGES OF CITIZENS OF THE CITY AND TO NOT BE BOUND BY THE ACTS AND ORDINANCES OF THE CITY; PROVIDING FOR A**

**SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING 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 in favor of the ordinance.

Michael Fornino spoke in favor of the ordinance.

Halford Dudley spoke in favor of the ordinance.

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

*Motion was made by Councilmember Kendrick to deny PH-25-070, instructing staff to continuing working with the applicant. Motion was seconded by Councilmember Solomon. The motion carried unanimously (5-0).*

**Discussion Item**

**DS-25-053**      Update regarding Anthem Park located on Stan Schlueter/MLK Drive

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.

**Adjournment**

With no further business, upon motion being made by Councilmember Alvarez, seconded by Councilmember Solomon, and unanimously approved, the meeting was adjourned at 6:38 p.m.



# City of Killeen

## Staff Report

File Number: MN-26-002

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Consider Minutes of Regular City Council Meeting of December 2, 2025.

**City of Killeen**  
City Council Meeting  
Killeen City Hall  
December 2, 2025 at 3:00 p.m.

Presiding: Mayor Debbie Nash-King

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

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

Mayor Nash-King gave the invocation. Councilmember Alvarez 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 Solomon. The motion carried unanimously (7-0).*

### Presentations

**PR-25-029** Killeen Star Award

Mayor Nash-King and Mayor Protem Adams recognized Janie Freed for being an outstanding community member.

**PR-25-030** Presentation of Bell County Child Safety Check

Bell County Tax Assessor-Collector, Shay Luedeke, presented a check in the amount of \$185,998.68, which was collected by the County on vehicle registrations to be used for programs designed to enhance child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention; or for programs designed to enhance public safety and security.

### Work Session

Discuss agenda items 3 - 12 for the December 2, 2025 Regular Session

**Citizen Comments on Agenda Items**

Mellisa Brown spoke regarding OR-25-015, OR-25-016, RQ-25-010 and RS-25-186.

Michael Fornino spoke regarding RQ-25-010 and DS-25-055.

**Regular Session**

**Consent Agenda**

**MN-25-029** Consider Minutes of Regular City Council Meeting of November 4, 2025.

**MN-25-030** Consider Minutes of Special City Council Meeting of November 4, 2025.

**RS-25-185** Consider a memorandum/resolution approving the investment reports for the quarter ended September 30, 2025.

**RS-25-186** Consider a memorandum/resolution awarding RFP 25-38, Contract Generator Acquisition-Maintenance Station 4, to The Brandt Companies, LLC, in the amount of \$837,000.00.

**RS-25-187** Consider a memorandum/resolution entering into an Interlocal Agreement with the Hill Country Transit District to provide for a public transportation system.

**RS-25-188** Consider a memorandum/resolution authorizing a professional services agreement with Landscapes Unlimited for the renovation of the golf course irrigation system at Stonetree Golf Club, in the amount of \$2,669,640.29.

**OR-25-015** Consider an ordinance amending Chapters 7, 12, and 31 of the Code of Ordinances by consolidating certain appeals and adjustment boards into a single Board of Adjustment.

The City Secretary read the caption of the ordinance:

**AN ORDINANCE AMENDING CHAPTERS 7, 12, AND 31 OF THE CITY OF KILLEEN  
CODE OF ORDINANCES; REPEALING CERTAIN APPEALS AND  
ADJUSTMENTS BOARDS; CREATING A BOARD OF ADJUSTMENT;  
PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE;  
PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS;  
PROVIDING FOR AN EFFECTIVE DATE.**

**OR-25-016** Consider an ordinance amending Killeen Code of Ordinances Chapter 8, Building and Construction Regulations, and Chapter 11, Fire Prevention and Protection, to adopt the 2024 International Code Council Construction Codes, 2024 International Fire Code, 2023 National Electrical Code, and local amendments to Killeen Code of Ordinances Chapters 8, Building and Construction Regulations and Chapter 11, Fire Code.

The City Secretary read the caption of the ordinance:

**AN ORDINANCE AMENDING CHAPTERS 8 AND 11 OF THE CITY OF KILLEEN CODE OF ORDINANCES; ADOPTING THE 2024 INTERNATIONAL CONSTRUCTIONS CODES, THE 2024 INTERNATIONAL FIRE CODE, AND THE 2023 NATIONAL ELECTRICAL CODE; ADOPTING LOCAL AMENDMENTS TO THESE CODES; TERMINATING RELATED BOARDS AND REASSIGNING DUTIES TO A SINGLE BOARD OF ADJUSTMENT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

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

*Motion was seconded by Councilmember Alvarez. The motion carried unanimously (7-0).*

**Public Hearings**

**PH-25-071** Hold a public hearing and consider an ordinance amending Chapter 18 of the City of Killeen Code of Ordinances by prohibiting the open storage of nuisance vehicles and updating the junk vehicle ordinance.

The City Secretary read the caption of the ordinance:

**AN ORDINANCE AMENDING CHAPTER 18 OF THE CITY OF KILLEEN CODE OF ORDINANCES; MAKING THE OPEN STORAGE OF NUISANCE VEHICLES UNLAWFUL; PROVIDING A PENALTY; 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 and Director of Code Enforcement, Jerry Millard, were available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition to the ordinance.

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

*Motion was made by Councilmember Alvarez to approve PH-25-071. Motion was seconded by Councilmember Solomon. The motion carried unanimously (7-0).*

**PH-25-072** Hold a public hearing and consider an ordinance submitted by Cecilia Leon, on behalf of Tong Min and Claudia Lizeth Kim, (Case# Z25-35) to rezone part of Lot 1, Block 11 out of the Killeen Original Addition from "B-5" (Business District) with "HOD" (Historic Overlay District) to "B-C-1" (General Business and Alcohol Sales District) with "HOD" (Historic Overlay District). The subject property is locally addressed as 301 East Avenue D, Killeen, Texas.

The City Secretary read the caption of the ordinance:

**AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY  
CHANGING THE ZONING OF APPROXIMATELY PART OF LOT 1, BLOCK 11  
OUT OF THE KILLEEN ORIGINAL ADDITION FROM "B-5" (BUSINESS  
DISTRICT) WITH "HOD" (HISTORIC OVERLAY DISTRICT) TO "B-C-1"  
(GENERAL BUSINESS AND ALCOHOL SALES DISTRICT) WITH "HOD"  
(HISTORIC OVERLAY 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 in opposition to the ordinance.

Michael Fornino spoke regarding the ordinance.

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

*Motion was made by Mayor Protem Adams to approve PH-25-072. Motion was seconded by Councilmember Kendrick. The motion carried unanimously (7-0).*

**Discussion Item**

**DS-25-054** Receive Quarterly Financial Report

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

**Councilmember Requests for Future Agenda Items**

**RQ-25-010** Killeen Children's Museum and Immersion Center Initiative

Councilmember Gonzalez presented this item to Council for consideration.

*Motion of direction was made by Councilmember Solomon to approve RQ-25-010 as a future agenda item. Motion was seconded by Mayor Protem Adams. The Motion carried unanimously (7-0).*

**RQ-25-011** Original Fire Station #1 (Avenue D Fire Station) Request for Proposal  
(RFP)

Councilmember Alvarez presented this item to Council for consideration.

*Motion of direction was made by Councilmember Gonzalez to approve RQ-25-011 as a future agenda item. Motion was seconded by Mayor Protem Adams. The Motion carried unanimously (7-0).*

### **Executive Session**

**DS-25-055**      Conduct Annual Evaluation of the City Manager

At 4:50 p.m., Mayor Nash King called for City Council to recess the meeting into Executive Session.

Per V.T.C.A., Government Code Section 551.074 - Personnel Matters, the City Council will conduct a City Manager annual evaluation. Public discussion of this matter would not be in the best interest of the city.

At 5:32 p.m., Mayor Nash King reconvened the City Council meeting into Regular Session.

*Councilmember Cobb did not return to the meeting after the Executive Session concluded.*

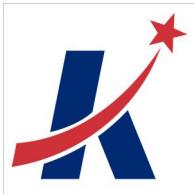
### **Resolutions**

**RS-25-189**      Consider a memorandum/resolution confirming the City Manager's annual evaluation and consideration for an adjustment to pay.

*Motion was made by Councilmember Segarra to approve RS-25-189 and to provide the City Manager with a three percent (3%) cost of living increase. Motion was seconded by Councilmember Gonzalez. The motion carried unanimously (6-0).*

### **Adjournment**

With no further business, upon motion being made by Mayor Protem Adams, seconded by Councilmember Solomon, and unanimously approved, the meeting was adjourned at 5:36 p.m.



# City of Killeen

## Staff Report

File Number: MN-26-003

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Consider Minutes of Special City Council Meeting of December 2, 2025.

### **City of Killeen**

Special City Council Meeting  
Killeen City Hall  
December 2, 2025 at 5:38 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Riakos Adams, Councilmembers Anthony Kendrick, Jose Segarra, Joseph Solomon, Ramon Alvarez and Jessica Gonzalez

Absent: Councilmember Nina Cobb

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

### **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).*

### **Public Hearings**

**PH-25-073** Hold a public hearing and inform the public of a comment period from December 8, 2025 through January 6, 2026, to receive citizen participation and comments regarding Substantial Amendment to the 2025-2026 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 to the amendment.

Leo Gukeisen spoke in opposition to the amendment.

Michael Fornino spoke in opposition to the amendment.

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

*No action was taken on this item.*

**PH-25-074**

Hold a public hearing and inform the public of a comment period from December 8 - 22, 2025, to receive citizen participation and comments regarding the Consolidated Annual Performance and Evaluation Report for Program Year 2024-2025.

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 to the report.

Michael Fornino spoke in opposition to the report.

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 Solomon, and unanimously approved, the meeting was adjourned at 6:04 p.m.



# City of Killeen

## Staff Report

File Number: RS-26-001

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Consider a memorandum/resolution authorizing the purchase of library books from Ingram Library Services through the TXSMARTBUY cooperative purchasing program for Fiscal Year 2026, in the amount of \$155,000.00.

**DATE:** **January 6, 2026**

**TO:** **Kent Cagle, City Manager**

**FROM:** **Tiffanie McNair, Executive Director of Community Development**

**SUBJECT:** **Purchase of Library Books from Ingram Library Services Through the TXSMARTBUY Contract Program**

### **BACKGROUND AND FINDINGS:**

Ingram Library Services is one of nine vendors providing books through the State of Texas TXSMARTBUY cooperative purchasing program. Ingram offers the deepest discounts on five of the six categories that comprise most of the library's materials purchases. Although Brodart offers a higher discount than Ingram on adult paperbacks, the difference is offset by Ingram's lower cost for the catalog record.

The current State Contract went into effect on November 1, 2025, for a one-year term with the option for annual renewals for an additional four years.

The Library Services Division seeks approval to purchase approximately 6,750 books from Ingram Library Services in the amount of \$155,000 for Fiscal Year 2025-2026.

### **THE ALTERNATIVES CONSIDERED:**

N/A

### **Which alternative is recommended? Why?**

N/A

### **CONFORMITY TO CITY POLICY:**

This purchase will be made through State of Texas, TXSMARTBUY, Contract #715-M2. 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?**

For fiscal year 2025-2026, the expenditure is \$155,000.

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

This is a recurring expenditure. Future purchases are dependent on budget approval and Library Services' needs for materials.

**Is this revenue/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 revenue/expenditure?**

Yes, sufficient funds are budgeted in the General Fund, Capital Outlay-Library Books account 100-56600-500-505-000000.

**RECOMMENDATION:**

City Staff recommends that the City Council authorize the purchase of books from Ingram Library Services through TXSMARTBUY Contract #715-M2 in the amount of \$155,000 for FY 2025-2026 and authorize the City Manager or his designee to execute any and all changes within the amounts set by State and Local Law.

**DEPARTMENTAL CLEARANCES:**

Community Development

Purchasing

Finance

City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Vendor Comparison Matrix

Contract

Certificate of Interested Parties

Presentation



VENDOR COMPARISONS FOR STATE  
CONTRACT #715-M2

Discounts on Publisher Prices

Vendor	Adult Trade, Hardbound	Adult Trade, Paperback	Juv. Trade, Hardbound	Juv. Trade, Paperback	Non-trade/ Univ. Press	Pre-Bound Hardback
Barnes & Noble <sup>1</sup>	0-35%	0-35%	0-35%	0-35%	0-35%	0-35%
Brodart	46%	40.0%	46%	40%	12%	10%
Children's Plus dba Librairia	25%	25%	25%	25%	5%	20%
Ingram Library Services	46.5	20%	46.5%	40%	20%	30%
Lerner Publishing Group	N/A	N/A	10%	10%	25%	25%
Midwest Tape	N/A	N/A	N/A	N/A	N/A	N/A
Midwest Library Services <sup>2</sup>	20-33%	7-10%	Net-33%	Net-10%	Net-15%	Net-10%
Penworthy Co.	N/A	N/A	0%	N/A	0%	0%
Helzbert-New Method dba Perma-Bound	0%	0%	0%	0%	0%	0%

<sup>1</sup>Barnes & Noble offers a tiered discount based on the purchase amount: 20% on purchases up to \$1,000, 30% on purchases from \$1,000 to \$5,000, and 35% on purchase over \$5,000.

<sup>2</sup>Midwest Library Services applies a service charge for any items that require them to prepay the publisher. The minimum service charge is \$8.00, with a maximum of \$50 based on the seller's handling fees.



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(/)

## Contract Details: # 715-M2

<b>Number</b>	715-M2
<b>Description</b>	Publications, Audiovisual Materials, Books, Textbooks and Ancillary Services
<b>Category</b>	Managed
<b>Type</b>	Term
<b>Start Date</b>	11/1/2025
<b>End Date</b>	10/31/2026
<b>Purchase Category Code (Agencies Only)</b>	PCC C
<b>Optional Renewal Terms</b>	November 1, 2026, through October 31, 2027 November 1, 2027, through October 31, 2028 November 1, 2028, through October 31, 2029 November 1, 2029, up to one (1) additional year
<b>Purchase Orders</b>	Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member. Note: This contract contains line items that may be available through multiple contractors. Agencies should document its best value determination when selecting other than the lowest-priced contractor.

<b>NIGP Codes(s)</b>	52520 ; 52540 ; 71504 ; 71505 ; 71546 ; 71555 ; 95610
<b>CPA Contract Management</b>	<p>Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to:</p> <p>TPASS Contract Management Office (TCMO) Texas Comptroller of Public Accounts (CPA) Fax: (512) 936-0040 Email: <a href="mailto:tpass_cmo@cpa.state.tx.us">tpass_cmo@cpa.state.tx.us</a> ()"</p>

**Contract Items and Pricing**

**Customers should contact the applicable company representative in order to set up an account.**

**715-M2 Library Publications Lerner Publishing Group Price Sheet** ([https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2\\_Library Publications Lerner Publishing Group.pdf](https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2_Library Publications Lerner Publishing Group.pdf))

**715-M2 Library Publications The Penworthy Company Price Sheet** (<https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications The Penworthy Company.pdf>)

**715-M2 Library Publications Midwest Tape LLC.** (<https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Midwest Tape LLC.pdf>)

**715-M2 Library Publications Ingram Library Service Price Sheet** (<https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Ingram Library Service.pdf>)

**715-M2 Library Publications H-NM dba Perma-Bound Books Price Sheet** (<https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications H-NM dba Perma-Bound Books.pdf>)

**715-M2 Library Publications Brodart Co. Price Sheet** (<https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Brodart Co.pdf>)

Co..pdf)

	<p><b>715-M2 Library Publications Barnes&amp;Nobl Price Sheet</b> (<a href="https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Barnes&amp;Noble.pdf">https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Barnes&amp;Noble.pdf</a>)</p> <p><b>715-M2 Library Publications Children's Plus, Inc. DBA Libraria Price Sheet</b> (<a href="https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Children's Plus, Inc. DBA Libraria.pdf">https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Children's Plus, Inc. DBA Libraria.pdf</a>)</p> <p><b>715-M2 Library Publications Midwest Library Service.pdf Price Sheet</b> (<a href="https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Midwest Library Service.pdf">https://www.txsmartbuy.com/SSP Applications/NetSuite Inc. - Shopping/Custom ShopFlow/Documents/Contract Attachments/715M2 Library Publications Midwest Library Service.pdf</a>)</p>
<b>Adding New Products to the Contract</b>	Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Requisition ( <a href="https://comptroller.texas.gov/purchasing/forms/">https://comptroller.texas.gov/purchasing/forms/</a> ) to the Statewide Contract Development section at <a href="mailto:open.market@cpa.texas.gov">open.market@cpa.texas.gov</a> ( <a href="mailto:open.market@cpa.texas.gov">mailto:open.market@cpa.texas.gov</a> ).
<b>Delivery Delays by Contractor</b>	If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order. Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State's Centralized Master Bidders List (CMBL).

<b>Compliant Products by Contractor</b>	<p>Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery.</p> <p>Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.</p>
<b>Purchase Order Cancellations</b>	<p>Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member.</p>
<b>Restocking Fee</b>	<p>The Customer may request that a Contractor accept return of products already delivered. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10% for contractors.</p>
<b>Substitutions</b>	<p>During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager of the substitution before making delivery.</p>

<b>Contract Performance</b>	<p>The Statewide Procurement Division Contract Management Office (SCMO), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of \$25,000 or more from contracts administered by CPA, or any other purchase of \$25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under \$25,000.</p> <p>Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM. (<a href="https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/">https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/</a>)</p> <p>The purpose of the Vendor Performance Tracking System is to:</p> <ul style="list-style-type: none"> <li>• Identify vendors that have exceptional performance</li> <li>• Aid purchasers in making a best value determination based on vendor past performance</li> <li>• Protect the state from vendors with unethical business practices</li> <li>• Track vendor performance for delegated and exempt purchases</li> </ul>
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## Contractors

**Contractor VID:** 11340303897

**Contractor:** Barnes & Noble Booksellers, Inc.

**Contact Name:** Brian Shapurias

**Email:** businessdevelopmentbids@bn.com

**Phone:** (212) 414-6004

**Alternate Contact Name:** Mary Wilson

**Alternate Email:** mwilson1@bn.com

**Alternate Phone:** (212) 313-6300

**Address:** 33 E. 17th Street New York, NY 10003

**Contractor VID:** 12322487583

**Contractor:** Brodart Co.

**Contact Name:** Beth Blazina

**Email:** beth.blazina@brodart.com

**Phone:** (800) 233-8467

**Alternate Contact Name:** Brendae Keith

**Alternate Email:** brendae.keith@brodart.com

**Alternate Phone:** (800) 233-8467

**Address:** 500 Arch Street Williamsport PA 17701-7809

**Contractor VID:** 13640789668

**Contractor:** Children's Plus, Inc. dba Libraria

**Contact Name:** Ansley R Walsh

**Email:** Bid@libraria.com

**Phone:** (800) 230-1279

**Alternate Contact Name:** Mike Beechin

**Alternate Email:** mikeb@libraria.com

**Alternate Phone:** (800) 230-1279

**Address:** PO Box 847 Beecher, IL 60401

**Contractor VID:** 13710017263

**Contractor:** Hertzberg-New Method, Inc. dba Perma-Bound Books

**Contact Name:** Debra Northcutt

**Email:** debn@perma-bound.com

**Phone:** (800) 637-6581 x 187

**Alternate Contact Name:** Alan Johnston

**Alternate Email:** alanjohnston@perma-bound.com

**Alternate Phone:** (254) 366-2745

**Address:** 617 E. Vandalia Road Jacksonville, IL 62650

**Contractor VID:** 16217466966

**Contractor:** Ingram Library Services LLC

**Contact Name:** Karen Peck

**Email:** Karen.Peck@ingramcontent.com

**Phone:** (214) 952-6310

**Alternate Contact Name:** Kate Collingwood

**Alternate Email:** Kate.Collingwood@ingramcontent.com

**Alternate Phone:** (615) 213-5736

**Address:** One Ingram Blvd La Vergne TN 37086-1986

**Contractor VID:** 14108338998

**Contractor:** Lerner Publishing Group, Inc.

**Contact Name:** Brad D. Richason

**Email:** brichason@lernerbooks.com

**Phone:** (800) 328-4929

**Alternate Contact Name:** Mindy Ondich

**Alternate Email:** mondich@lernerbooks.com

**Alternate Phone:** (800) 328-4929

**Address:** 241 1st Ave North Minneapolis, MN 55401

**Contractor VID:** 14308345058

**Contractor:** Midwest Library Service, Inc.

**Contact Name:** Trish Banta

**Email:** banta@midwestls.com

**Phone:** (800) 325-8833

**Address:** 11443 Saint Charles Rock Rd Bridgeton MO 63044-2724

**Contractor VID:** 13714996868

**Contractor:** Midwest Tape, LLC

**Contact Name:** Nate Keeton

**Email:** nkeeton@midwesttape.com

**Phone:** (800) 875-2785

**Alternate Contact Name:** Janet Timm

**Alternate Email:** nkeetin@midwesttape.com

**Alternate Phone:** (800) 875-2785

**Address:** PO Box 820 Holland OH 43528

**Contractor VID:** 18120431426

**Contractor:** The Penworthy Company, LLC

**Contact Name:** Nicolette Finocchiaro

**Email:** nicolette.finocchiaro@penworthy.com

**Phone:** (414) 921-1506

**Alternate Contact Name:** Customer Service

**Alternate Email:** customerservice@penworthy.com

**Alternate Phone:** (800) 262-2665 x0

**Address:** 219 N. Milwaukee Street, Ste. #400 Milwaukee, WI 53202



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## Policies

Privacy and Security Policy

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Accessibility Policy

[\(https://comptroller.texas.gov/about/policies/accessibility/\)](https://comptroller.texas.gov/about/policies/accessibility/)

Link Policy

[\(https://comptroller.texas.gov/about/policies/links/\)](https://comptroller.texas.gov/about/policies/links/)

## Other State Sites

Texas.gov (<https://texas.gov>)

Texas Records and Information

Locator(TRAIL)

<https://tinyurl.com/yslslw>

State Link Policy

<https://dir.texas.gov/resource-library->

Search from the Texas State Library  
(<https://www.tsl.texas.gov/trail/index.html>)

Texas Homeland Security  
(<https://www.dhs.gov/see-something-say-something/reporting/texas>)

Public Information Act  
(<https://comptroller.texas.gov/about/policies/open-records/public-information-act.php>)

Texas Secretary of State  
(<https://www.sos.state.tx.us/>)

HB 855

item/state-website-linking-privacy-policy)

Texas Veterans Portal  
(<https://veterans.portal.texas.gov>)

## 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:**  
2025-1392574

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

Ingram Library Services LLC  
LaVergne, TN United States

**Date Filed:**

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

**Date Acknowledgment:**

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.

715-M2

## Publications, Audiovisual Materials, Books and Cataloging Services (Prepared Materials Only)

**5 Check only if there is NO Interested Party.**

X

## 6 UNSWORN DECLARATION

My name is Annie Bice, Mgr, Contracts and Sales Analysis, and my date of birth is 9/21/25.

My address is One Ingram Blvd., La Vergne, TN, 37086, USA.  
(city) (state) (zip code) (country)

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

Executed in Rutherford County, State of Tennessee, on the 21 day of November, 25.  
(month) (year)

Carolynn Morris

Signature of authorized agent of contracting business entity  
(Declarant)



# **PURCHASE OF LIBRARY BOOKS THROUGH TXSMARTBUY CONTRACT**

RS-26-001

January 6, 2026

# Background

2

- The State of Texas approved TXSMARTBUY contracts with 9 vendors for library books in 2025.
- Ingram Library Services' contract offers the highest discounts in 5 of the 6 categories of library materials most frequently used by the Killeen library.
- Although one (1) vendor offers higher discounts on paperback books, the difference is offset by Ingram's lower cost for the catalog record.

# Vendor Discounts Offered

Vendor	Adult Trade, Hardbound	Adult Trade, Paperback	Juv. Trade, Hardbound	Juv. Trade, Paperback	Non-trade/ Univ. Press	Pre-Bound Hardback
Ingram Library Services	46.5	20%	46.5%	40%	20%	30%
Brodart	46%	40.0%	46%	40%	12%	10%
Children's Plus dba Librairie	25%	25%	25%	25%	5%	20%
Barnes & Noble <sup>1</sup>	0-35%	0-35%	0-35%	0-35%	0-35%	0-35%
Midwest Library Services <sup>2</sup>	20-33%	7-10%	Net- 33%	Net- 10%	Net- 15%	Net-10%
Helzbert-New Method dba Perma-Bound	0%	0%	0%	0%	0%	0%
Lerner Publishing Group	N/A	N/A	10%	10%	25%	25%
Penworthy Co.	N/A	N/A	0%	N/A	0%	0%
Midwest Tape	N/A	N/A	N/A	N/A	N/A	N/A

# Alternatives

4

- Choose a different company offering a lower discount from the list of approved TXSMARTBUY vendors for library materials.
- Approve purchase of library materials from Ingram Library Services through the TXSMARTBUY program due to the higher discounts offered.

# Recommendation

5

- Recommend City Council authorize purchase of library books through Ingram Library Services for the duration of the current TXSMARTBUY contract in the amount of \$155,000 in FY 2026.



# City of Killeen

## Staff Report

File Number: RS-26-002

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Consider a memorandum/resolution authorizing the purchase of maintenance and repairs of HVAC equipment through The Brandt Companies for Fiscal Year 2026, in amount of \$272,759.00.

**DATE:** January 6, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Judith Tangalin, Executive Director of Finance

**SUBJECT:** HVAC Maintenance and Repair

### **BACKGROUND AND FINDINGS:**

The City has an inventory of approximately 400 heating, ventilation, and air condition (HVAC) units that vary in complexity, size, and type. Building Services uses HVAC vendors to assist in the maintenance and repair of the City's HVAC units with a budget of \$351,855.00. The Brandt Companies, LLC is used for maintenance and repair of large complex chillers and boiler units. Repair and maintenance services are contracted through the Texas BuyBoard purchasing cooperative, contract #720-23 and #733-24. In addition, Building Services uses The Brandt Companies, LLC to service all units within the Police Department buildings. Building Services on behalf of the Police Department contracts with The Brandt Companies, LLC for maintenance and inspection services on a two-year term. The maintenance and inspection agreement with Brandt for the Police Department is \$51,720.88 (\$25,860.44 annually) and was entered into December 2025.

The total estimated HVAC maintenance and repair expenses with The Brandt Companies, LLC \$272,759 which includes the Police Department's maintenance and inspection agreement.

Maintenance and repair of smaller HVAC units will be procured based off of the three (3) quote process.

### **THE ALTERNATIVES CONSIDERED:**

N/A

### **Which alternative is recommended? Why?**

N/A

### **CONFORMITY TO CITY POLICY:**

Yes, purchases made through a cooperative contract are exempt from the competitive bidding

process as stated in Texas Local Government Code 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 goods or services.

**FINANCIAL IMPACT:**

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

The estimated annual expenses for The Brandt Companies in Fiscal Year 2026 is a total of \$272,759.00 which includes the Police Department annual maintenance and inspection agreement in the amount of \$25,860.44. HVAC repair and maintenance expenses for future years are expected to be similar.

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

Recurring expenditure

**Is this revenue/expenditure budgeted?**

Yes, funds are available within in each department's budget in building repair and maintenance account, 53110.

**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 authorize the City Manager or his designee to authorize the purchase of HVAC maintenance and repair services through The Brandt Companies, LLC in an amount of \$272,759 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:**

Community Development  
Finance  
Legal  
Police Department

**ATTACHED SUPPORTING DOCUMENTS:**

BuyBoard Information Summary

Contract Verification Form  
Certificate of Interested Parties  
Presentation



# Vendor Contract Information Summary

Vendor	The Brandt Companies LLC
Contact	Johnie Christ
Phone	512-364-2579
Email	johnie.christ@brandt.us
Vendor Website	www.brandt.us
TIN	37-1652957
Address Line 1	19001 N. Heatherwide Blvd., Suite 120
Vendor City	Pflugerville
Vendor Zip	78660
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 60
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	Arkansas, Louisiana, Oklahoma, Texas
Contract Name	HVAC Equipment, Supplies, and Installation of HVAC Equipment
Contract No.	720-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes



## 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. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or 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.
- 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 against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.
- Texas Government Code, Chapter 2276 – 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 Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

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.

Scott Morgan  
Signature

Digital signature by Scott Morgan  
DN: cn=Scott Morgan, o=tbc, c=US, o=The Brandt Companies, LLC,  
o=Brandt Companies, LLC, o=Brandt Companies, LLC  
email=mcott.morgan@brandtus.com  
Reason: I attest to the accuracy and integrity of this document  
Date: 2025-10-27 11:50:04 -05'00'

Scott Morgan  
Printed Name

10/23/2025  
Date

The Brandt Companies, LLC  
Company Name

NTX Service Sales Manager  
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:**  
2025-1380742

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

The Brandt Companies, LLC  
Waco, 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

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.

## Brandt FY26 Forms

### Mechanical, Electrical and Plumbing Service

**5 Check only if there is NO Interested Party.**

X

## 6 UNSWORN DECLARATION

My name is Lisa Ainsworth, and my date of birth is 04/03/1972

My address is 3904 Travis Blvd., Mansfield, TX, 76063, USA.  
(city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 23 day of Oct, 2025.  
(month) (year)

Lisa  
Ainsworth

Digitally signed by Lisa Ainsworth  
DN: cn=Lisa Ainsworth, c=US, o=The Brandt  
Companies, LLC, ou=Service Sales  
Manager, email=lisa.ainsworth@brandt.us  
Reason: I attest to the accuracy and integrity  
of this document  
Date: 2023-10-23 11:10:36 -05'00'

Signature of authorized agent of contracting business entity  
(Declarant)



# HVAC REPAIRS AND MAINTENANCE FOR FY2026

RS-26-002

January 6, 2026

# Background

2

- Building Services uses HVAC companies to perform necessary repairs and maintenance on existing HVAC units
- Building Services uses HVAC vendors to assist with maintenance and repair of units with a budget of \$351,855.00
- The Brandt Companies, LLC is frequently used for maintenance and repair of large complex units at the Police Department and other City facilities
  - The Police Department has two-year agreement with The Brandt Companies, LLC for annual maintenance and inspection, effective December 2025
  - Pricing available through BuyBoard

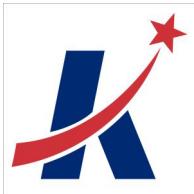
# Cost

3

- Estimated expenses total of \$272,759 in HVAC maintenance and repairs in FY26 from the Brandt Companies
  - Includes \$25,860.44 for the Police Department annual maintenance and inspection agreement

# Recommendation

City Council authorize the City Manager or his designee to authorize the purchase of HVAC maintenance and repair services through The Brandt Companies, LLC in an amount of \$272,759 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-26-003

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Consider a memorandum/resolution awarding Bid Number 26-02, for the Original Airline Terminal Demolition Project at Skylark Field Airport, to R & L Global Inc., in the amount of \$168,750.00.

**DATE:** **January 6, 2026**

**TO:** **Kent Cagle, City Manager**

**FROM:** **Mike Wilson, Executive Director of Aviation**

**SUBJECT:** **Award Bid No. 26-02 Original Airline Terminal Demolition Project at  
Skylark Field Airport**

### **BACKGROUND AND FINDINGS:**

The original airline terminal building at Skylark Field is approximately 65 years old and has been mostly vacant for about 48 years. The building has long surpassed its useful life, and due to its overall condition, can no longer be safely occupied.

The Skylark Field Master Plan, that was approved in October 2016, calls for the demolition of the building to make way for future aviation related development. Demolition of the building would allow the Aviation department to pursue development of the existing land on and around the building.

The funding for this project will come from the Aviation Capital Improvement Plan (CIP) fund.

The Terminal Demolition project was advertised on October 26 & November 02, 2025. Advertising appeared in the local newspaper as well as the City's website. Additionally, it was advertised in multiple statewide electronic bidding sites.

Bids were opened on November 20, 2025, and the City of Killeen received seven bids as follows:

<b><u>Vendor</u></b>	<b><u>Bid Amount</u></b>
GCS Contracting, LLC	\$254,000
HCS Construction	\$408,800
Poole Construction, Inc.	\$355,875
R & L Global, Inc.	\$168,750
Rise Up Construction, LLC	\$306,000
Seneca Construction Management	\$389,300
Synergy Commercial Construction	\$299,950

A thorough review of each bid package was completed by the Aviation Staff. R & L Global Inc. was

the lowest responsive and responsible bidder. Therefore, the staff's recommendation is to award the contract to R & L Global, Inc. in the amount of \$168,750.

**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?**

The expenditure is \$168,750.

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

One-time

**Is this revenue/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 revenue/expenditure?**

Funds are available in Aviation CIP fund account 340-55200-900-600-925030 Refuse Disposal Costs.

**RECOMMENDATION:**

Staff recommends that the City Council authorize the award of Bid Number 26-02 for the Original Airline Terminal Demolition Project to R & L Global, Inc., in the amount of \$168,750 and recommends that the City Council authorize the City Manager, or designee, to execute all contract documents and any and all change orders or actions within the amounts set by state and local law.

**DEPARTMENTAL CLEARANCES:**

Finance

Legal  
Purchasing

**ATTACHED SUPPORTING DOCUMENTS:**

Bid Proposal  
Bid Tab  
Contract  
Certificate of Interested Parties  
Presentation



City of Killeen  
Purchasing  
Sophonia Price, Director of Procurement  
802 N 2nd St, Killeen, TX 76541

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## [R&L GLOBAL INC] RESPONSE DOCUMENT REPORT

BID No. 26-02

60s Terminal Demolition

RESPONSE DEADLINE: November 20, 2025 at 2:00 pm

Report Generated: Friday, November 21, 2025

### R&L Global Inc Response

#### CONTACT INFORMATION

**Company:**

R&L Global Inc

**Email:**

[info@rlglobalinc.com](mailto:info@rlglobalinc.com)

**Contact:**

Valerio Longoria

**Address:**

3527 Mansfield  
Houston, TX 77091

**Phone:**

N/A

**Website:**

<https://rlglobalinc.com/>

**Submission Date:**

Nov 20, 2025 10:22 AM (Central Time)

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Nov 19, 2025 4:39 PM by Mack Bowie*

Addendum #2

*Confirmed Nov 19, 2025 4:39 PM by Mack Bowie*

## QUESTIONNAIRE

### 1. Conflict of Interest Questionnaire (Form CIQ)\*

If awarded, vendor must submit the Conflict of Interest Questionnaire form to requesting City of Killeen Department. Form can be found at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

In part, Texas Government Code Section 176.006 requires the CIQ be submitted within 7 business days after contract discussions or negotiations.

Please confirm that you will download, complete, and submit Conflict of Interest Questionnaire immediately upon request by City of Killeen.

Confirmed

### 2. References\*

Contractors shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

Please download the below documents, complete, and upload.

- [References.pdf](#)

References-RL\_GLOBAL\_INC.pdf

**3. Certificate of Interested Parties (Form 1295)\***

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful contractors shall electronically submit the form at the following website: <https://prd.tecprd.ethicsefile.com/File> and provide the City with a certified copy submitted within 7 business days after contract discussions or negotiations.

Please confirm that you will download, complete, and submit Certificate of Interested Parties (Form 1295) immediately upon request by City of Killeen .

Confirmed

**4. Acknowledgement – "Boycott Israel"**

By submitting this proposal the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or 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.

Confirmed

**5. Acknowledgement – "Boycott Energy Companies"**

By submitting this proposal the vendor hereby verifies 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 Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

**6. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”\***

By submitting this proposal the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

**7. Antitrust Law Certification\***

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

**8. Acknowledgement - Community Development Block Grant (CDBG)\***

Projects may be funded in whole or in part by the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) or Home Investment Partnerships Act (HOME Program) and may be subject to submittal of certified payroll documentation as required by HUD funded construction projects to the extent required by Davis-Bacon and Related Acts (DBRA); confirmation of eligibility for participation through the Excluded Parties Listing System (EPLS) - System for Award Management (SAM.gov) or the Texas Debarred Vendor List.

Confirmed

**9. Litigation Disclosure\***

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

**10. Has the owner(s) of the company been convicted of a crime within the past 10 years?\***

No

**11. Has the company been in bankruptcy, reorganization, or receivership in the last 5 years?\***

No

**12. Has the company provided continuous services as requested in this solicitation and operated in this capacity for two (2) years without interruption? \***

Yes

**13. Has the company been disqualified, debarred, suspended, or on any excluded parties list (as maintained by the General Services Administration) by any public agency, including the Federal Government, from participation in public contracts?\***

No

**14. Does any City of Killeen employee or official have any financial or other interest in your company?\***

No

**15. Can service be accomplished as specified in the specifications?\***

Yes

**16. When can service commence after award (number of days)?\***

5

**17. Point of contact to resolve issues (delivery or invoice):\***

Please provide the name, title, address, email, and phone number of contact.

**Valerio Longoria**

**Operations Manager**

**Cell: 713-201-6675 | Office: 713-686-**

**8899**

**Fax: 713-686-8338 | 24/7: 1-844-RL1-**

**STOP**

**E-Mail: [valerio@rlglobalinc.com](mailto:valerio@rlglobalinc.com)**

**18. Cooperative Governmental Purchasing Notice\***

Other governmental entities maintain interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this request from the successful contractor. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful contractor and be responsible for ensuring full compliance with the request specifications. Prior to other governmental entities placing orders, the City will notify the successful contractor of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

No

**19. Copyrighted Material\***

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

**20. If your proposal contains confidential information identify where it is located.**

Where in your proposal is the confidential information? Please be specific.

N/A

**21. Does contractor maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?\***

Answer YES or

If your answer is NO, then please describe the differences here.

YES

**22. Indicate the company's first year of business operation:\***

2007

**23. Insurance Broker Information\***

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

koch insurance group  
GRACIE GOMEZ  
281-417-3000  
ggomez@kochig.com

**24. Are there claims that are pending against this insurance policy?\***

Answer No or

If yes, please describe:

NO

**25. List the most recent sales that you have with other public agencies, if any, and/or other customers (up to five) regarding a said materials / project:\***

N/A

**26. Emergency Business Service Contact Notice\***

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to [sprice@killeentexas.gov](mailto:sprice@killeentexas.gov)

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms, and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

Please download the below documents, complete, and upload.

- Emergency Business Service ...

Emergency\_Business\_Service\_Contact\_Note-RL\_GLOBAL\_INC.pdf

**27. Proposal Documents\***

Please Upload your COMPLETE Proposal here.

ILE\_60s\_Terminal\_Demolition\_-\_R&L\_GLOBAL\_INC.pdf  
CIQ.pdf

## REFERENCES

Please provide three references:

### Reference No. 1

Company Name PMR Healthcare/RICK GARCIA  
Address \_\_\_\_\_  
Type of Business HEALTHCARE  
Contact Person RICK GARCIA  
Email Address Rick.Garcia@pmr-healthcare.com  
Telephone and Fax #'s 469-774-0961  
Date and Type of Service(s) Provided RENOVATION

### Reference No. 2

Company Name Abbey Residential Services Inc  
Address \_\_\_\_\_  
Type of Business REAL ESTATE  
Contact Person AMANDA WEBBER  
Email Address capitaladmin@abbeyresidential.com  
Telephone and Fax #'s 281-752-7323  
Date and Type of Service(s) Provided REMODELING

### Reference No. 3

Company Name NMG Workspace Solutions LLC  
Address \_\_\_\_\_  
Type of Business CONSTRUCTION GC  
Contact Person TINA SCHOGGINS  
Email Address tschoggins@nmg.us.com  
Telephone and Fax #'s 281-414-7129  
Date and Type of Service(s) Provided RENOVATION

## **Emergency Business Service Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to [lluciano@killeentexas.gov](mailto:lluciano@killeentexas.gov)

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms, and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hour's emergency opening of the business listed below.

Business Name: R&L GLOBAL INC

Contract #: \_\_\_\_\_

Description: 60s Terminal Demolition

Primary Contact (Name): Laura Romero

Primary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: (713) 204-1760

Secondary Contact (Name): Ricardo Romero

Secondary Contact Phone Numbers: Home: \_\_\_\_\_ Cell: (713) 437-0936

After Hours emergency opening fee, if applicable: \$ \_\_\_\_\_

**Skylark Field Airport**  
**60s Terminal Demolition**

**00 22 13 BIDDER'S CHECKLIST OF REQUIRED ITEMS**

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the Bid submission. All forms must be included as indicated for a Bid to be considered a complete, responsive Bid. Appropriate signatures and date are required on each document. If an item is missing, the Bid may be declared unresponsive and therefore rejected as further set forth in the Instructions to Bidders. This sheet will serve as the cover sheet for the Bid submission.

	<b>Completed*</b>	<b>Spec. Section</b>
Acknowledgement of All Addenda	<input checked="" type="checkbox"/>	00 41 00
Bid contains the following forms:		
1. Bid Form/Proposal	<input checked="" type="checkbox"/>	00 41 00
2. Bid Bond	<input checked="" type="checkbox"/>	00 43 13
3. List of Proposed Subcontractors	<input checked="" type="checkbox"/>	00 43 36
4. Qualifications Statement	<input checked="" type="checkbox"/>	00 45 13
5. General Terms and Conditions Acknowledgement**	<input checked="" type="checkbox"/>	GTC-8
6. Contract Verification**	<input checked="" type="checkbox"/>	GTC-9
7. Conflict of Interest Questionnaire	<input checked="" type="checkbox"/>	CIQ-1
*Check when filled out, signed, and included with submission of bid packet.		
**At end of City General Terms and Conditions		

**Within three (3) days after Bid Opening:**

Bidder acknowledges to provide within three (3) days after Bid Opening (Low Bidder Only):

1. Bidder's Qualifications of Subcontractor (if requested)
2. Bidder's Safety Records (if requested)

**Prior to Notice of Award (as requested):**

1. Section 00 52 00, Agreement (all pages and supporting documents)
2. Completed Certificates of Insurance
3. Completed Certificate of Interested Parties (1295 Form)

**Within fifteen (15) days after Notice of Award (if not already requested):**

Bidder acknowledges that within fifteen (15) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the Contract:

1. Section 00 52 00, Agreement (all pages and supporting documents)
2. Section 00 61 13, Performance Bond
3. Section 00 61 16, Payment Bond
4. Completed Certificates of Insurance

**Prior to Construction (Awarded Contractor):**

1. Construction Schedule - before preconstruction conference

City of Killeen Bid No. 26-02

Issued for Bid

00 22 13-1

Garver Project No. A06-2501584

**Skylark Field Airport**  
**60s Terminal Demolition**

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Seal (if incorporated)

Bidder Name: R&L GLOBAL INC

Address: 3527 Mansfield St

City, State, Zip Code: Houston TX 77091

Contractor Number: 713-686-8899

Contact Name: Laura Romero

Title: President

Contact Number: 713-686-8899

Contact Email: info@rlglobalinc.com

Signature of Authorized Agent for Bidder:

Date: 11/15/2025



**Form 201**

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709

Filing Fee: \$300


**Certificate of Formation  
For-Profit Corporation**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 803920742 02/01/2021  
Document #: 1024676980004  
Image Generated Electronically  
for Web Filing

**Article 1 - Entity Name and Type**

The filing entity being formed is a for-profit corporation. The name of the entity is:

**R&L Global Inc**

The name must contain the word "corporation," "company," "incorporated," "limited," or an abbreviation of one of these terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

**Article 2 – Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

**OR**

B. The initial registered agent is an individual resident of the state whose name is set forth below:

**Name:**

**Ricardo Romero**

C. The business address of the registered agent and the registered office address is:

**Street Address:**

**3527 Mansfield St Houston TX 77091**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

**OR**

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Directors**

The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are set forth below:

**Director 1: Ricardo Romero**

Address: **3527 Mansfield St Houston TX, USA 77091**

**Director 2: Laura Romero**

Address: **3527 Mansfield St Houston TX, USA 77091**

**Article 4 - Authorized Shares**

The total number of shares the corporation is authorized to issue and the par value of each of such shares, or a statement that such shares are without par value, is set forth below.

<b>Number of Shares</b>	<b>Par Value (must choose and complete either A or B)</b>	<b>Class</b>	<b>Series</b>
-------------------------	---	--------------	---------------

**100,000**

A. has a par value of \$1.00

B. without par value.

If the shares are to be divided into classes, you must set forth the designation of each class, the number of shares of each class, and the par value (or statement of no par value), of each class. If shares of a class are to be issued in series, you must provide the designation of each series. The preferences, limitations, and relative rights of each class or series must be stated in space provided for supplemental information.

**Article 5 - Purpose**

The purpose for which the corporation is organized is for the transaction of any and all lawful business for which corporations may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

**ARTICLE 6**

**The period of duration of the Corporation is perpetual.**

**ARTICLE 7**

**The Corporation will not commence business until it has received for the issuance of its share's consideration of the value of at least \$1,000, consisting of money, labor done, or property actually received.**

**ARTICLE 8**

**Without necessity for action by its shareholders, the Corporation may purchase, directly or indirectly, its own shares to the extent of the aggregate of unrestricted capital surplus available therefore and unrestricted reduction surplus available little, therefore.**

**ARTICLE 9**

**Cumulative voting shall not be permitted.**

[The attached addendum, if any, is incorporated herein by reference.]

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Organizer**

The name and address of the organizer is set forth below.

**Ricardo Romero      3527 Mansfield St Houston, Texas 77091**

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Ricardo Romero**

Signature of organizer

**FILING OFFICE COPY**



### Ricardo Romero

3527 Mansfield St, Houston Texas 77091

(713)437-0936 - ricardor@globalinc.com

### Professional Summary

Committed and motivated independent Business Owner with over 14 years of experience as a Reconstruction and General Contractor Company in the Multi-family, commercial and residential construction, property restoration and recovery, roofing services, consulting services, estimation field, proven track record of identifying labor, materials and time requirements by analyzing proposals, construction plan, specifications and associated documents, possess a thorough understanding of fundamentals construction principles, familiar with preparing and negotiating contracts with clients and suppliers, specialty sales, leadership, project management and customer service. Safety conscience and detailed oriented.

As a business owner I'm required to maintain required certifications, licensing, bonding capacity and insurance coverage in all areas, allowing us to perform work in compliance with all state, federal regulations and industry standard adhering to all requirements as mandated by the environmental, health, and safety (EHS) regulations, OSHA Construction & General Industry Standards in general heavy construction and manufacturing settings, EPA (RCRA, TSCA, PCBs, RAC guidelines), DOT, NIOSH, NFPA, ANSI regulations as well as IICRC and RIA industry standards.

### Work History

Owner of R & L Global inc., 5/2008 to Present. - Self Employed – Houston Texas

#### Responsibilities:

- Managing day to day operations associated with all phases of construction and residential projects, property restoration and recovery, roofing services, consulting services, workforce staffing services to the public and private sector clients.
- Lead and motive team members to exceed expectations and maintain a high standard in all operations.
- Reviewed plans and specs during the schematic design of pre-construction.
- Obtained building and specs permits from local jurisdictional agencies.
- Determine project schedule which includes the sequence of all construction activities.
- Conducted weekly production and operations contractor meetings which facilitated stronger communication and the ability to resolve critical issues.
- Conducted routine quality audits to ensure that work was progressing per the specifications and initiated necessary corrective actions.
- Guided and directed 3<sup>rd</sup> party inspections through project construction, commissioning and closeout.
- Strict familiarization, adherence and enforcement of building codes, local and state policies as well as OSHA regulations.

### Commercial Projects

- Woodland Inn & Suites – 4814 Ave H Rosenberg, TX 77471 – Water mitigation, selective and interior remodeling – \$26503.21



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- Pleasantville United Methodist Church – 1403 Demaree Lane Houston, TX 77029 – Water mitigation, selective demolition and interior remodeling – \$302,576.19
- Rosenberg Hospitality Inc – 11206 W. Airport Blvd Stafford, TX 77477 – Water mitigation, selective and interior remodeling – \$26503.21
- Hitchcock Project – 8010 Highway 6 Hitchcock TX 77563 – Complete Interior unit remodeling – \$360,850
- Hilton America Parking Garage – 1600 Lamar St. Houston TX 77091 Complete Interior unit remodeling – \$550,000

### **Registrations/Licenses/Certs**

- IICRC – Company Certified Firm – Restoration & Construction – License # 57383563

### **Affiliations**

- IICRC - Institute of Inspection Cleaning and Restoration Certification
- BCSP – Board of Certified Safety Professionals

### **References**

- Camille Davis – Dynamic Living Solutions – (713)203-3856
- Mike Visser – Cotton Restoration – (713)876-0023
- Luis Saldana – Camillo Properties – (713)724-6868

### **Company Web Sites**

- Rlglobalinc.com
- LinkedIn
- Facebook



**Skylark Field Airport**  
**60s Terminal Demolition**

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**00 41 00 BID FORM**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**CITY OF KILLEEN PURCHASING DIVISION**  
**802 N. 2<sup>nd</sup> Street**  
**Building E, 2<sup>nd</sup> Floor, Room 215**  
**Killeen, Texas 76541**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in the Contract.

2.03 In submitting this Bid, Bidder certifies Bidder is qualified to do business in the State of Texas as required by laws, rules and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	Nov 7, 2025
2	Nov 12, 2025

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all laws and regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings

**City of Killeen Bid No. 26-02**

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**Issued for Bid**

**00 41 00-1**

**Garver Project No. A06-2501584**

**Skylark Field Airport**  
**60s Terminal Demolition**

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relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions and Supplemental Bidding Documents, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. The submission of the Bid constitutes that applicable sales taxes are included in the stated Bid prices for the work, unless provision is made herein for the bidder to separately itemize the estimated amount of sales tax.
- L. By submitting a bid/proposal, the Bidder understands that the bid/proposal is subjected to the requirements referenced in the Special Provisions.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

**4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

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artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder acknowledges that (1) each Bid unit price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.02 Bidder will complete the Work in accordance with the Contract Documents for the enclosed prices.
- 5.03 **BID ALTERNATES** – Not used.
- 5.04 **BID SCHEDULES** – Not used.

**ARTICLE 6 - UNIT PRICE SCHEDULE**

**SKYLARK FIELD AIRPORT (ILE)**  
**60a TERMINAL DEMOLITION**  
**UNIT PRICE SCHEDULE**  
**BASE BID**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	SS-140-5.1	BASE BID: TERMINAL DEMOLITION INCLUDING FOUNDATION REMOVAL, UTILITY REMOVAL AND CAPPING, EXISTING EQUIPMENT REMOVAL, INSTALLATION OF NEW AOA FENCING, AND RELOCATION OF EXISTING VEHICLE ACCESS GATE	LS	1	\$158,750.00	\$158,750.00
2	SS-302-3.2	POWER UTILITY ALLOWANCE	AL	1	\$ 10,000.00	\$ 10,000.00
<b>Total Bid Schedule</b>						<b>\$168,750.00</b>

**Skylark Field Airport**  
**60s Terminal Demolition**

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**ARTICLE 7 – TIME OF COMPLETION**

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Section 90-09 of the General Provisions on or before the dates or within the number of calendar days indicated in the Contract.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 8 – ATTACHMENTS TO THIS BID**

- 8.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security (00 43 13);
  - B. List of Proposed Subcontractors (00 43 36)
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - D. Contractor's License No.: \_\_\_\_\_ or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. Required Bidder Qualifications Statement (00 45 13) with supporting data; and
  - F. General Terms and Conditions Acknowledgement (GTC)
  - G. Contract Verification (GTC)
  - H. Conflict of Interest Questionnaire (CIQ)

**ARTICLE 9 – DEFINED TERMS**

- 9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Provisions, and the Special Provisions.

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**Skylark Field Airport**  
**60s Terminal Demolition**

**ARTICLE 10 – BID SUBMITTAL**

**BIDDER: [Indicate correct name of bidding entity]**

R&L GLOBAL INC

By:  
[Signature]



[Printed name] **Laura Romero**

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:  
[Signature]



[Printed name] **Laura Romero**

Title: **President**

Submittal Date: **11/15/2025**

Address for giving notices:

**3527 Mansfield St, Houston TX 77091**

Telephone Number: **713-686-8899**

Fax Number: **713-686-8338**

Contact Name and e-mail address: **Ricardo Romero**

**ricardo@rlglobalinc.com info@rlglobalinc.com**

Bidder's License No.:

*(where applicable)*

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**00 43 13 BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

R & L Global Inc

3527 Mansfield St

Houston, TX 77091

**SURETY (Name, and Address of Principal Place of Business):**

Insurors Indemnity Company

P.O. Box 32577

Waco, TX 76703-4200

**OWNER (Name and Address):**

City of Killeen

1311 Stonetree Dr.

Killeen, TX 76543

**BID**

Bid Due Date: November 20, 2025

Description: **Skylark Field Airport – 60s Terminal Demolition**

**BOND**

Bond Number: NA

Date: November 20, 2025

Penal sum Five Percent of the Greatest Amount Bid

\$ 5% G.A.B.

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER** R&L GLOBAL INC

(Seal)

**SURETY**

(Seal)

Bidder's Name and Corporate Seal

Insurors Indemnity Company

By:

Signature

By:

Megan Liecheski

Laura Romero

Signature (Attach Power of Attorney)

Print Name

Megan Liecheski

President

Print Name

Title

Attorney-in-Fact

Attest:

Signature

Title

Title Brenda Cardenas, Estimator

Signature

Title Mireli Stanford, Surety Witness

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint ventures, if necessary.*

**Skylark Field Airport**

**60s Terminal Demolition**

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance bond and Payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC® C-430, Bid Bond (Penal Sum Form). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY**  
**Waco, Texas**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**Number: CBB-25-0006159-00**

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of TEXAS, and authorized and licensed to do business in the State of TEXAS and the United States of America, does hereby make, constitute and appoint

Megan Liescheski of the City of Spring, State of TEXAS

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge, and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

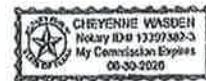
Attest: Tammy Tieperman  
Tammy Tieperman, Secretary

By: Dave E. Talbert  
Dave E. Talbert, President

State of Texas  
County of McLennan

On the 1st day of January, 2025, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Cheryne Wasden  
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 20th day of November 2025.

Tammy Tieperman  
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY,  
PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT  
[BONDDEPT@INSURORSINDEMNITY.COM](mailto:BONDDEPT@INSURORSINDEMNITY.COM).



Phone: 877 816 2800 PO Box 32577  
Waco, Texas 76703-4200

## IMPORTANT NOTICE - AVISO IMPORTANTE

### To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577  
Waco, TX 76703-4200  
Or  
225 South Fifth Street  
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577  
Waco, TX 76703-4200  
Or  
225 South Fifth Street  
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)  
P.O. Box 149091  
Austin, TX 78714-9091  
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**Skylark Field Airport**  
**60s Terminal Demolition**

**00 43 36 LIST OF PROPOSED SUBCONTRACTORS**

I, the undersigned Bidder, hereby certify that proposals from the following subcontractors were used in the preparation of my Bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

We have verified that firms qualified as a DBE for this Project are currently certified by the Texas DOT. Firms qualified as a small business enterprise (SBE) shall be certified by the US Small Business Administration or the Texas Economic Development Commission.

**For Annual Gross Receipts:**

- Enter 1 for Less than \$1 Million
- Enter 2 for More than \$1 Million, Less than \$5 Million
- Enter 3 for More than \$5 Million, Less than \$10 Million
- Enter 4 for More than \$10 Million, Less than \$15 Million
- Enter 5 for More than \$15 Million

Firm Name and Address:	VETERAN ELECTRIC LLC 29634 Geneva Dr, Spring, TX 77386
Texas License No. (if applicable):	490931
Scope of Work:	ELECTRICAL DEMOLITION
Applicable NAICS Code(s):	
Subcontract Amount:	\$6500
DBE (Y/N):	<input type="checkbox"/> Yes <input type="checkbox"/> No
If DBE: Race of Majority Owner:	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other
If DBE: Sex of Majority Owner:	<input type="checkbox"/> Male <input type="checkbox"/> Female
Age of Firm:	6
Annual Gross Receipts:	\$1-\$2M

Firm Name and Address:	Absolute Environmental Services
Texas License No. (if applicable):	
Scope of Work:	ASBESTOS
Applicable NAICS Code(s):	
Subcontract Amount:	51,2150
DBE (Y/N):	<input type="checkbox"/> Yes <input type="checkbox"/> No
If DBE: Race of Majority Owner:	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other

**Skylark Field Airport**  
**60s Terminal Demolition**

If DBE:	<input type="checkbox"/>	Male
Sex of Majority Owner:	<input type="checkbox"/>	Female
Age of Firm:		
Annual Gross Receipts:	1-3M	

Firm Name and Address:		
Texas License No. (if applicable):		
Scope of Work:		
Applicable NAICS Code(s):		
Subcontract Amount:		
DBE (Y/N):	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
If DBE:	<input type="checkbox"/>	Black American
Race of Majority Owner:	<input type="checkbox"/>	Hispanic American
	<input type="checkbox"/>	Native American
	<input type="checkbox"/>	Asian Pacific American
	<input type="checkbox"/>	Subcontinent Asian American
	<input type="checkbox"/>	Other
If DBE:	<input type="checkbox"/>	Male
Sex of Majority Owner:	<input type="checkbox"/>	Female
Age of Firm:		
Annual Gross Receipts:		

Firm Name and Address:		
Texas License No. (if applicable):		
Scope of Work:		
Applicable NAICS Code(s):		
Subcontract Amount:		
DBE (Y/N):	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
If DBE:	<input type="checkbox"/>	Black American
Race of Majority Owner:	<input type="checkbox"/>	Hispanic American
	<input type="checkbox"/>	Native American
	<input type="checkbox"/>	Asian Pacific American
	<input type="checkbox"/>	Subcontinent Asian American
	<input type="checkbox"/>	Other
If DBE:	<input type="checkbox"/>	Male
Sex of Majority Owner:	<input type="checkbox"/>	Female
Age of Firm:		
Annual Gross Receipts:		

**Skylark Field Airport**  
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Firm Name and Address:	
Texas License No. (if applicable):	
Scope of Work:	
Applicable NAICS Code(s):	
Subcontract Amount:	
DBE (Y/N):	<input type="checkbox"/> Yes <input type="checkbox"/> No
If DBE: Race of Majority Owner:	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other
If DBE: Sex of Majority Owner:	<input type="checkbox"/> Male <input type="checkbox"/> Female
Age of Firm:	
Annual Gross Receipts:	

Bidder (General Contractor): **R&L GLOBAL INC**

Address: **3527 Mansfield St, Houston TX 77091**

Texas License No.: **N/A**

DBE (Y/N):  Yes  
 No

SBE (Y/N):  Yes  
 No

If DBE:  
 Race of Majority Owner:  Black American  Hispanic American  Native American  
 Asian Pacific American  Subcontinent Asian American  Other

If DBE:  
 Sex of Majority Owner:  Male  
 Female

Age of Firm: **4 YEARS**

Annual Gross Receipts: **\$5-\$7M**

By\*: **Laura Romero**

Title: **President**

Percent of Contract to be Completed by DBE: **86%**

\*Signature must be the same as on the Bid form.

**Notes:**

(1) **Bidder and subcontractors shall have evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.**

**Skylark Field Airport**  
**60s Terminal Demolition**

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**00 45 13 QUALIFICATIONS STATEMENT**

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY  
LAWS AND REGULATIONS**

**1. SUBMITTED BY:**

Official Name of Firm: R&L GLOBAL INC

Address: 3527 Mansfield St, Houston TX 77091

**2. SUBMITTED FOR:**

Owner: CITY OF KILLEEN

Project Name: 60S TERMINAL DEMOLITION

**TYPE OF WORK:** Building demolition, removal of building foundation, remove and cap  
existing utilities, removal of existing equipment, and install AOA fencing,

**3. CONTRACTOR'S CONTACT INFORMATION**

Contact Person: Laura Romero

Title: President

Phone: 713-686-8899

Email: info@rlglobalinc.com ricardo@rlglobalinc.com

**4. AFFILIATED COMPANIES:**

Name: n/a

Address:

**Skylark Field Airport**  
**60s Terminal Demolition**

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**5. TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

PARTNERSHIP

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name of General Partner(s): \_\_\_\_\_

CORPORATION

State of Organization: TEXAS

Date of Organization: 2/1/2021

Executive Officers:

- President: Laura Romero

- Vice President(s): Ricardo Romero

- Treasurer: \_\_\_\_\_

- Secretary: \_\_\_\_\_

LIMITED LIABILITY COMPANY

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Members: \_\_\_\_\_

**Skylark Field Airport**  
**60s Terminal Demolition**

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**7. CERTIFICATIONS**

**CERTIFIED BY:**

Disadvantage Business Enterprise: SELF  
Minority Business Enterprise: SELF  
Woman Owned Enterprise: SELF  
Small Business Enterprise: \_\_\_\_\_  
Other ( \_\_\_\_\_): \_\_\_\_\_

**8. BONDING INFORMATION**

Bonding Company: INSURORS INDEMNITY COMPANY  
Address: 5728 Root Road, Spring, TX 77389  
  
Bonding Agent: Megan Liescheski  
Address: 5728 Root Road, Spring, TX 77389  
  
Contact Name: Megan Liescheski  
Phone: 877-816-2800  
Aggregate Bonding Capacity: \$1.5 million  
Available Bonding Capacity as of date of this submittal: Full Capacity

**9. FINANCIAL INFORMATION**

Financial Institution: CHASE BANK  
Address: 5240 W 34TH, HOUSTON, TX  
  
Account Manager: CARISA SIEGEL  
Phone: 713-823-8568  
Credit available: \$ N/A

**Skylark Field Airport**  
**60s Terminal Demolition**

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**10. CONSTRUCTION EXPERIENCE:**

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

**11. SAFETY PROGRAM:**

Name of Contractor's Safety Officer: Ricardo Romero

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Include the following as attachments:

If requested after the bid, Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

If requested after the bid, Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

If requested after the bid, Provide as an Attachment Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

**Skylark Field Airport**  
**60s Terminal Demolition**

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Provide the following for the firm listed in Section 1 (and for each proposed subcontractor and supplier furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	<u>2022</u>	EMR	<u>.75</u>
YEAR	<u>2023</u>	EMR	<u>.75</u>
YEAR	<u>2024</u>	EMR	<u>.75</u>
YEAR	<u>2025</u>	EMR	<u>.75</u>
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed subcontractors and suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed subcontractors and suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

**12. EQUIPMENT:**

**MAJOR EQUIPMENT:**

List on **Schedule C** all pieces of major equipment available for use on project.

**13. ELECTRICAL EXPERIENCE:**

Provide background and experience of the Master Electrician(s) licensed in state of Texas (issued by the Texas Department of Licensing & Regulation) who have proper skills in supervising, performing, and maintaining the electrical work.

Provide Master Electrician(s) licenses for the qualified electrical supervisor(s) for supervising the 5 kV airfield lighting work and provide Journeyman(s) licenses for those that will assist in the work. Provide certifications and qualifications of each proposed 5 kV cable splicer, with minimum (3) years continuous experience in terminating/splicing medium voltage cables.

**Skylark Field Airport**  
**60s Terminal Demolition**

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: R&L GLOBAL INC  
BY: Ricardo Romero  
TITLE: Chief Executive Officer  
DATED: 11/15/2025

**NOTARY ATTEST:**

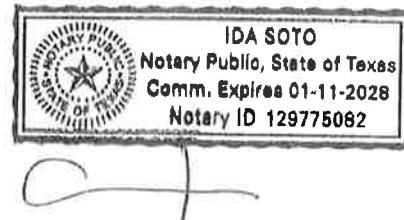
SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 13 DAY OF November 2025

NOTARY PUBLIC - STATE OF Texas  
MY COMMISSION EXPIRES: 01/11/2028

**REQUIRED ATTACHMENTS**

1. Schedule A (Current Experience)\*.
2. Schedule B (Previous Experience)\*.
3. Schedule C (Major Equipment)\*.
4. Evidence of authority for individuals listed in Section 5 to bind organization to an agreement.
5. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
6. Required safety program submittals listed in Section 11.
7. Resumes and licenses of key electrical individuals requested in Section 13.

\*Information may be provided on form attached or bidder provided form containing similar information.



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## CURRENT EXPERIENCE

## SCHEDULE A

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Renovation of Townsen-Memorial hospitals	Name: PMR Healthcare Address: Telephone: 469-774-0961	Name: Company: N/A Telephone:	8/2025	Renovation	WIP	\$250,000
Renovation of an apartment complex	Name: Abbey Residential Services Inc Address: Telephone: 281-752-7323	Name: Company: N/A Telephone:	9/2025	Renovation	WIP	\$2,209,875
River oaks medical building	Name: NMG Workspace Solutions LLC Address: Telephone: 281-414-7129	Name: Company: N/A Telephone:	9/2025	Remodeling	WIP	\$43,701.15
2771 FREUND ST HOUSTON , TX , 77003	Name: FREUND ST RECONSTRUCTION Address: Telephone: 281-804-1825	Name: Company: N/A Telephone:	10/2025	MITIGATION AND RECONSTRUCTION	WIP	\$114,376.90
Lemoine Disaster Recovery	Name: 1725 Harvey Mitchell Pkwy S College Station , TX , 77840 Address: Telephone: 1-833-999-9110	Name: Company: N/A Telephone:	8/2025	RECONSTRUCTION	WIP	\$17,947.00
GENOA PHARMAY/ ARB Contractors LLC	Name: 503 PARK GROVE DR KATY , TX , 77450 Address: Telephone: 1-956-590-3930	Name: Company: N/A Telephone:	10/2025	REMODELING	WIP	\$57,038.93
Surgery Center, Frisco First Ambulatory	Name: 8740 OHIO DR STE B PLANO , TX , 75024 Address: Telephone: 469-774-0961	Name: Company: N/A Telephone:	9/2025	REPAIRS	DONE	\$27,000

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
FSI Construction Inc	Name: 14695 BRIAR FOREST DR Address: HOUSTON , TX , 77077 Telephone: 1-713-690-5330	Name: Company: N/A Telephone:	6/2025	WATER MITIGATION	COMPLETE	\$243,832
CWS Apartment Homes	Name: 16631 Vance Jackson Rd Unit 13111 Address: San Antonio , TX , 78257 Telephone: 1-512-837-3028	Name: Company: N/A Telephone:	7/2025	WATER MITIGATION	COMPLETE	\$29,407.18
Alamo1	Name: 3839 WESLAYAN ST Address: HOUSTON , TX , 77027 Telephone: 1-210-404-1220	Name: Company: N/A Telephone:	5/2025	REMODELING	COMPLETE	\$20,863.67
The Villas At Pine Grove Senior Living Repairs Asset Living	Name: 4400 Ave N Address: Galveston , TX , 77550 Telephone: 1-713-782-5800	Name: Company: N/A Telephone:	5/2025	REPAIRS	COMPLETE	\$16,102.33
Camillo Property	Name: ALL COMMUNITIES Address: Telephone: 888-234-9451	Name: Company: N/A Telephone:	2018-2025	REPAIRS, REMODELING, MITIGATIONS	ON GOING	\$1-\$3M
Servpro Of Pearland TX	Name: 5018 E Meadow Dr Address: Deer Park , TX , 77536 Telephone: 1-281-412-6211	Name: Company: N/A Telephone:	3/2025	RECONSTRUCTION	COMPLETE	\$115,491.00
The Villas At Pine Grove Senior Living Repairs Asset Living	Name: 1980 Horal Dr Address: San Antonio , TX , 78227 Telephone: 1-713-782-5800	Name: Company: N/A Telephone:	12/2024	WATER MITIGATION	COMPLETE	\$27,514.85

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**SCHEDULE B**  
**PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)**

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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**SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE**

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**Issued for Bid**

00 45 13

City of Killeen Bid No. 26-02  
Garver Project No. A06-2501584

## **SECTION II: CITY OF KILLEEN TERMS AND CONDITIONS**

**Skylark Field Airport**  
**60s Terminal Demolition**

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**CITY OF KILLEEN  
GENERAL TERMS AND CONDITIONS**

**1. General Conditions**

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

**2. Preparation of Bid**

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

**3. Description of Supplies**

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise, they will be required to furnish the item as specified.

**4. Submission of Bid**

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration

**Skylark Field Airport  
60s Terminal Demolition**

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- Artificial limitation of liability Artificial statute of limitation
- Waiver of trial by jury
- Indemnify a vendor

(a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.

(b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.

(c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Electronically submit bids to OpenGov E-Bidding Site: (<https://procurement.opengov.com/login>)

OR

Delivery Address:  
City of Killeen  
Attn: Purchasing Division  
802 N 2<sup>nd</sup> Street  
Building E, 2<sup>nd</sup> Floor  
Killeen, TX 76541

**5. Rejection of Bid**

(a) The City may reject a Bid if:

1. The Bidder mistakes or conceals any material fact in the Bid, or if
2. The Bid does not strictly conform to law or the requirements of the Bid, or if
3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.

(b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

**6. Withdrawal of Bid**

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at [LLuciano@KilleenTexas.gov](mailto:LLuciano@KilleenTexas.gov). All bids shall be valid for a period of ninety (90) days after the bid opening

**7. Late Bid or Modifications**

Bid and modifications received after the time set for the Bid opening will not be considered.

**8. Clarification or Objection to Bid Specifications**

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications,

or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

**9. Discounts**

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**10. Award of the Contract**

- (a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to perform all obligations of the Contract fully and reliably, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

- \* Falsification of information provided in bid response;
- \* Non-observance of safety requirements;
- \* Failure to meet requirements of federal, state, or local law, as applicable, including employment;
- \* Substantial failure to adhere to contractually agreed-upon schedules; and
- \* Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of most advantageous Bid for the municipality may be based on, but not limited to:

<ul style="list-style-type: none"><li>* Unit price</li><li>* Total Bid price</li><li>* Terms and discounts</li><li>* Delivery date</li><li>* Product warranty</li><li>* Special needs and requirements of City</li><li>* Past experience with product/service</li><li>* City's evaluation of the bidder's ability, financial, strength, and ethical standards</li><li>* Quality of the bidder's goods or services</li><li>* The extent to which the goods or services meet the municipality's needs</li></ul>	<ul style="list-style-type: none"><li>* Bidder's past performance</li><li>* Demurrage charges, freight costs and mileage</li><li>* Estimated costs of supplies, maintenance, etc.</li><li>* Estimated surplus value, life expectancy</li><li>* Results of testing samples</li><li>* Conformity to specifications</li><li>* Training requirements, location, etc.</li><li>* Location of maintenance facility/service person; ability to provide for minimum down time</li><li>* The total long-term cost to the municipality to acquire the bidder's goods or services</li><li>* Reputation of bidder and of bidder goods and services</li></ul>
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- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.

**Skylark Field Airport  
60s Terminal Demolition**

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- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder(s) will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Chapter 271 of the Texas Local Government Code.
- (f) As stated in Section 271.905 (b) of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bids from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051 (b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bids from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

**11. Ex Parte Communication**

Please note that to ensure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or employee evaluating or considering the proposal prior to the time a formal decision has been made. Questions and other communication from proposers will be permissible with only the Director of Procurement and Contract Management until the time and the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposals. Participation in any ex parte communication, whether or not initiated by the Proposer, may be grounds for disqualifying the offending proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

Additionally, neither the City of Killeen City Council nor City staff, except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, shall initiate any contact with a Proposer or directly discuss or promote any proposal with any Proposers, including their agents and representatives.

**12. Bid Protest**

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared

by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

**13. Termination for Governmental Non-Appropriations**

This contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of the City or out of other funds legally appropriated, therefore. Lessor agrees that no lease will be a general obligation of the City and no lease shall constitute a pledge of either the full faith and credit of the City or the taxing power of the City.
- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) the City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by the City's governing body; (2) on the return date, the City shall return to Lessor all of the equipment covered by the affected lease, at the City's sole expense; (3) the affected lease shall terminate on the return date without penalty to the City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

**14. Termination of Contract**

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. The City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

**15. Assurance of Compliance**

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

**16. Conflict of Interest Disclosure Questionnaire**

The Bidder agrees that if a member of the City Council, a Councilmember's close relative, or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or

(b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

**17. Gratuities**

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity, or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

**18. Kickbacks**

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

**19. Venue for Legal Action**

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

**20. Conflicts in Terms and Conditions for Bids**

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

**21. Insurance**

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

**A. Comprehensive General Liability and Property Damage Insurance.**

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

**B. Comprehensive Automobile Liability.**

**Bodily Injury**

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

**Property Damage**

- (1) Each Occurrence - \$1,000,000

**22. Disclosure of Interested Parties**

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: <https://www.ethics.state.tx.us/filinginfo/1295/> and provide the City with a certified copy prior to Council approval of the Bid award.

**23. Acknowledgement – “Boycott Israel”**

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or 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.

**24. Acknowledgement – ‘Boycott Energy Companies’**

By signing and submitting this bid the vendor hereby verifies 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 Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

**25. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”**

By signing and submitting this bid the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

**Skylark Field Airport  
60s Terminal Demolition**

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SIGNATURE: \_\_\_\_\_ DATE: 11/15/2025

PRINT NAME: Laura Romero





### 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 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.*
- Texas Government Code, Chapter 2276 – 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.*

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.

A handwritten signature in blue ink.

Signature

Laura Romero  
Printed Name

11/15/2025

Date

R&L GLOBAL INC

Company Name

President

Title

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# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

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

R&L GLOBAL INC

2

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

3

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

N/A

Name of Officer

4

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

N/A

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

Yes       No

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

Yes       No

5

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

N/A

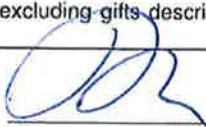
6

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

7

Laura Romero

Name of signatory



Signature

11/15/202

Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:  
\*\*\*

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed;
  - or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Bid Tab  
 Bid No. 26-02-Original Airline Terminal Demolition at Skylark Field  
 November 20, 2025

SCHEDULE OPTIONS	Engineer's Estimate	HCS Construction	Poole Construction, Inc.	R&L Global Inc.	Rise Up Construction LLC	Seneca Construction Management Inc.	Synergy Commercial Construction	GCS Contracting LLC
BASE BID A:Demo 60's Terminal	\$250,000.00	\$408,800.00	\$355,875.00	\$168,750.00	\$306,000.00	\$389,300.00	\$299,950.00	\$254,000.00
<b>TOTAL</b>	<b>\$250,000</b>	<b>\$408,800.00</b>	<b>\$355,875.00</b>	<b>\$168,750.00</b>	<b>\$306,000.00</b>	<b>\$389,300.00</b>	<b>\$299,950.00</b>	<b>\$254,000.00</b>

**Skylark Field Airport  
60s Terminal Demolition**

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**00 52 00 CONTRACT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between City of Killeen, Texas ("Owner") and  
R&L GLOBAL INC ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Base Bid – Demolition of the 60s Terminal Building including all foundation elements, remove and cap existing utilities up to the limits specified, removal of all existing equipment, and install AOA fencing to secure the airfield.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **60s Terminal Demolition at Skylark Field Airport**

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by **Garver, LLC**.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Section 80-07 of the General Provisions, and completed and ready for final payment in accordance with Section 90-09 of the General Provisions within the following number of days after the date when the Contract Times commence to run.

Description	Substantial Completion
Base Bid	45 calendar days

- B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
  1. Milestone 1 Substantial Completion – 45 Calendar Days as specified in Paragraph 4.02.A
  2. Milestone 2 Final Acceptance – 30 Calendar Days after Substantial Completion

**Skylark Field Airport**  
**60s Terminal Demolition**

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**4.03 *Liquidated Damages***

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  1. Substantial Completion: Contractor shall pay Owner **\$300** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Final Acceptance: Contractor shall pay Owner **\$300** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.B above for Final Acceptance until the Work is accepted.
  3. Liquidated damages for failing to timely attain Substantial Completion and Final Acceptance are additive and will be imposed concurrently.

**4.04 *Special Damages***

- A. Special damages shall be paid for at the expense of the Contractor for any work performed outside of the contracted scope that interferes with airport operations. Amount shall be agreed upon by Contractor and Owner.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
  - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer and Owner.

**ARTICLE 6 – PAYMENT PROCEDURES**

**6.01 *Submittal and Processing of Payments***

- A. Applications for Payment shall be made in accordance with Section 90-06 of the General Provisions. Applications for Payment will be processed by Owner as provided in the General Provisions.

**6.02 *Progress Payments; Retainage***

- A. Progress payments and retainage shall be in accordance with Section 90-06 of the General Provisions.

**6.03 *Final Payment***

- A. Upon final completion and acceptance of the Work in accordance with Section 50-15 of the General Provisions, Owner shall pay the remainder of the Contract Price as provided in Section 90-09 of the General Provisions, minus any damages as described in Paragraphs 4.03 and 4.04.

**Skylark Field Airport**  
**60s Terminal Demolition**

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**ARTICLE 7 – INTEREST**

7.01 Not Used.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. The Contractor hereby represents and warrants to and for the benefit of the Owner that:
  1. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any

**City of Killeen Bid No. 26-02**

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Issued for Bid

00 52 00-3

Garver Project No. A06-2501584

**Skylark Field Airport**  
**60s Terminal Demolition**

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damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

**ARTICLE 9 – CONTRACT DOCUMENTS**

**9.01 *Contents***

- A. The Contract Documents consist of the following:
  1. Executed Contract
  2. Addenda (if any)
  3. Notice to Bidders
  4. Instructions to Bidders
  5. Bid Form
  6. Bid Bond
  7. List of Proposed Subcontractors
  8. Qualification Statement
  9. City of Killeen General Terms and Conditions
  10. General Provisions
  11. Special Provisions
  12. Supplemental Specifications as listed in the Table of Contents
  13. Drawings
  14. Performance Bond
  15. Payment Bond
  16. Certificates of Insurance
  17. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
  18. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Provisions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

A. Terms not otherwise defined herein and used in this Agreement will have the meanings stated in the General Provisions and the Special Provisions.

### **10.02 *Assignment of Contract***

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 *Successors and Assigns***

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 *Severability***

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 *Contractor's Certifications***

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**Skylark Field Airport  
60s Terminal Demolition**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

City of Killeen

By: Kent Cagle

Title: City Manager

CONTRACTOR:

R&L GLOBAL INC

By: Laura Romero

Title: President



*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

Attest: Brenda Cardenas

Title:

Title: Estimator

Address for giving notices:

8101 Clear Creek Rd., Box C

Killeen Texas 76549

Address for giving notices:

3527 Mansfield St, Houston TX 77091

License No.:

*(where applicable)*

*This document is a MODIFIED version of EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies and is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to copyright.*





# AWARD BID NUMBER 26-02 FOR THE ORIGINAL AIRLINE TERMINAL DEMOLITION PROJECT AT SKYLARK FIELD

RS-26-003

January 6, 2026

# Background

2

- The original airline terminal building at Skylark Field is approximately 65 years old and has been mostly vacant for about 48 years.
- The building has long surpassed its useful life, and due to its overall condition, it can no longer be safely occupied.

# Background

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- The Skylark Field Master Plan that was approved in October of 2016, calls for the demolition of the terminal to make way for future aviation related development.
- Demolition of the building would allow the Aviation department to pursue development of the existing land on and around the building.

# Discussion

- The project was advertised on October 26 & November 2, 2025.
- Advertising appeared in the local newspaper as well as the City's website and on multiple statewide electronic bidding sites.

# Discussion

5

- The project will consist primarily of the demolition of the existing building and foundation to prepare the land for future use.
- The funding for this project will come from the Aviation Capital Improvement Plan (CIP) fund.

# Discussion

6

- Bids were opened on November 20, 2025 – Seven (7) bids received.

Vendor	Bid Amount
<b>GCS Contracting LLC</b>	\$254,000
<b>HCS Construction</b>	\$408,800
<b>Poole Construction Inc.</b>	\$355,875
<b>R &amp; L Global Inc.</b>	\$168,750
<b>Rise Up Construction LLC</b>	\$306,000
<b>Seneca Construction Management</b>	\$389,300
<b>Synergy Commercial Construction</b>	\$299,950

# Discussion

7

- Staff reviewed bid packages and found R & L Global Inc. to be the lowest responsive and responsible bidder.
- Staff recommends the contract be awarded to R & L Global Inc., in the amount of \$168,750.

# Recommendation

8

- Award Bid No. 26-02 for the Original Airline Terminal Demolition at Skylark Field Airport to R & L Global Inc., in the amount of \$168,750 and authorize the City Manager or designee to execute all contract documents and any and all change orders or actions within the amounts set by state and local law.



# City of Killeen

## Staff Report

File Number: RS-26-004

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Consider a memorandum/resolution authorizing a Letter of Agreement with Rice Inspection, Inc., for Construction Inspection on the Lift Station No. 6 Rehabilitation and Expansion Project, in the amount of \$161,688.00.

**DATE:** **January 6, 2026**

**TO:** **Kent Cagle, City Manager**

**FROM:** **Andrew Zagars, City Engineer**

**SUBJECT:** **Authorize the execution of a Letter of Agreement with Rice Inspection, Inc. for Construction Inspection on the Lift Station No. 6 Rehabilitation and Expansion Project**

### **BACKGROUND AND FINDINGS:**

On October 21, 2025, City Council awarded a construction contract for the Lift Station No. 6 Rehabilitation and Expansion Project. Due to the current workload of City inspectors and the complexity of this Water and Sewer capital improvement plan (CIP) project, Staff is recommending the outsourcing of construction inspection for this project.

City staff negotiated a letter of agreement (LOA) with Rice Inspection in an amount not to exceed \$161,688 for construction inspection on the Lift Station No. 6 Rehabilitation and Expansion Project. Rice inspection is currently providing construction inspection on three Water and Sewer CIP projects.

### **THE ALTERNATIVES CONSIDERED:**

N/A

### **Which alternative is recommended? Why?**

N/A

### **CONFORMITY TO CITY POLICY:**

This item conforms to state and local policies. Texas Government Code, Chapter 2254, states that contracts for the procurement of defined professional services may not be awarded on the basis of competitive bids. Instead, they must be awarded on the basis of demonstrated competence and qualifications.

### **FINANCIAL IMPACT:**

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

The total expenditure of \$161,688 will be encumbered in fiscal year 2026 and spent between fiscal years 2026 and 2027.

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

One-time

**Is this revenue/expenditure budgeted?**

Yes, funds are available in account 355-56201-900-400-922020 CIP Projects/Construction.

**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 authorize the City Manager or designee to execute a Letter of Agreement with Rice Inspection, Inc. for construction inspection on the Lift Station No. 6 Rehabilitation and Expansion Project in the amount not to exceed \$161,688, and authorize the City Manager, or designee, to execute any and all amendments and change orders within the amounts set by state and local law.

**DEPARTMENTAL CLEARANCES:**

Engineering Services

Finance

City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Proposal

Agreement

Certificate of Interested Parties

Presentation

# Rice Inspection, Inc.

The Brand of Quality & Assurance

P.O. BOX 264  
MCGREGOR, TX 76657  
PH: (254)722-0118  
FAX: (888) 816-8993  
[www.riceinspectioninc.com](http://www.riceinspectioninc.com)

November 17, 2025

Steven L. Kana, P.E.  
Director of Water & Sewer  
City of Killeen, TX

We would like to thank you for the opportunity to submit a proposal for construction inspection of The Lift Station #6 Rehabilitation and Expansion Project. Our proposal includes the following services: to perform on-site inspection of various types of construction, make inspection reports, keep diaries of the project, prepare monthly estimates to you, communicate with any engineers or other employees as designated in this or other documents and check and interpret plans and specifications, set up and inspect materials installed, oversee and inspect the preparation and set up for hydrostatic, purity and pressure tests, sub-grade base, and asphalt gradation and density tests and any other tests that may be required by the particular project described herein. Rice Inspection Inc. will not be responsible for conducting any tests. The goal of Rice Inspection Inc. is to inspect engineered construction as to the quality of the materials and construction, ensure good construction practice, and make sure construction complies with plans and technical specifications.

This proposal for the construction inspection of The Lift Station #6 Rehabilitation and Expansion Project is as follows: Total Inspection Fee \$154,800.00, Total mileage fee \$6888.00 for a total fee not to exceed \$161,688.00. We will invoice monthly at the end of every month for that month's fees. We look forward to being of service to you. If you have any questions, please do not hesitate to call us anytime.

Sincerely,



Trenton Rice

Rice Inspection Inc.

## LETTER OF AGREEMENT

This is a Letter of Agreement (“Agreement”) between the City of Killeen (“City”) and Rice Inspection, Inc. (“Contractor”); collectively, the “Parties”.

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

*Scope of Agreement.* The purpose of this Agreement is to enlist the services of the Contractor to:

Provide construction inspection for the Lift Station No. 6 Rehabilitation and Expansion Project. This construction inspection includes performing on-site inspection of various types of construction, making inspection reports, keeping diaries of the project, preparing monthly estimates, communicating with engineers or other employees as designated, checking and interpreting plans and specifications, setting up and inspecting materials installed, overseeing and inspecting the preparation and set up for hydrostatic, purity, and pressure tests, subgrade base, and asphalt gradation and density tests and any other tests that may be required (the “Project”). Refer to attached proposal for scope of services generally to be performed.

*Term of Agreement.* This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after 600 calendar days.

*Consideration.* Contractor agrees to provide the services stated above:

- at the rate of \$90.00 per hour and \$.60 per mile of construction related driving with a total amount not exceeding \$161,688 as based on the attached proposal and fee schedule;
- for the lump sum payment not to exceed; or
- progress payments in the total amount not to exceed.

*Independent Contractor.* Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

*Applicable Laws:* Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

*Standard of Care.* The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor’s profession practicing under similar circumstances at the same time and in the same locality.

*Insurance.* Contractor shall procure and maintain insurance in the following amounts:

Worker’s Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

On all policies, except Worker's Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

*Subcontracts and Assignments.* Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

*Indemnification.* To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

*Termination.* This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

*Texas Law.* This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

*Severability.* If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

*Survival.* Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

*Non-waiver.* Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

*Contract Verification.* Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time employees 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.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

**SIGNED, ACCEPTED AND AGREED** to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Kent Cagle  
City Manager

Date

Contractor

Trenton Rice  
President

Date



11-25-25

# 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:**  
2025-1393617

Date Filed:  
11/25/2025

**Date Acknowledged:**

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

Rice Inspection, Inc.  
McGregor, 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

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.

522-002

## Various Projects Construction Inspection

**5 Check only if there is NO Interested Party.**

X

## 6 UNSWORN DECLARATION

My name is Trenton Rice, and my date of birth is 02/20/1993.

My address is 1854 Plainview Rd McGregor TX 76657 USA  
(city) (state) (zip code) (country)

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

Executed in McLennan County, State of TX, on the 25 day of Nov., 2025  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)



# **LETTER OF AGREEMENT FOR CONSTRUCTION INSPECTION ON LIFT STATION NO. 6 PROJECT**

**RS-26-004**

**January 6, 2026**

# Background and Findings

2

- On October 21, 2025, City Council awarded a construction contract for the Lift Station No. 6 Rehabilitation and Expansion Project to Bell Contractors, Inc. in the amount of \$6,961,950.10.
- Due to the current workload of city inspectors and the complexity of this Water and Sewer capital improvement plan project, city staff is recommending the outsourcing of construction inspection for this project.

# Background and Findings

3

- City staff negotiated a letter of agreement (LOA) with Rice Inspection in an amount not to exceed \$161,688 for construction inspection on the Lift Station No. 6 Rehabilitation and Expansion Project.
- Rice Inspection is currently providing construction inspection on the Chaparral Pump Station and Pump Station No. 2 Rehabilitation projects.

# Location Map

4



# Recommendation

5

- City Council authorize the City Manager, or designee, to execute a Letter of Agreement with Rice Inspection, Inc. for construction inspection on the Lift Station No. 6 Rehabilitation and Expansion Project in an amount not to exceed \$161,688 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-26-005

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Consider a memorandum/resolution authorizing the execution of a Professional Services Agreement with Garver, LLC, for the design of the Reuse Water for Community Center Park Project, in the amount of \$151,908.00.

**DATE:** **January 6, 2026**

**TO:** **Kent Cagle, City Manager**

**FROM:** **Andrew Zagars, City Engineer**

**SUBJECT:** **Authorize the execution of a Professional Services Agreement with Garver, LLC to Design the Reuse Water for Community Center Park Project**

### **BACKGROUND AND FINDINGS:**

The Fiscal Year (FY) 2025 Water and Sewer Capital Improvements Plan includes the Reuse Water for Community Center Park Project. This project includes a pump and piping system that will transfer reuse water from Bell County Water Control and Improvement District No. 1's North Sewer Plant to the existing irrigation system at the Killeen Community Center Complex, including Rosa Hereford Community Center and Mickey's Dog Park.

City staff has negotiated a professional services agreement (PSA) with Garver, LLC for the design and contract administration of the Reuse Water for Community Center Park Project in the amount of \$151,908. Garver has provided exceptional design and contract administration on several past Water and Sewer projects.

### **THE ALTERNATIVES CONSIDERED:**

N/A

### **Which alternative is recommended? Why?**

N/A

### **CONFORMITY TO CITY POLICY:**

This item conforms to state and local policies. Texas Government Code, Chapter 2254, states that contracts for the procurement of defined professional services may not be awarded on the basis of competitive bids. Instead, they must be awarded on the basis of demonstrated competence and qualifications.

**FINANCIAL IMPACT:**

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

The total amount of \$151,908 will be encumbered in FY 2026

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

One-time

**Is this revenue/expenditure budgeted?**

Yes, funds are available in account 350-56200-900-400-925007 CIP Projects/Design/Engineering.

**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 authorize the City Manager or designee to execute a Professional Service Agreement with Garver, LLC, for the design and construction administration of the Reuse Water for Community Center Park Project in the amount of \$151,908, and authorize the City Manager, or designee, to execute any and all amendments or change orders within the amounts set by State and Local law.

**DEPARTMENTAL CLEARANCES:**

Engineering

Finance

City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Agreement

Contract Verification Form

Certificate of Interested Parties

Presentation

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

# **STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

*Prepared by*

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJCDU Users Guide, No. 1910-50.

Copyright ©1996 National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council  
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017

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**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between the CITY OF KILLEEN, TEXAS ("OWNER") and GARVER, LLC ("ENGINEER").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

Professional engineering services to provide design, bid and construction phase services for the Reuse Water for Community Center Park Project. The detailed scope of services include:

1. Project administration and coordination with the City
2. Coordination with BCWCID #1 to conduct modeling analysis and evaluation on reuse pump sizing at the North Plant pump station
3. Construction plans for a new reuse water main installation to initially service the Killeen Community Center Complex and Mickey's Dog Park
4. Full survey for the limits of construction segments (no easements are anticipated)
5. Plans will be submitted for review to the City at the 60% and 100% unsigned phases, and final (100%) sealed set of plans will be submitted for construction
6. Bid phase services
7. Construction administration services

## ARTICLE 1 - SERVICES OF ENGINEER

---

### 1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

## ARTICLE 2 - OWNER'S RESPONSIBILITIES

---

### 2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

## ARTICLE 3 - TIMES FOR RENDERING SERVICES

---

### 3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

### 3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after

completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

## ARTICLE 4 - PAYMENTS TO ENGINEER

---

### 4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

### 4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C. Engineer shall not incur additional expenses after receipt of notice of termination, and shall make reasonable efforts to minimize costs.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost. In no event shall OWNER be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

## ARTICLE 5 - OPINIONS OF COST

---

### 5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's reasonable judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

### 5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

### 5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

## ARTICLE 6 - GENERAL CONSIDERATIONS

---

### 6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such standard of care deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as

ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit H.

## **6.02 Authorized Project Representatives**

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

## **6.03 Design without Construction Phase Services**

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

## **6.04 Use of Documents**

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. *[Intentionally omitted.]*

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

## 6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

## 6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

## **6.07 Controlling Law**

A. This Agreement is to be governed by the law of the State of Texas and venue shall be in Bell County.

## **6.08 Successors, Assigns, and Beneficiaries**

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors,

executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

## **6.09 Hazardous Environmental Condition**

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to

identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER’s activities under this Agreement.

F. If ENGINEER’s services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER’s terminating this Agreement for cause on 30 days notice.

## **6.10 Allocation of Risks**

### **A. Indemnification**

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER’s officers, directors, partners, and employees from and against any and all third-party tort costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused solely by the negligent acts or omissions of ENGINEER or ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants in the performance and furnishing of ENGINEER’s services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants from and against any and all third-party tort costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused solely by the negligent acts or omissions of OWNER or OWNER’s officers, directors, partners, employees, and OWNER’s consultants with respect to this Agreement or the Project.

3. In addition to the indemnity provided under paragraph 6.10.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors,

partners, employees, and ENGINEER’s Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.10.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence or willful misconduct.

4. The indemnification provision of paragraph 6.10.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, “Allocation of Risks,” if any.

5. Notwithstanding any other provision to the contrary, the Parties agree as follows:

a. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER OWNER, ENGINEER, NOR THEIR RESPECTIVE PERSONNEL SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES ARISING FROM OR IN CONNECTION WITH LOSS OF USE, LOSS OF REVENUE OR PROFIT (ACTUAL OR ANTICIPATED), LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED COST OF CONSTRUCTION, COST OF CAPITAL, COST OF REPLACEMENT POWER OR CUSTOMER CLAIMS, AND OWNER HEREBY RELEASES ENGINEER, AND ENGINEER RELEASES OWNER, FROM ANY SUCH LIABILITY.

b. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE OWNER AND ENGINEER, OWNER HEREBY AGREES THAT ENGINEER’S AND ITS PERSONNEL’S TOTAL LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO PROCEEDS RECEIVED FROM INSURANCE PROVIDED UNDER EXHIBIT G OF THIS AGREEMENT.

## **6.11 Notices**

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

## 6.12 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

## 6.13 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## 6.14 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

## 6.15 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

# ARTICLE 7 - DEFINITIONS

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## 7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be

accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents),

Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER

which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees

Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

## **ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS**

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### **8.01 Exhibits Included**

- A. Exhibit A, "ENGINEER's Services," consisting of 9 pages.
- B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 page.

By signing this contract, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or 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.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 1 page.

G. Exhibit G, "Insurance," consisting of 1 page.

H. Exhibit H, "Special Provisions," consisting of 1 page.

### **8.02 Total Agreement**

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Killeen

By: Kent Cagle

Title: City Manager

Date Signed: \_\_\_\_\_

Address for giving notices:

P.O. Box 1329

Killeen, TX 76540-1329

Designated Representative (paragraph 6.02.A):

Steve Kana, PE

Title: Assistant City Engineer

Phone Number: 254-501-7623

Facsimile Number: 254-616-3182

E-Mail Address: skana@killeentexas.gov

ENGINEER: Garver, LLC

Greg T. Swoboda

By: Greg T. Swoboda

Title: Senior Project Manager

Date Signed: 11/20/2025

Address for giving notices:

3755 S. Capital of Texas Hwy

Austin, TX 78704

Designated Representative (paragraph 6.02.A):

Randall G. McIntyre

Title: Vice President

Phone Number: (210) 447-6250

Facsimile Number: \_\_\_\_\_

E-Mail Address: rgmcintyre@garverusa.com

This is **EXHIBIT A**, consisting of 10 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

Initial:

OWNER \_\_\_\_\_  
ENGINEER GTS

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**ENGINEER's Services**

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Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth in Exhibit A -Scope of Services Reuse Improvements City of Killeen.



## **Exhibit A – Scope of Services**

### **Reuse Improvements**

**City of Killeen**

**Garver Project No. W07-2500976**



This Exhibit defines the scope and fee of the PROFESSIONAL SERVICES AGREEMENT (the "Agreement") by and between the City of Killeen (hereinafter referred to as "City") and **GARVER, LLC**, (hereinafter referred to as "ENGINEER"), and is governed by the provisions of the Agreement. Under this Agreement, ENGINEER will provide project management, invoicing, project meetings, and general coordination.

## **Background**

The City's wastewater flow is treated at two Bell County Water Control & Improvement District No. 1 (BCWCID #1) facilities, the North and South Plants. The North Plant is located northwest of Business 190 and 38<sup>th</sup> Street and treats wastewater effluent to Type 1 reuse standards as defined by Texas Commission on Environmental Quality (TCEQ) Chapter 290. The City is supplied reuse from BCWCID #1, its wholesale wastewater service provider. Reuse water from the North Plant is currently delivered to the Stonetree Golf Course via a reuse pump station, and an 18-inch reuse pipeline to a pond at the golf course.

Type I reuse water is a safe, efficient, and a strategic resource. The City wishes to increase the use of Type 1 reuse to supply irrigation to the nearby Killeen Community Center Complex as well as explore potential uses further downstream. This would require a pipeline installation of approximately 5,150 linear feet. In addition to the Killeen Community Center, the City would also like to evaluate providing irrigation service to Rosa Hereford Community Center and Mickey's Dog Park.

The detailed design scope of services include:

1. Project Administration and coordination with the City.
2. Coordination with BCWCID #1 to conduct modeling analysis and evaluation on reuse pump sizing at the North Plant pump station.
3. Construction plans for a new reuse water main installation to initially service the Killeen Community Center Complex and Mickey's Dog Park.
4. Full survey for the limits of construction segments (no easements are anticipated).
5. Plans will be submitted for review to the City at the 60% and 100% unsigned phases, and final (100%) sealed set of plans will be submitted for construction.
6. Bid phase services.
7. Construction administration services.

Items not anticipated for this assignment which have not been included in this Scope of Services are as follows: flow development, metes and bounds for permanent or temporary construction easements, easement acquisitions, environmental surveys, structural engineering, and permitting fees.

## **SECTION 1 - SCOPE OF SERVICES**

### **A. Task I - Project Administration**

1. ENGINEER will prepare for and facilitate a hybrid in-person and virtual kick-off meeting with the City staff to confirm PROJECT scope, team, lines of communication, and schedule. ENGINEER will conduct a site visit after the kick-off meeting to observe existing features specifically at proposed tie-in and connection locations.



2. ENGINEER will prepare for and host three (3) virtual meetings to present project progress, discuss project issues, and update the City on any design-related concerns. Based on the schedule presented below, it is anticipated that this project will take approximately six (6) months to move through design and bidding; therefore, we anticipate three (3) design progress meetings. Construction meetings will be considered in Task VII.
3. Develop and maintain a Project Management Plan (PMP) and Quality Control/Assurance Plan.
4. ENGINEER will prepare and develop a baseline Project Schedule to be reviewed and approved by the City. The schedule will be deliverable in MS Project format.
5. Prepare and provide monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and PROJECT updates.
6. Coordinate a data request with the City to obtain the latest existing plans, equipment data, and other available information not already provided or obtained relevant to this Project.

## **B. Task II – Topographic Survey Services**

ENGINEER will provide field survey data. The survey will include the following:

1. Establish control points using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, Central Zone scaled to surface coordinates. Vertical Control will be based upon the North American Vertical Datum of 1988 (NAVD 88).
2. Topographic survey approximately 5,150 LF and 20-ft in width along the proposed reuse pipeline alignment, Research current property owners and obtain copies of subdivision plats, ownership deeds, and easements within the project area, make a deed mosaic, recover boundary markers and depict the cities properties in CADD.
3. Cross sections shall be taken at 50-ft intervals along with break lines as required, to provide digital topographic design file at 1-ft interval contours. Site location to include pavement edges, curb and gutter, driveways, culverts, fences and gates, signs, mailboxes, tops and toes of slopes, grade breaks, trees six (6) inches and greater, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes where accessible, and other surface features.
4. Submit a Texas 811 ticket and survey the locations of utilities as marked by others.
5. Coordinate with the City and survey the locations of utilities as marked by others.
6. Provide a digital design survey drawing in Civil3D (.dwg) prepared to ENGINEER standards showing visible surface features located, an ASCII point file, survey codes, and a copy of field notes and field sketches.

Deliverables:

- Digital design survey drawing in Civil3D (.dwg) if requested.



### **C. Task III – Hydraulic Modeling Analysis**

Garver will review BCWCID #1 North Plant's existing reuse pumping facilities to confirm and validate the hydraulic design conditions (head range, existing pumps and capacity). ENGINEER will complete a hydraulic modeling analysis. The hydraulic modeling analysis will include the following. Further model updates, scenarios, and calibration will be considered additional work.

1. Review data pertaining to BCWCID #1 North Plant's existing reuse pumps including pump curves, rated head and capacity, and discharge pressure and flow data if available.
2. Update BWCID #1's existing reuse hydraulic model with the proposed reuse water main that will service the Killeen Community Center Complex and Mickey's Dog Park. It is assumed that irrigation demands for these facilities will be provided by the City.
3. Perform up to three (3) steady-state hydraulic simulations and generate up to three (3) system curves to confirm and validate the replacement pump rated and head and capacity needed to supply irrigation demands associated with the Stonetree Golf Course, Killeen Community Center Complex, and Mickey's Dog Park.
4. Scenarios may include: flow to the Golf Course only, flow to the Community Center and Dog Park only, and flow to all facilities together.
5. Document the hydraulic modeling analysis in a brief letter memorandum.

### **D. Task IV – 60% Design Deliverable**

1. Prepare 60% construction drawings – Prepare Title, Index, General Notes, Details, and Quantity sheets for the project. ENGINEER will prepare plan (no profiles) for the new reuse water main. Existing utilities will be shown where information was found to be available and based on field mark-outs of utilities.
2. The project is anticipated to provide irrigation service initially to the Killeen Community Center Complex and Mickey's Dog Park. It is anticipated that the design will incorporate an alignment along the existing hike and bike trail under SW S. Young Drive for open-cut pipeline installation in lieu of a trenchless crossing.
3. Prepare a preliminary specification book including any technical specifications needed for the project and preliminary front-end documents. ENGINEER will utilize the Engineers Joint Council Documents Committee (EJCDC) standard documents as a base for developing the project's front-end documents.
4. Prepare an estimate of construction quantities and develop an AACE Class 3 preliminary opinion of probable construction cost (OPCC). Coordinate proposal quotes from vendors to obtain latest pricing for materials. Update project schedule from Task I.
5. ENGINEER to execute Quality Control/Assurance per Project Management Plan. Reviews by discipline-specific, technical advisors at the 60% deliverables prior to submittal to the City.
6. Submit 60% Design Deliverable to the City for review in electronic (PDF) format. It is anticipated that the City will take three (3) weeks to review.



7. Plan and participate in a 60% Design Workshop to review the 60% design submittal with the City, facilitate PROJECT coordination, timeliness, and budget compliance. Prepare meeting summary (meeting minutes) and distribute to participants. This meeting is anticipated to be hybrid with virtual and/or in-person attendance.

#### **E. Task V – 100% Design Deliverable**

1. Finalize construction drawings for one construction contract, including incorporating comments from the City's 60% review.
2. Finalize specification book including front end specifications and technical specifications.
3. Finalize construction quantities and prepare final OPCC (AACE Class 1). Update project schedule from 60% Design Phase.
4. ENGINEER to execute Quality Control/ Assurance per Project Management Plan. Reviews by discipline-specific, technical advisors at the 100% deliverables prior to submittal to the City.
5. Plan and participate in a 100% Design Review Meeting to review the 100% design submittal with the City, and to coordinate final bid package preparation and plan for bid phase. Prepare meeting summary (meeting minutes) and distribute to participants. This meeting is anticipated to be held virtually.

#### **F. Task VI - Bid Phase Services**

1. Assist the City in preparing necessary documents for advertising bid for a single project. It is assumed that the City will issue bid notice, advertise the project, and distribute bid documents to prospective bidders. It is anticipated that this will be a Competitive Sealed Bids (CSP) process, and that ENGINEER will assist the City in determining the CSP scoring criteria for consideration during the bid review process.
2. Participate in one (1) pre-bid meeting. It is assumed that the pre-bid meeting will be held in person and will include a site visit.
3. Support the contract documents by preparing up to three (3) addenda, as appropriate. This includes responses to bidders' questions.
4. Participate in the review of bidders' submittals to the Competitive Sealed Proposals process and contribute scores to the City for inclusion in the overall scoring matrix.
5. Conformed Documents
  - a. The ENGINEER shall prepare and submit Conformed Construction Documents. The ENGINEER shall seal and sign the Conformed Construction Documents. The ENGINEER shall deliver:
    - PDF copy of conformed plans.
    - PDF copy of conformed specifications.



- b. ENGINEER shall provide three (3) hard copies of half-size (11" x 17") conformed plans and three (3) bound copies of the conformed specifications if requested.
6. Bid Phase Deliverables
  - a. The ENGINEER shall provide the following deliverables as part of the bid phase services:
    - Pre-bid meeting summary.
    - Addenda.
    - Letter of recommendation of award.
    - Conformed construction documents in electronic (PDF) format, in addition to three (3) sets of 11"x17" hardcopy plan sheets and three (3) bound specification books.

## **G. Task VII - Construction Phase Services**

This task details the services to be provided by the ENGINEER during the construction phase of the Project. These services are intended to assist the City with administering the construction contract, reviewing that the CONTRACTOR's work is in general compliance with the Contract Documents, monitoring the performance of the CONTRACTOR, and assisting the City in responding to events that may occur during the construction period.

1. Pre-Construction Conference.
  - a. The ENGINEER shall attend the in-person pre-construction conference to address any questions, discuss special Project conditions, and provide input as necessary.
2. Construction Progress Meetings.
  - a. The ENGINEER shall attend monthly construction progress meetings with the CONTRACTOR and the City. It is anticipated that the project will take ten (10) months to construct; therefore, we assume up to ten (10) total progress meetings, between on-site and virtual. This is expected to result in three (3) in-person and seven (7) virtual meetings.
3. Construction Site Visits.
  - a. The ENGINEER shall perform site visits in conjunction with the progress meetings described above, for a total of up to three (3) total site visits, throughout the construction duration. The purpose of these visits will be to observe the CONTRACTOR's progress and assess if the Project work is in general accordance with the Contract Documents, and to review the pay estimates submitted by the CONTRACTOR.
4. Submittal Reviews.
  - a. The ENGINEER shall review shop drawings/submittals for conformance with the Project documents and compatibility with the design intent, and accuracy and completeness. It is estimated that the ENGINEER will review up to twenty-four (24) submittals; any further submittals beyond this number will require additional compensation by the City.



*Corrections or comments made by the ENGINEER on the shop drawings during this review will not relieve CONTRACTOR from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concepts of the project and general compliance with the information given in the contract documents. The CONTRACTOR will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. The ENGINEER's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems, or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, ENGINEER shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.*

5. Requests for Information.
  - a. The ENGINEER shall respond to up to eight (8) requests for information (RFIs) that arise during the construction phase. Clarifications and interpretations of the Contract Documents shall be consistent with the intent of and reasonably inferable from the Contract Documents.
6. Requests for Proposals and Change Orders.
  - a. The ENGINEER shall prepare up to two (2) requests for proposal (RFPs) and subsequent change orders (COs) due to differing site conditions. The services shall include the following:
    - Evaluate impact on design intent (calculations, drawings, specifications, construction cost, and construction duration).
    - Provide sketches as required to facilitate construction.
  - b. The ENGINEER shall review the CONTRACTOR's response to each RFP.
  - c. If redesign or substantial engineering or surveying is required in the preparation of these documents, the City will pay the ENGINEER an additional fee to be agreed upon by the City and ENGINEER.
7. Substantial and Final Completion Walk-throughs.
  - a. Following the notice from the CONTRACTOR, the ENGINEER shall conduct one (1) substantial completion walk-through with up to two (2) staff as accompanied by the City and issue a substantial completion punch list. If the ENGINEER considers the work substantially complete, the ENGINEER shall issue a substantial completion letter.
  - b. The ENGINEER shall conduct one (1) final completion walk-through with up to two (2) staff as accompanied by the City to determine if the completed work of the CONTRACTOR is acceptable. If it is, the ENGINEER shall issue a final completion letter to the City. If not, the CONTRACTOR shall be notified by the City.



8. Record Drawings.

- a. The ENGINEER shall prepare record drawings upon completion of the construction. Record drawing information shall be based solely on the provided redlined plans from the contractor.
- b. The ENGINEER shall submit draft record drawings in .pdf (searchable) format for review. After City review and comment, The ENGINEER shall submit final sealed and signed drawings in .pdf (searchable) format.
- c. The ENGINEER shall provide a Letter of Certification with final record drawings that all work was completed in conformance with the Contract Documents and may submit the final invoice for payment.

#### **H. Extra Work**

Additional Services is to be authorized as needed by the ENGINEER and after written clarification and confirmation by the City.

1. ENGINEER has assumed that there will be no impacts caused by the installation of the reuse water line that would require an environmental assessment and/or cultural resources survey.
2. Geotechnical Investigations, Geotechnical Engineering Reports, or Laboratory Testing.
3. Subsurface Utility Engineering Survey. Level A SUE is not included in the base scope of services. But has been added as a Supplemental Service if it is deemed required during the design phase.
4. Storm Water Pollution Prevention Plan (SWPPP).
5. Redesign for the City's convenience or due to changed conditions after previous alternate direction and/or approval.
6. Submittals or deliverables in addition to those listed herein.
7. Design of any utilities relocation.
8. Construction materials testing.
9. The City will facilitate communications with neighborhood groups and the general public.
10. Services after construction, such as warranty follow-up, operations support, etc.
11. Other Permitting Services outside of TCEQ.
12. Payment of any permit fees.
13. SCADA design or programming services of any kind.
14. Controls design for automation of the existing system.
15. Water model development for existing reuse pump station.

## **SECTION 2 – SUPPLEMENTAL SERVICES**

Subsurface Utility Exploration (SUE) – Quality Level A and B SUE is not included in the base scope of services. This is a budgetary placeholder to provide SUE services to identify the location and depth of existing utilities that are within the project limits and deemed critical to the horizontal or vertical alignment of the proposed utilities as determined by the ENGINEER and approved by the City. This



effort would be subcontracted to a SUE services consultant. The budgetary placeholder is based upon providing five (5) SUE potholes.

### SECTION 3 - PAYMENT

For the work described in this Scope of Services, the City agrees to pay ENGINEER on a lump sum basis in the amount of \$151,908.00 (Basic and Supplemental Services). Time will be billed on a percent complete basis for each task as shown in the breakdown in **Exhibit B – Lump Sum Fee**. The City will pay ENGINEER on a monthly basis, based upon statements submitted by ENGINEER to the City indicating the percent complete of each line-item task as part of the project budget. ENGINEER will provide the City with monthly progress reports accompanying each invoice to justify the completion percentage of each task.

### SECTION 4 SCHEDULE

ENGINEER shall begin work under this Agreement within fifteen (15) days of a Notice to Proceed (NTP) and shall complete the work in accordance with the estimated schedule below:

Phase Description	Estimated Calendar Days
<b>Task I – Project Administration</b>	
Kickoff Meeting	15 days from NTP
<b>Task II – Topographic Survey</b>	
Field Services - Survey	60 days from NTP
<b>Task III – Hydraulic Model Analysis</b>	
Modeling	45 days from completion of Task 1
<b>Task IV – 60% Detailed Design</b>	
60% Design	65 days from completion of Task II
<b>Task V – 100% Detailed Design</b>	
100% Design	45 days from receipt of 60% City comments
<b>Task VI – Bidding Services</b>	
Bidding Services	30 days from completion of Task V (estimated)
<b>Task VII – Construction Phase Services</b>	
Construction Phase Services	305 days from Contractor NTP (estimated)

## Exhibit B

### City of Killeen Killeen Reuse Improvements

#### FEE SUMMARY - LUMP SUM

<b>Basic Services Section</b>	<b>Estimated Fees</b>
Task I Project Administration	\$ 8,733.00
Task II - Topographic Survey	\$ 16,942.00
Task III - Hydraulic Modeling Analysis	\$ 11,826.00
Task IV - 60% Design Deliverable	\$ 31,824.00
Task V - 100% Design Deliverable	\$ 23,738.00
Task VI - Bid Phase Services	\$ 10,897.00
Task VII - Construction Phase Services	\$ 38,056.00
<b>Subtotal for Basic Services Section</b>	<b>\$ 142,016.00</b>
<b>Supplemental Services Section</b>	<b>Estimated Fees</b>
Quality Level A and B SUE	\$ 9,892.00
<b>Subtotal for Additional Services Section</b>	<b>\$ 9,892.00</b>
<b>Total All Services</b>	<b>\$ 151,908.00</b>

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

Initial:

OWNER \_\_\_\_\_  
ENGINEER GTS \_\_\_\_\_

### **OWNER's Responsibilities**

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors

or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_

Initial:

OWNER \_\_\_\_\_  
ENGINEER GTS \_\_\_\_\_

## Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

### ARTICLE 4 -- PAYMENTS TO THE ENGINEER

#### C4.01 *For Basic Services Having A Determined Scope*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase, services, if any, as follows:

1. Progress payments in the amount of \$151,908 based on the following assumed distribution of compensation:

a. Project Administration	<u>\$8,733</u>
b. Topographic Survey	<u>\$16,942</u>
c. Hydraulic Modeling Analysis	<u>\$11,826</u>
d. 60% Design Deliverable	<u>\$31,824</u>
e. 100% Design Deliverable	<u>\$23,738</u>
f. Bid Phase Services	<u>\$10,897</u>
g. Construction Phase Services	<u>\$38,056</u>
h. Quality Level A and B SUE	<u>\$9,892</u>

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually

rendered, but shall not exceed the total amount unless approved in writing by the OWNER.

3. The amount includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period.

5. If more prime contracts are awarded for work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount to be negotiated; however, in no case shall the amount of compensation exceed eighteen percent (18%) of the Project's estimated construction costs for all Basic Services for each prime contract added.

This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

Initial:

OWNER \_\_\_\_\_  
ENGINEERGTS \_\_\_\_\_

**Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

[Not used.]

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

Initial:

OWNER \_\_\_\_\_  
ENGINEER GTS \_\_\_\_\_

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## **NOTICE OF ACCEPTABILITY OF WORK**

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PROJECT: \_\_\_\_\_

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OWNER:

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To: OWNER

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And To: CONTRACTOR

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The undersigned hereby gives notice to the above OWNER and CONTRACTOR that the completed Work furnished and performed by CONTRACTOR under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

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

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

Dated: \_\_\_\_\_, \_\_\_\_\_

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work (“Notice”) on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgment of ENGINEER.
3. Said Notice is given as to the best of ENGINEER’s knowledge, information, and belief as of the date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR’s work) under ENGINEER’s Agreement with OWNER and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within ENGINEER’s knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER’s Agreement with OWNER and the Construction Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of CONTRACTOR’s performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

Initial:

OWNER \_\_\_\_\_  
ENGINEER GTS \_\_\_\_\_

### **Construction Cost Limit**

Paragraph 5.02 of the Agreement is amended and supplemented to include the following agreement of the parties:

#### *F5.02 Designing to Construction Cost Limit*

- A. A Construction Cost limit in the amount of One million five hundred thousand dollars and no cents (\$1,500,000.00) is hereby agreed to.
- B. A bidding or negotiating contingency of 15 percent will be added to any Construction Cost limit established.
- C. The acceptance by OWNER at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. ENGINEER will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices to bring the Project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), ENGINEER shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. To the extent such modification is due to ENGINEER'S negligence, in lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER's cost of such services, including the costs of the services of ENGINEER's Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to ENGINEER on account of such services. The providing of such services will be the limit of ENGINEER's responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or Bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

Initial:

OWNER \_\_\_\_\_  
ENGINEER GTS

## Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

### G6.05 *Insurance*

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:
  - a. Workers' Compensation: Statutory
  - b. Employer's Liability --
    - 1) Each Accident: \$ 500,000
    - 2) Disease, Policy Limit: \$ 500,000
    - 3) Disease, Each Employee: \$ 500,000
  - c. General Liability --
    - 1) Each Occurrence (Bodily Injury and Property Damage): \$ 1,000,000
    - 2) General Aggregate: \$ 2,000,000
  - d. Excess or Umbrella Liability --
    - 1) Each Occurrence: \$ 4,000,000
    - 2) General Aggregate: \$ 4,000,000
  - e. Automobile Liability --
    - 1) Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$ 500,000
  - f. Professional Liability --  
claim \$ 2,000,000 per

g. Other (specify): On all policies except Workers Compensation and Professional Liability - "City of Killeen is named as Additional Insured on the General Liability and Auto Liability policies."

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

Initial:

OWNER \_\_\_\_\_  
ENGINEER GTS \_\_\_\_\_

**Special Provisions**

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This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services dated** \_\_\_\_\_, \_\_\_\_\_.

Initial:

OWNER \_\_\_\_\_  
ENGINEER GTS

**DBE Goal**

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DBE Goal 0%



## 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

---

Greg T. Swoboda

Printed Name

---

11/25/2025

Date

---

Garver, LLC

Company Name

---

Senior Project Manager

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:  
2025-1381808

Date Filed:  
10/27/2025

Date Acknowledged:

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

GARVER, LLC  
ROUND ROCK, 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.

925007  
REUSE PIPELINE INSTALLATION

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HOSKINS, BROCK	ROUND ROCK, TX United States	X	
	GRAVES, MICHAEL	ROUND ROCK, TX United States	X	
	SCHNIERS, BRENT	ROUND ROCK, TX United States	X	
	SOBER, JEFFREY	ROUND ROCK, TX United States	X	
	HOLDER, JR., JERRY	ROUND ROCK, TX United States	X	
	MOTT, JR., WM. EARL	ROUND ROCK, TX United States	X	
	MCILLWAIN, FRANK	ROUND ROCK, TX United States	X	

5 Check only if there is NO Interested Party.

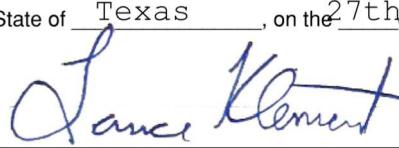
## 6 UNSWORN DECLARATION

My name is Lance Klement, and my date of birth is 3/19/1984.

My address is 810 Hesters Crossing, Suite 210 Round Rock, TX 78681, USA.  
(city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 27th day of October, 2025.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# **PROFESSIONAL SERVICES AGREEMENT FOR COMMUNITY CENTER PARK REUSE PROJECT**

**RS-26-005**

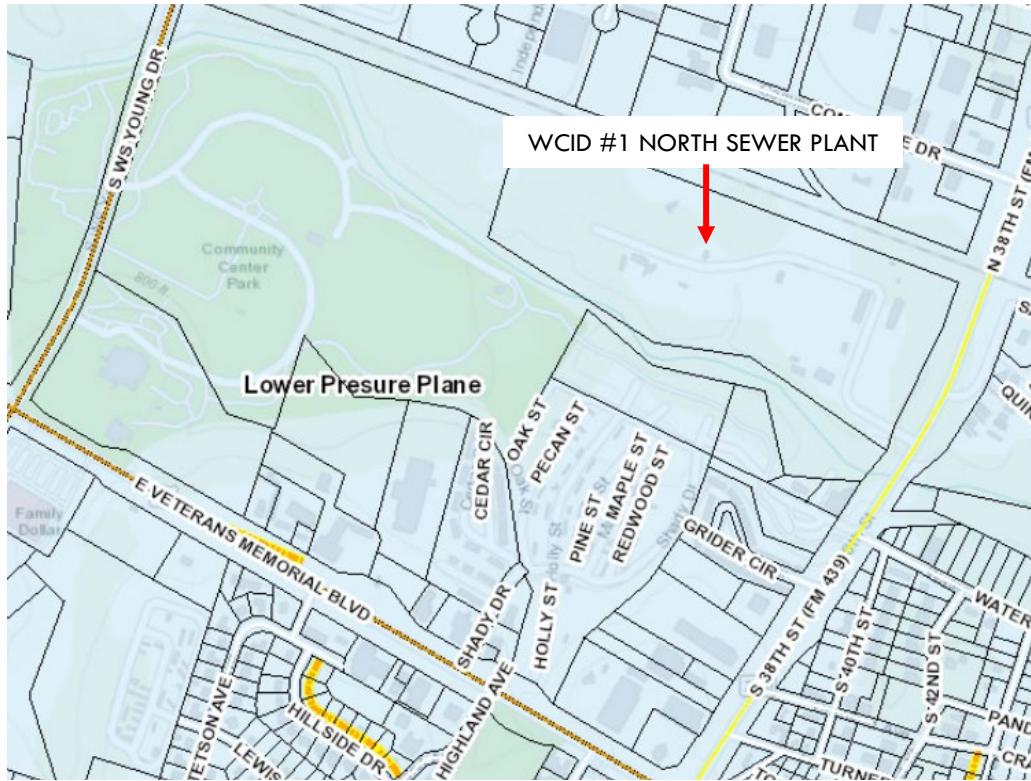
**January 6, 2026**

# Background and Findings

2

- The FY 2025 Water and Sewer Capital Improvements Plan includes the Reuse Water for Community Center Park Project.
- This project includes a pump and piping system that will transfer reuse water from Bell County WCID No. 1's North Sewer Plant to the existing irrigation system at the Killeen Community Center, Rosa Herford Community Center, and Mickey's Dog Park.
- Garver, LLC submitted a professional services agreement (PSA) for the design and contract administration of this project in an amount of \$151,908.
- Garver has provided exceptional design and contract administration on several past W&S infrastructure projects.

# Location Map



# Recommendation

4

- City Council authorize the City Manager, or designee, to execute a Professional Services Agreement with Garver, LLC for the design and contract administration of the Reuse Water for Community Center Park Project, in the amount of \$151,908 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-26-006

---

Consider a memorandum/resolution authorizing an Interlocal Agreement with the Central Texas Council of Governments, for the Household Hazardous Waste Event on April 11, 2026.

**DATE:** **January 6, 2026**

**TO:** **Kent Cagle, City Manager**

**FROM:** **Joseph Dudley, III, Director of Solid Waste**

**SUBJECT:** **Interlocal Agreement with the Central Texas Council of Governments for the Household Hazardous Waste Event**

### **BACKGROUND AND FINDINGS:**

The City of Killeen Recycling Operations Division hosts annual Household Hazardous Waste (HHW) events to provide residents a safe and legal means to dispose of a variety of caustic, corrosive, poisonous, and toxic materials commonly used in the home. These events help protect our surface and underground water sources, provide for the recycling or reuse of certain potentially hazardous materials, and protect solid waste workers and equipment. Funding from the Central Texas Council of Governments (CTCOG), for the event on April 11, 2026, will allow the citizens from the seven county CTCOG region to participate.

The City of Killeen has a history of hosting HHW events going back more than a dozen years. Some events have been sponsored by CTCOG with funds received from the Texas Commission on Environmental Quality and some sponsored solely by the City of Killeen.

As the City and much of the CTCOG region share a common watershed, it is desired that all CTCOG region residents be able to participate in the HHW Collection event on April 11, 2026. Entering into this Interlocal Agreement will facilitate this opportunity. The event will be held at the Killeen Special Events Center. Under the Interlocal Agreement, CTCOG will contract for hazardous waste collection services and will contribute up to \$25,000. The City will reimburse CTCOG the difference between its dedicated \$25,000 amount and the total event cost.

### **THE ALTERNATIVES CONSIDERED:**

N/A

### **Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

The City's Purchasing Manual recognizes City Council's ability to approve interlocal agreements authorized by Texas Government Code, Chapter 791, Interlocal Cooperation Contracts.

**FINANCIAL IMPACT:**

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

The estimated cost of this event is \$55,000.

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

This is a one-time expenditure.

**Is this revenue/expenditure budgeted?**

Yes, funds are available in the Solid Waste Fund Recycling budget in account 540-55200-400-411-000000.

**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:**

City Council authorize the City Manager, or designee, to execute an Interlocal Agreement between the City of Killeen and the Central Texas Council of Governments for a regional household hazardous waste event on April 11, 2026.

**DEPARTMENTAL CLEARANCES:**

Public Works  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Agreement  
Presentation

**CENTRAL TEXAS COUNCIL OF GOVERNMENTS  
INTERLOCAL AGREEMENT FOR PASS THROUGH FUNDING SERVICES**

This Interlocal Agreement is made, entered, and executed between the City of Killeen and the Central Texas Council of Governments, hereinafter called CTCOG.

## WITNESSETH

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto and in accordance with Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, the City of Killeen and CTCOG do mutually agree as follows.

## AGREEMENT

## **Article 1. Contract Period**

This Interlocal Agreement becomes effective when fully executed by all parties hereto and shall terminate on August 31, 2026, unless otherwise terminated or modified as hereinafter provided.

## **Article 2. Responsibilities of the Parties**

The City of Killeen shall hold a Household Hazardous Waste collection event in the spring of 2026, with an anticipated event date of April 11, 2026. CTCOG shall contract with Clean Earth Environmental Solutions, Inc, the chosen vendor, for hazardous waste collection services and City shall reimburse CTCOG for a portion of costs as described herein. As the event will be supported by CTCOG, it shall be open to all residents of the CTCOG region.

CTCOG shall support the City of Killeen Spring 2026 Household Hazardous Waste collection event in an amount not to exceed twenty-five thousand dollars (\$25,000.00) that was allocated by the CTCOG Solid Waste Advisory Committee at their August 20, 2025, meeting.

The City of Killeen shall pay CTCOG the difference between the above dedicated amount from CTCOG and the total event cost within thirty days of receiving an invoice from CTCOG. The City of Killeen's portion of the costs shall not exceed budgeted costs for this event of fifty-five thousand dollars (\$55,000.00). Any overages in event costs beyond previously stated amounts are to be negotiated between the City of Killeen and Clean Earth Environmental Solutions.

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

If the event date must be postponed due to inclement weather or other circumstances, the Parties will cooperate in good faith to reschedule the event as soon thereafter as reasonably practicable.

### **Article 3.                   Interlocal Agreement Amendments**

Changes in the terms and conditions of this Interlocal Agreement can be made only by written amendment executed by the parties hereto prior to the changes being made. Any such amendment must be approved by the City of Killeen and CTCOG.

### **Article 4.                   Changes in Work**

CTCOG and the City of Killeen must mutually agree to all changes made to the project description.

### **Article 5.                   Indemnification**

CTCOG shall save and hold harmless the City of Killeen from all claims and liability due to the acts or omissions of CTCOG, its agents or employees. CTCOG also agrees to save and hold harmless the City of Killeen from any and all expenses, including attorney fees, all court costs and awards for damages, incurred by CTCOG in litigation or otherwise resisting such claims or liabilities as a result of any activities of CTCOG, its agents or employees.

### **Article 6.                   Disputes**

Intentionally Omitted.

### **Article 7.                   Reporting**

CTCOG shall submit performance reports as specified by its contract with the Texas Commission on Environmental Quality (TCEQ). Reports shall be made available to the City of Killeen upon request.

CTCOG shall promptly advise the City of Killeen in writing of events which have a significant impact upon the Interlocal Agreement, including:

Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

### **Article 8.                   Records**

City of Killeen agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office for inspection by the authorized representatives of CTCOG for the purpose of making audits, examinations, excerpts, and transcriptions.

CTCOG agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials

available at its office for inspection by the authorized representatives of the City of Killeen for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **Article 9.                   Termination**

Either party may terminate this Interlocal Agreement in part or in whole at any time before the date of completion whenever it is determined that the other party has failed to comply with the conditions of the Interlocal Agreement. Either party shall give written notice to the other party at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this Interlocal Agreement agree that the continuation of the Interlocal Agreement in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Except with respect to defaults of subcontractors, the parties shall not be in default by reason of any failure in performance of this Interlocal Agreement in accordance with its terms (including any failure by either party to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of either party. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the parties.

#### **Article 10.                Remedies**

Violation or breach of Interlocal Agreement terms by CTCOG shall be grounds for termination of the Interlocal Agreement, and any increased cost arising from CTCOG's default, breach of Interlocal Agreement, or violation of terms shall be paid by CTCOG.

This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

#### **Article 11.                Successors and Assigns**

The City of Killeen and CTCOG each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. Neither the City of Killeen nor CTCOG shall assign, sublet, or transfer its interest in this agreement without written consent of the other.

#### **Article 12.                Signatory Warranty**

The undersigned signatory for CTCOG hereby represents and warrants that he is an officer of the organization for which he has executed this Interlocal Agreement and that he has full and complete authority to enter into this Interlocal Agreement on behalf of his organization.

**Article 13.                   Equal Employment Opportunity**

CTCOG agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR60).

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED DUPLICATE COUNTERPARTS TO EFFECTUATE THIS AGREEMENT.**

**The City of Killeen**

---

**Kent Cagle**  
**City Manager**  
**City of Killeen**

**ATTEST:**

---

**Date:**

---

**CTCOG**

DocuSigned by:  
  
Jim Reed  
9A20DF0BBBD25443...  
Jim Reed  
Executive Director  
Central Texas Council of Governments

**ATTEST:**

Signed by:  
  
EB41517A2E8B4A9...

**Date:**

---



# HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT

RS-26-006

January 6, 2026

# Background

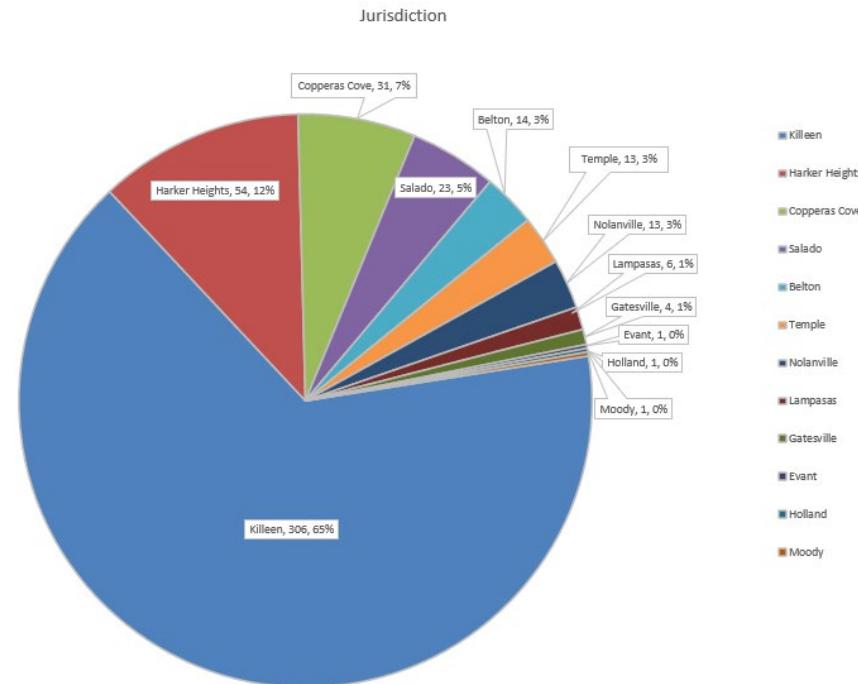
2

- City of Killeen hosts a Household Hazardous Waste (HHW) collection event annually; allowing residents to dispose of hazardous products in a safe manner.
  - Event is scheduled for April 11, 2026, at the Killeen Special Events Center
- The Interlocal Agreement with Central Texas Council of Governments (CTCOG) would open the event to all residents in the region and provide additional funding.

# Background Cont.

3

- City will reimburse CTCOG the difference between their dedicated \$25,000 amount and the total event cost.
- FY 2025 HHW Event had 476 cars from three counties.



# Household Hazardous Waste Event

4



Event will be held in the City of Killeen Special Events Center front parking lot. All materials are handled and transported by Clean Earth Environmental Services, a third-party company that specializes in hazardous waste disposal.

# HHW Acceptable Items

5

- Fluorescent Bulbs/Tubes
- Acids/Other Chemicals
- Antifreeze
- Petroleum Products
- Household Cleaners
- Used Oil
- Pesticides/Herbicides
- Paints
- Batteries

## Not Accepted

- Electronics
- Fire Alarms
- Smoke Detectors
- Explosives
- Pressurized Containers
- Tires

# Recommendation

6

- City Council authorize the City Manager, or designee, to execute an Interlocal Agreement between the City of Killeen and the Central Texas Council of Governments (CTCOG) for a \$25,000 grant to allow residents of seven (7) counties the opportunity to dispose of hazardous products.



# City of Killeen

## Staff Report

File Number: RS-26-007

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Consider a memorandum/resolution authorizing an Interlocal Agreement with the City of Harker Heights for the Household Hazardous Waste Event on April 11, 2026.

**DATE:** **January 6, 2026**

**TO:** **Kent Cagle, City Manager**

**FROM:** **Joseph Dudley III, Director of Solid Waste**

**SUBJECT:** **Interlocal Agreement with Harker Heights for a Household Hazardous Waste Event**

### **BACKGROUND AND FINDINGS:**

On May 3, 2025, the City of Killeen Recycling Operations Division hosted its annual Household Hazardous Waste (HHW) event, which offered residents a safe and legal means to dispose of a variety of hazardous materials commonly used in households. This includes caustic, corrosive, poisonous, and toxic substances. This event drew 476 participants from three counties (75% being from Killeen and Harker Heights).

The City of Killeen has a long-standing tradition of hosting HHW events, spanning more than a dozen years. Some of these events have been supported by the Central Texas Council of Governments (CTCOG), utilizing funds received from the Texas Commission on Environmental Quality, thereby opening the events to residents of all seven counties in the CTCOG region.

Recognizing the significant contributions of Harker Heights residents to last year's event, the City of Harker Heights has agreed to contribute \$5,000 in funding for the upcoming event on April 11, 2026. This partnership reflects the mutual commitment of both cities to providing safe disposal solutions for hazardous materials, fostering a cleaner and safer environment for the entire region.

### **THE ALTERNATIVES CONSIDERED:**

N/A

### **Which alternative is recommended? Why?**

N/A

### **CONFORMITY TO CITY POLICY:**

The City's Purchasing Manual recognizes the City Council's ability to approve interlocal agreements as authorized by Texas Government Code, Chapter 791, Interlocal Cooperation Contracts.

**FINANCIAL IMPACT:**

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

A \$5,000 contribution from Harker Heights will help offset a portion of the estimated \$55,000 budgeted for the event.

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

This is a one-time revenue.

**Is this revenue/expenditure budgeted?**

Yes, the expenses are available in the Solid Waste Fund Recycling budget in account 540-55200-400-411-000000

**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:**

City Council authorize the City Manager or his designee to execute an Interlocal Agreement between the City of Killeen and City of Harker Heights for a regional household hazardous waste event.

**DEPARTMENTAL CLEARANCES:**

Public Works  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Agreement  
Presentation

## INTERLOCAL COOPERATION AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BELL

§

This Interlocal Cooperation Agreement for Household Hazardous Waste Collection Events (“**Agreement**”) is entered into as of the date that the last required signature is affixed (“**Effective Date**”), by and between the City of Killeen (“**Killeen**”) and the City of Harker Heights (“**HH**”). Killeen and HH are each referred to individually in this Agreement as a “**Party**,” and collectively as the “**Parties**.”

### RECITALS

A. Killeen and HH will host a joint Household Hazardous Waste Collection (“**HHW**”) event on Saturday, April 11, 2026. The objective of the event is to reduce landfill waste, hazardous materials, and illegal dumping.

B. Killeen desires to invite HH to participate in our Central Texas Council of Governments (CTCOG) sponsored HHW event. The HHW event will be open to all residents in the CTCOG region. HH’s share of the event will be \$5,000, with Killeen and CTCOG covering the remaining costs of this event.

C. The date, time, and location of the HHW event in which HH participates, singularly referred to as the “**Event**”, will be scheduled by Killeen.

### AGREEMENT

Now, therefore, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Purpose and Authority.** The purpose of this Agreement is to facilitate the participation of residents of HH in a Killeen sponsored HHW Collection Event. This Agreement is authorized by the Parties’ broad and inherent authority as home-rule municipalities under Article 11, Section 5, of the Texas Constitution to promote the public health, safety, and general welfare of their respective residents. In addition, this Agreement is authorized by TEX. GOV’T. CODE Chapter 791, the “**Interlocal Cooperation Act**.”

2. **Term of Agreement.** The term of this Agreement shall be for six (6) months (“**Original Term**”).

3. **Payment.** Not later than three weeks after the Event for which HH notified Killeen that it would participate in or after each Event in which HH did participate, HH will pay Killeen the sum of \$5,000.00, representing HH’s full share of the cost of participating in the Event.

Killeen's share of the Event is the remaining cost. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

4. ***Event Changes.*** If the Event for which HH has notified Killeen that it will participate in must be postponed due to inclement weather or other unforeseen circumstances, the Parties will cooperate in good faith to re-schedule the Event as soon thereafter as reasonably practicable. Killeen will keep HH reasonably apprised of all material developments in the planning process, and will notify HH of any changes as soon as they are established.

5. ***Conduct of the Event.***

A. Killeen will be primarily responsible for conducting the Event, including furnishing the location, traffic control, equipment, and such personnel as may be necessary for the safe and orderly operation of the Event.

B. Within thirty (30) days after the Event, Killeen will provide HH with general collection statistics relating to the Event, including HH's approximate percentage of total participation, a general statement of the types and quantities of materials collected, and the approximate percentage of HH residents bringing each type of materials.

C. This Agreement does not establish a partnership between the Parties, and neither Party has the authority to bind the other to any debt, liability, obligation or other commitment.

6. ***Insurance; Claims.*** Each Party agrees to maintain its usual and customary liability insurance coverages during the Event. Each Party agrees to notify the other within one (1) business day of learning of any actual or potential accident or claim arising in connection with the Event.

7. ***Joint Obligations.*** The Parties mutually agree:

A. To cooperate in good faith in the planning and running of the Event, and not to unreasonably interfere with or delay the Event.

B. Not to unreasonably withhold, condition or delay any requested approval or consent made by a Party hereto.

C. To cooperate in defending any legal action instituted by a third party challenging (i) the validity of one or more provisions of this Agreement; (ii) the state and local legislation authorizing the Parties to enter into this Agreement; or (iii) any discretionary action and approvals of either Party pursuant to this Agreement.

D. To execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement, or to correct any defect, error or omission that may be discovered in this Agreement or any documents executed incidental to it.

8. **Dispute Resolution.** Any dispute between the Parties related to this Agreement that is not resolved through informal discussion may be submitted to a mutually acceptable mediation service or provider. The Parties to the mediation shall bear the mediation costs equally. Said mediation shall be non-binding, however, the Parties shall endeavor to resolve their disputes through this process in good faith. This paragraph does not preclude a Party from seeking equitable or other relief from a court of competent jurisdiction.

9. **Notice.** All notices under this Agreement shall be in writing, and (a) delivered personally to the person to whom the notice is to be given, (b) given by certified or registered mail, return receipt requested, or (c) given by e-mail or facsimile transmission. Notice given by mail shall be effective three (3) days (exclusive of Saturdays, Sundays and postal holidays) after the same is deposited in the United States Postal Service, properly post-paid and certified and addressed to the Party to be notified. Notice given by e-mail or facsimile transmission shall only be deemed received if the transmission thereof is confirmed and such notice is followed by written notice as provided in subparts (a) or (b) within three (3) business days following the e-mail or facsimile notice. Notice given in any other manner shall be effective only if and when actually delivered to the Party to be notified or at such Party's address for purposes of notice as set forth herein. A change in the notice address of any Party may be effected by serving written notice of such change and of such new address upon the other Party in the manner provided herein. Initially, notices shall be addressed as follows:

A. To HH:

Mr. Mark Hyde  
Harker Heights Municipal Building  
305 Miller's Crossing  
Harker Heights TX 76548  
mhyde@ci.harker-heights.tx.us

B. To Killeen:

Mr. Jeffery Reynolds  
City of Killeen  
P.O. Box 1329  
Killeen, TX 76540  
jreynolds@killeentexas.gov

10. **Miscellaneous.**

A. **Binding Effect.** This Agreement shall be binding on the Parties and their respective representatives, successors and permitted assigns.

B. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Agreement. Nothing herein shall be construed to waive or limit any defense or immunity available to either Party in response to any third party claim.

C. **Governing Law; Venue.** The Parties agree that this Agreement has been made in Texas and that it shall be governed by and construed pursuant to the laws of the State of Texas,

without regard to choice of law rules of any other jurisdiction. Venue for any action to construe or enforce this Agreement shall be in Bell County, Texas.

D. **Severability.** The provisions of this Agreement are severable. If a court or government agency of competent jurisdiction finds that any provision of this Agreement is unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the unenforceable provision as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would operate as an undue hardship on a Party, or constitute a substantial deviation from the general intent and purpose of such Parties as reflected in this Agreement.

E. **Interpretation.** Each Party has carefully read this entire Agreement, understands the meaning and effect of each and every provision contained herein, and acknowledges that it has relied on its own judgment in entering into this Agreement. Each Party executes this Agreement only after first having obtained, or having had the opportunity to obtain, competent legal advice. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders. The singular form shall include the plural when the context requires. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement. The terms "hereof," "hereunder" and "herein" shall refer to this Agreement as a whole, inclusive of all exhibits, except as otherwise expressly provided. This Agreement represents the result of extensive discussion between the Parties, and thus should not be construed strictly for or against either Party.

F. **Amendment.** The Parties agree that they may amend this Agreement only by a written agreement duly executed by persons authorized to execute agreements on behalf of the Parties.

G. **Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications between the Parties relating to the subject matter of this Agreement. The exhibits, attachments and addenda which are a part of this Agreement are: None.

CITY OF HARKER HEIGHTS

By:   
City Manager

Date: 11/26/20

CITY OF KILLEEN

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

ATTEST:

*Amber Paddie*

Asst. City Secretary

Date: 11-26-2025



ATTEST:

City Secretary

Date: \_\_\_\_\_



# HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT

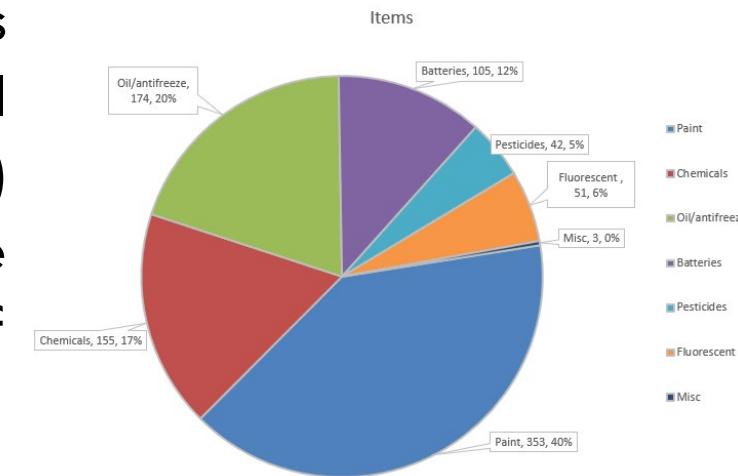
RS-26-007

January 6, 2026

# Background

2

- On May 3, 2025, City of Killeen, with Central Texas Council of Governments (CTCOG), hosted its annual Household Hazardous Waste (HHW) event; allowing residents in the CTCOG region to dispose of hazardous products in a safe manner.
  - Event drew 476 participants, 75% being from Killeen and Harker Heights.



# Background Cont.

3

- The City of Harker Heights has proposed an Interlocal Agreement with the City of Killeen to provide funding assistance in the amount of \$5,000 for the FY 2026 Household Hazardous Waste event.
  - Event to be held on Saturday, April 11, 2026, at the Special Events Center parking lot.
  - Additional funding will help cover operational and disposal costs.

# Household Hazardous Waste Event

4



Event will be held in the City of Killeen Special Events Center front parking lot. All materials are handled and transported by Clean Earth Environmental Services, a third-party company that specializes in hazardous waste material.

# Recommendation

5

- The City Council authorize the City Manager, or designee, to execute an Interlocal Agreement between the City of Killeen and the City of Harker Heights for a contribution of \$5,000 towards the FY 2026 Household Hazardous Waste event.



# City of Killeen

## Staff Report

File Number: RS-26-008

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Consider a memorandum/resolution authorizing City of Killeen officials to submit the grant application for the Fiscal Year 2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant and to accept any subsequently awarded grant.

**DATE:** **January 6, 2026**

**TO:** **Kent Cagle, City Manager**

**FROM:** **Pedro Lopez, Chief of Police**

**SUBJECT:** **FY 2026 Grant Application for Bullet Resistant Vehicle Components**

### **BACKGROUND AND FINDINGS:**

Policing is widely accepted as a dangerous profession, with research showing a high percentage of officers killed or injured in the line of duty suffering those injuries as a result of gun violence. This violence often occurs during ambush attacks, on traffic stops, and when interacting with people experiencing mental health crises. Recent examples in Killeen have underscored the reality of the risk officers face in the performance of their duties, to include the risk of firearm assaults while inside and nearby their police vehicles. Additional efforts are necessary to supplement the ballistic protection we provide our first responders in the field.

In FY 25-26, The Office of the Governor made available a one-year grant, for the purpose of installing bullet-resistant components in police vehicles. The Killeen Police Department would like to apply for it. If awarded, this grant will allow the Department to install bullet-resistant windshields, side windows and door panels in up to 50 vehicles. The vehicles identified to receive this protection are marked units assigned to officers engaged in traffic enforcement/investigation, violent crime interdiction, downtown law enforcement, and community engagement/ homeless outreach. The Office of the Governor requires a resolution authorizing the City Manager or Director of Finance to apply for the grant, and council approval is also required to accept any subsequent award.

In the event of loss or misuse of grant funds, the City agrees to return all funds to the Office of the Governor in full.

### **THE ALTERNATIVES CONSIDERED:**

None

### **Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

Conforms to City policy.

**FINANCIAL IMPACT:**

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

The grant period is March 1, 2026, through February 28, 2027. The total grant request is \$467,150, with no City match required.

**Is this a one-time or recurring expenditure?**

One-time expenditure.

**Is this expenditure budgeted?**

No.

**If not, where will the money come from?**

If the grant is awarded, a budget amendment will be required.

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

Upon Council approval of the associated budget amendment, both the grant revenue and the expenditure will be appropriated in the Police Department's Law Enforcement Grant Fund (Fund 270).

**RECOMMENDATION:**

Staff recommends that the City Council authorize the City Manager, or the Executive Director of Finance, to submit and modify or cancel as necessary the FY 2026 Bullet Resistant Vehicle Component grant application 5650701 from the Office of the Governor, and to accept or reject any subsequently awarded grant, including the authority to sign all necessary documents related to the grant.

In addition, staff recommends permitting the Police Department to administer all duties associated with the grant, under the oversight of the City's Finance Department.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Grant Application  
Presentation

[Print This Page](#)

**Agency Name:** Killeen, City of  
**Grant/App:** 5650701 **Start Date:** 3/1/2026 **End Date:** 2/28/2027

**Project Title:** FY 2026 Bullet Resistant  
**Status:** Pending Applicant Response

#### Eligibility Information

**Your organization's Texas Payee/Taxpayer ID Number:**  
17460015047001

#### Application Eligibility Certify:

Created on: 10/23/2025 3:21:35 PM By: Kira Gomez

#### Profile Information

**Applicant Agency Name:** Killeen, City of  
**Project Title:** FY 2026 Bullet Resistant  
**Division or Unit to Administer the Project:** City of Killeen Police Department  
**Address Line 1:** 101 N College St  
**Address Line 2:**  
**City/State/Zip:** Killeen Texas 76541-6105  
**Start Date:** 3/1/2026  
**End Date:** 2/28/2027

**Regional Council of Governments(COG) within the Project's Impact Area:** Central Texas Council of Governments  
**Headquarter County:** Bell  
**Counties within Project's Impact Area:** Bell

#### Grant Officials:

##### Authorized Official

**Name:** Judith Tangalin  
**Email:** jtangalin@killeentexas.gov  
**Address 1:** 802 N. 2nd Street  
**Address 1:**  
**City:** Killeen, Texas 76540  
**Phone:** 254-501-7743 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Executive Director of Finance

##### Financial Official

**Name:** Kira Gomez  
**Email:** KGomez@killeentexas.gov  
**Address 1:** 801 N 4th Street  
**Address 1:**  
**City:** Killeen, Texas 76541  
**Phone:** 254-501-7747 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Financial Analyst

#### Project Director

**Name:** ROBERT RUSH  
**Email:** rrush@killeentexas.gov  
**Address 1:** 3304 Community Blvd  
**Address 1:**  
**City:** KILLEEN, Texas 76542  
**Phone:** 254-501-8883 Other Phone: 254-462-5142  
**Fax:**  
**Title:** Mr.  
**Salutation:** Commander  
**Position:** Commander

#### Grant Writer

**Name:** ROBERT RUSH  
**Email:** rrush@killeentexas.gov  
**Address 1:** 3304 Community Blvd  
**Address 1:**

**City:** KILLEEN, Texas 76542**Phone:** 254-501-8883 Other Phone: 254-462-5142**Fax:****Title:** Mr.**Salutation:** Commander**Position:** Commander**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide services to all others**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460015047001**Unique Entity Identifier (UEI):** LKV2KLTN9M48**Narrative Information****Introduction**

The purpose of this funding is to provide grants to law enforcement agencies to equip motor vehicles used by peace officers with certain bullet-resistant components.

**Certifications**

In addition to the requirements found in existing statute and regulation, this program requires applicant organizations to certify compliance with the following:

**Constitutional Compliance**

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

**Cybersecurity Training Requirement**

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

**Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

**Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

**Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses**

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

### Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2026 or the end of the grant period, whichever is later.

### Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

**X I certify to all of the application content & requirements.**

### Project Abstract :

The goal will be to use grant funding to outfit as many marked police vehicles as we can afford (based on the awarded amount) with supplemental ballistic protection, including windshields, side windows, and door panels. The justification is evident based on existing data and the value of this degree of additional protection for officers cannot be overstated.

### Problem Statement :

The risk of serious injury/death to first responders, particularly as a result of assaults using firearms, is ever-present. As such, efforts to provide supplemental protection to enhance safety and mitigate this risk are also ongoing. Ambush attacks against first responders within the first few moments of arriving on scene and/or initiating a traffic stop have long represented a significant portion of line of duty injuries/deaths. Very often in these incidents, aggressors will shoot at responding police officers through the windshields, side windows and doors while they are still inside and vulnerable. Police vehicles generally provide limited ballistic protection against these attacks, particularly in and around the passenger compartment.

### Supporting Data :

FBI LEOKA data for from 2019-2024 reflects that, of police officers feloniously killed and/or injured while on duty, the majority happened as a result of firearm violence. Further, the majority of incidents involved officers performing a patrol function (uniformed officers operating a marked police vehicle). High proportions of victimized officers were engaged in traffic stops, vehicle pursuits, ambushed, and/or were responding to calls for service involving mental health crises. The data also shows that Texas consistently reported more officers injured than any other state except California, but had a higher raw number of officers injured by firearm violence than California. A large proportion of killed/injured officers were also shot in areas not typically protected by body armor (such as the head), underscoring the value of supplemental ballistic protection. This data supports the justification of providing supplemental ballistic protection beyond body armor for officers performing uniformed duties, particularly in specialized units where officers engage in a higher than average proportion of traffic contacts, mental health calls, and interdiction activities where subjects are known or believed to be armed with guns.

### Project Approach & Activities:

The approach is to secure sufficient grant funding to provide the ballistic vehicle armor to the Violent Crime Action Team (VCAT), Traffic Unit, and Community Engagement Unit, and such additional marked police cars as any additional funding allows. Additional grant funding in the future would allow us to continue this effort, armoring existing marked fleet units until 100% of the uniformed officers are protected. Future marked vehicle purchases would be budgeted to include this armor.

### Capacity & Capabilities:

The Killeen Police Department is a 270- sworn member agency, the largest municipal police department between Dallas and Austin and the largest city in Bell County. The department leads the county in annual calls for service, reports filed, and arrests. The City is unique in the number of critical incidents involving firearm violence that have impacted the community, from the Luby's incident in October 1991, to the Fort Hood shooting in November 2009, to a variety of thwarted terrorist attacks, to losing two officers in the line of duty due to firearm violence between 2013-2014. In terms of administrative capabilities, the Project Director will be the SID Commander (Currently CDR Robert Rush), and the Financial Analyst from the City of Killeen (currently Kira Gomez), will provide admin support for financial tracking. Implementation will be PD personnel in charge of the Department fleet (currently LT Frank Plowick).

### Performance Management :

Pending a grant award and acceptance by City staff, the department will coordinate with a vendor to upfit as many vehicles as we can afford based on the award amount. We will document communication and completion status with the vendor, and will consider the project complete when all vehicles identified have had the armor installed.

#### Target Group :

The target group will be uniformed officers, as this will enhance their protection as they perform their duties. Additionally, this will protect the community at large, giving officers precious time and a second chance to react to/neutralize a violent threat.

#### Evidence-Based Practices:

In prioritizing the initial vehicle recipients of this armor, we looked at units whose duties include a larger proportion of field work than others. The primary source of data for this research was FBI LEOKA statistics from 2019-2024. At the time of this grant application, year to date data for 2025 was not complete and as such was not factored in. Additionally, direct observations of the lifesaving potential for this armor were made as a result of a critical incident in October 2025, when a violent fugitive shot at pursuing officers and the ballistic protection in the car proved effective. We also hosted a demonstration of the ballistic protection capabilities of this type of armor and had a chance to see it perform well beyond what we would reasonably expect.

#### Project Activities Information

##### Introduction

##### Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

##### Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment and Technology	100.00	Purchase of ballistic armor and installation in marked police vehicles

#### CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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#### Measures Information

##### Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of police vehicles equipped with bullet-resistant components.	50

##### Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
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##### Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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## Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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**Resolution from Governing Body**

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

**Contract Compliance**

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

Yes  
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

**Lobbying**

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

Yes  
 No  
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

Yes  
 No  
 N/A

**Fiscal Year**

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2025

Enter the End Date [mm/dd/yyyy]:

9/30/2026

**Sources of Financial Support**

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

19027016

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

1472217

### Single Audit

Applicants who expend less than \$1,000,000 in federal grant funding or less than \$1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$1,000,000 or more, or state grant funding of \$1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:

Yes

No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

3/1/2025

### Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

I Certify

Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

### Fiscal Capability Information

#### Section 1: Organizational Information

\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\*

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

#### Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

Yes

No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

Yes

No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

Yes

No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### **Section 3: Financial Capability**

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

Yes

No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

Yes

No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

Yes

No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

### **Section 4: Budgetary Controls**

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

Yes

No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

Yes

No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

### **Section 5: Internal Controls**

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

Yes

No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

#### Budget Details Information

##### Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Equipment / Accessories for Law Enforcement Vehicle (purchased separately from vehicle)	Vendor will be Dana Safety Supply, Round Rock Texas. Cost breakdown per vehicle will be \$8143 in materials (ballistic glass, door panels, door reinforcement, and install kits), and \$1200, in labor costs for the installation. Request is to outfit 50 vehicles.	\$467,150.00	\$0.00	\$0.00	\$0.00	\$467,150.00	1

#### Source of Match Information

##### Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

##### Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

#### Budget Summary Information

##### Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$467,150.00	\$0.00	\$0.00	\$0.00	\$467,150.00

##### Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$467,150.00	\$0.00	\$0.00	\$0.00	\$467,150.00

## Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
<p>Resolution: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a resolution electronically using the 'Upload' function in the eGrants system. The <u>resolution</u> must contain the following:</p> <ul style="list-style-type: none"> <li>• Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested;</li> <li>• A commitment to provide all applicable matching funds;</li> <li>• A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and</li> <li>• A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG.</li> </ul>	11/18/2025 9:09:17 AM	Yes	No	
<p>Compliance with State and Federal Laws, Programs and Procedures: Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible grantees/applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code. Each local unit of government and institution of higher education that operates a law enforcement agency must download, complete and then return the <b><u>2026 CEO/Law Enforcement Certifications and Assurances Form</u></b> certifying compliance with federal and state immigration enforcement requirements.</p>	11/18/2025 9:11:11 AM	Yes	No	

You are logged in as **User Name:** KGomez



# BULLET RESISTANT VEHICLE GRANT

RS-26-008

January 6, 2026

# Bullet Resistant Vehicle Grant

2

- The purpose of the Bullet Resistant Vehicle Grant is to obtain funding for the acquisition and deployment of ballistic-enhanced police vehicles that provide increased protection for Killeen Police Department officers during high-risk operations.
- This grant will support the department's efforts to reduce officer vulnerability to gunfire, enhance tactical response capabilities, and improve overall operational safety in situations involving armed offenders, critical incidents, and violent crime trends within the community.
- The funded vehicles will serve as a critical resource to safeguard personnel, strengthen lifesaving response options, and ensure the department can effectively protect both officers and the public during dangerous encounters.

# Funding

3

- The Killeen Police Department is seeking approval from council to apply for a grant for FY 25-26, to purchase/install bullet-resistant vehicle components in police vehicles.
- The amount applied for will be \$467,150.
- This would allow the Department to outfit up to 50 police vehicles with bullet-resistant windshields, side windows, and door panels.
- No matching funds are required.

# Recommendation

4

- Staff recommends that the City Council authorize the City Manager, or the Executive Director of Finance, to apply for, accept, reject, modify, or terminate the FY 2026 Bullet Resistant Vehicle Component grant application from the Office of the Governor.
- This authorization includes the ability to sign all necessary documents related to the grant.



# City of Killeen

## Staff Report

File Number: RS-26-009

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Consider a memorandum/resolution authorizing the purchase of Personal Protective Equipment from North American Fire Equipment Company (NAFECO), in the amount of \$234,652.80.

**DATE:** January 6, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Jim Kubinski, Fire Chief

**SUBJECT:** Purchase of Personal Protective Equipment (PPE)

### **BACKGROUND AND FINDINGS:**

The Fire Department continues to follow our plan to replace 20% of our Personal Protective Equipment (PPE) every year to provide our firefighters with the safest equipment available and to stay in compliance with NFPA 1851 (National Fire Protection Association). Personal Protective Equipment (PPE) is the protective ensemble worn by firefighters which typically consists of the following garments: coat, trousers, boots, helmet, hood, and gloves. These items help protect firefighters in environments immediately dangerous to life or health. Industry standard establishes a usable lifespan for PPE of 5 years for front line use and 5 additional years as reserve or training gear. The fire department must replace PPE that has expired or has been damaged and cannot be repaired. The fire department purchases approximately 20% of our current PPE inventory for our personnel annually. Our current quote will replace 46 full sets of Structural PPE, as well as a few individual items to replace currently damaged equipment and bolster our reserve for single items that are damaged in the future. North American Fire Equipment Company (NAFECO) is an authorized distributor for Lion's First Responders PPE Inc. who manufactures our Structural PPE. These items of PPE will be purchased through the Lion's First Responders PPE Inc. Sourcewell contract #010424-LIO.

### **THE ALTERNATIVES CONSIDERED:**

N/A

### **Which alternative is recommended?**

N/A

### **CONFORMITY TO CITY POLICY:**

This purchase of Structural PPE will be made through North American Fire Equipment Company (NAFECO) and Sourcewell purchasing cooperative on contract #010424-LIO. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in the Texas Local Government Code 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?**

FY 2026 expenditure is \$234,652.80.

**Is this a one-time or recurring expenditure?**

This is a one-time purchase for this budget year.

**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, funding for PPE is available in the General Fund Fire Department account# 100-52150-250-252-000000.

**RECOMMENDATION:**

Authorize the City Manager, or his designee, to purchase Personal Protective Equipment from North American Fire Equipment Company (NAFECO) in the amount of \$234,652.80, through Lion's First Responders PPE Inc. Sourcewell contract #010424-LIO, 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:**

Purchasing  
Finance  
Fire

**ATTACHED SUPPORTING DOCUMENTS:**

Quote  
Contract

Contract Verification  
Certificate of Interested Parties  
Presentation



**NAFECO**

Mailing: P.O. Box 2928  
Physical: 2601 Beltline Road  
Decatur, AL 35602-2928  
(800) 628-6233  
[info@nafeco.com](mailto:info@nafeco.com)

**Quotation**

Q8525092380608

**Date:** 2025-09-23

**Expires:** 2025-10-23

**FOB:** Origin

Customer Number: KIL045  
Customer Information: CITY OF KILLEEN  
Address: 201 N. 28TH ST.  
KILLEEN, TX 76541

Attention: DALE OAKS  
Phone: (254)501-6632  
Email: [doaks@killeentexas.gov](mailto:doaks@killeentexas.gov)  
Prepared By: Kirby Prince

Qty	Item #	Description	Each	Total
46	CVFM/F	LION Turnout V-Force Coat Armor AP, 6.5 oz., Color: KHAKI, Trim: YELLOW ***INCLUDES ADDITION OF DEPT PATCH AND TEXAS REVERSE FLAG TO UPPER SLEEVES***	\$2,288.30	\$105,261.80
46	PVFM/F	LION Turnout V-Force Pant	\$1,591.40	\$73,204.40
46	9177-1	Boston Leather Suspender, Snap On Loop, Plain, Black, Regular	\$77.60	\$3,569.60
50	LFH7111S-21	LION American Honor Helmet ESS Goggles, Black	\$335.25	\$16,762.50
50	804-6369-115M	Thorogood QR14 Leather Boot, 14", NFPA Structural, Sz: 115M	\$366.89	\$18,344.50
50	8180-L	Hexarmor Firearmor SR-X Gauntlet Glove, Size L, 76N	\$103.00	\$5,150.00
100	HD395142	Lion RedZone Particulate Blocking Hood, NFPA, Black	\$123.10	\$12,310.00
1	#010424-LIO	SOURCEWELL	\$0.00	\$0.00
Subtotal				\$234,602.80
Freight				\$50.00
Total				\$234,652.80

*tax to be determined*

**Thank you for your business!**

**NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.**

**If you have any questions concerning this quote, please call our number listed above.**

**Visit Us On The Internet At: [nafeco.com](http://nafeco.com)**

**Solicitation Number: RFP #010424****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and LION First Responder PPE, Inc., 7200 Poe Avenue, Suite 400, Dayton, OH 45414 (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 Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 March 27, 2028, 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. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price 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. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

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

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;

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

A fully executed Sourcewell Price and Product 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 access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

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

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.

**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, 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 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.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and 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 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 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, arising out of 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.

## **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 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. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to 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 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 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.

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.

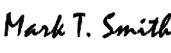
## 22. CANCELLATION

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

DocuSigned by:  
  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/26/2024 | 11:35 AM CDT

LION First Responder PPE, Inc.

DocuSigned by:  
  
By: \_\_\_\_\_  
Mark T. Smith  
Title: President LION Americas  
Date: 3/26/2024 | 11:16 AM CDT

# RFP 010424 - Firefighting PPE and Related Equipment Cleaning

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## Vendor Details

Company Name: LION First Responder PPE

Does your company conduct business under any other name? If yes, please state: LION

7200 Poe Avenue

Address: Dayton, OH 45414

Contact: Melissa Kirk

Email: mkirk@lionprotects.com

Phone: 937-266-0869

Fax: 937-415-0869

HST#: 47-1845529

## Submission Details

Created On: Wednesday November 29, 2023 14:37:26

Submitted On: Wednesday January 03, 2024 14:16:58

Submitted By: Melissa Kirk

Email: mkirk@lionprotects.com

Transaction #: 2031f132-8d6c-4ae7-8577-55ddee9c4c6

Submitter's IP Address: 144.121.190.195

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## 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")	LION First Responder PPE, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	LION, LION Group, Inc., LION First Responder PPE, Inc., LION TotalCare, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LION, LION Group, Inc., LION First Responder PPE, Inc., LION TotalCare, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	"LION Group Cage Code - 7FGF3, SAM - NCD6J71YMAQ5 LION First Responder PPE Cage Code - 7GLA7, SAM - CQ1EXX7T3KB9"
5	Proposer Physical Address:	7200 Poe Avenue, Suite 400, Dayton, Ohio 45414
6	Proposer website address (or addresses):	<a href="http://www.lionprotects.com">www.lionprotects.com</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark T. Smith President, LION Americas 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 513-535-7549
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melissa Kirk Distribution Sales Manager 7200 Poe Avenue Dayton, Ohio 45414 <a href="mailto:mkirk@lionprotect.com">mkirk@lionprotect.com</a> 937-266-0869
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stefanie Theodor Sales Coordinator 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 <a href="mailto:stheodor@lionprotects.com">stheodor@lionprotects.com</a> 937-415-2935

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>LION is a family owned, global business headquartered in Dayton, Ohio, that has been operating continuously since 1898. That stable family ownership means that we take the long-term approach to investment in the best people, new technology and systems. We are committed to covering first responders before, during and after the fire.</p> <p>Our LION brand is part of a larger organization called LION Group, Inc. that consists of three divisions:</p> <p>LION Americas, LION Europe, Middle East &amp; Asia and LVI (LION-Vallen Industries, a joint venture that specializes in military and government supply chain solutions).</p> <p>We provide products, training or maintenance to nearly every major fire department in the United States. In firefighter turnout gear alone, we serve 7 of the 10 largest fire departments in the U.S., and 25 of the top 50.</p> <p>LION just recently celebrated 125 years of service.</p> <p>Please watch our celebration video to experience our company culture.</p> <p>LION: CELEBRATING 125 YEARS OF SERVICE (<a href="https://www.youtube.com/watch?v=Zcl1JcSN3w">youtube.com</a>) <a href="https://www.youtube.com/watch?v=Zcl1JcSN3w">https://www.youtube.com/watch?v=Zcl1JcSN3w</a></p> <p>LION makes the gear emergency service providers, civilian responders and militaries need to stay safe in the line of duty. We got our start at the end of the 19th century as a dry goods store in Dayton, Ohio. By 1941, we had received a commendation from Army Air Force Commanding General "Hap" Arnold, saluting the company for "outstanding services rendered to your government" after supplying the Army Air Force with electrically heated flying suits during World War II. Over</p>

	<p>the next two decades, we opened regional warehouses and had started operating in the firefighter station uniform market.</p> <p>In 1970, we moved into the firefighter turnout business – and we have never looked back. We actually coined the term "StationWear" and were the first company to develop digital training technology for the firefighting market. Today, we continue to deliver innovative, patented technology to the fire service market. We have a dedicated research and development staff that works with fire departments to generate (and evaluate) new product ideas. Real end users collaborate with us on wear trials and focus groups so we can deliver solutions that work for actual first responders like you.</p> <p><b>THE LION STORY</b></p> <p>LION is big enough to deliver on the largest contracts but small enough to care that every emergency responder and firefighter that uses our equipment gets the features they need to be safe and successful on every call. LION is the largest provider of training equipment and facilities for first responders, having built the last three largest first responder training facilities in the world. We also have a dedicated in house research and development team to understand the best solutions you need. We are Ready For Action. Before. During. And after.</p> <p><b>LION MISSION</b></p> <p>Each and every day we fulfill the personal safety, readiness, and identity needs of our customers worldwide. Our purpose is to keep first responders ready for action.</p> <p><b>LION CULTURE</b></p> <p>While remaining a family business, we have the organizational and financial resources to execute some of the largest uniform, personal equipment management, and training projects in the world, as well as the flexibility to tailor them to our customers' expectations. Our solutions are not "cookie cutter" ones. They are as individual and unique as your organization – and they are advanced. LION is the only company in the world in our industry with dedicated staff working on fundamental research, not gimmicks.</p> <p><b>LION CORE BELIEFS</b></p> <p>LION Leadership expects department leaders, employees and distribution partners to provide examples of living these core beliefs through their actions and service to our customers.</p> <p><b>Doing What We Promise</b></p> <p>We seek to do business with stakeholders who share our commitment to honesty, transparency, candor, and fun, as well as to action consistent with our core values — like us, they strive to win with integrity.</p> <p><b>Learning From Everything and Everyone</b></p> <p>We value curiosity and strong personal initiative in the pursuit of understanding our customers' needs and exceeding them.</p> <p><b>Respecting All People</b></p> <p>We harness diverse points of view and even conflict as useful sources of learning, innovation, and continuous improvement.</p> <p><b>Collaborating To Deliver Solutions</b></p> <p>We use teamwork and a commitment to do whatever it takes to deliver solutions. This is what fuels our operational excellence. Lasting internal and external partnerships based on trust, mutual respect, and collaboration are at the heart of Lion's success.</p> <p><b>Expecting Nothing Short of Excellence</b></p> <p>We understand that exceeding our customers' expectations demands leadership, diligent planning, skillful organizing, rapid decision making, training, and having the right tools — this is how we consistently and reliably achieve flawless execution.</p> <p><b>Being Good Corporate Citizens</b></p> <p>We extend our sense of leadership to the global communities in which we live and work — we are privileged to give back to those that give so much to us.</p>
11	What are your company's expectations in the event of an award?
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.
13	What is your US market share for the solutions that you are proposing?
14	What is your Canadian market share for the solutions that you are proposing?
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>LION is best described as a Manufacturer.</p> <p>LION sells through a network of Distribution Partners to deliver products and services. Distribution Partners are authorized annually through a Letter of Authorization. Distribution Partners invest in the partnership by employing Distribution Sales Representatives, investing in LION product for demonstration and attending LION University for product and process education.</p>
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.	LION holds several licenses from supply chain partners to manufacture products and utilize their branding on the product (ex: WL Gore and Associates, DuPont, PBI)
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	<p>LION holds the following certifications for various products in our product offering.</p> <p>NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting 29 CFR 1910, 1030 and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements</p> <p>LION Product Offering: Various models of the following: Structural turnout coats, pants and coveralls. Proximity coats and pants. Structural gloves. Structural boots. Particulate blocking hoods. Structural helmets Proximity helmets</p> <p>NFPA 1951, Standard on Protective Ensembles for Technical Rescue</p> <p>LION Product Offering: TR51 coat and pants. Certified to the optional blood borne pathogen protection requirements. Versa Pro coat and pants. Single layer meeting base requirements.</p> <p>NFPA 1977, Standard on Protective Clothing and Equipment for Wildland Fire Fighting and Urban Interface Fire Fighting</p> <p>LION Product Offering: Versa Pro coat and pant</p> <p>NFPA 1999, Standard on Protective Clothing and Ensembles for Emergency Medical Operations 29 CFR 1910, 1030 and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements</p> <p>LION Product Offering: TR51 coat and pants MedPro coat and pants MedPro High Vis also certified to ANSI 107 Bravo Multiple Use Glove</p> <p>NFPA 1975, Standard on Emergency Services Work Apparel</p> <p>LION Product Offering: Several styles of station work uniforms. Shirts and pants.</p> <p>NFPA 2500, Standard for Operations and Training for Technical Search and Rescue Incidents and Life Safety Rope and Equipment for Emergency Services (formerly NFPA 1983)</p> <p>LION Product Offering: Several models of Class II harnesses integrated with Structural Fire Fighting Pants</p> <p>NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies</p> <p>LION Product Offering: Several models of MT-94 Several models of ERS</p>

	<p>NFPA 1994, Standard on Protective Ensembles for First Responders to Hazardous Materials Emergencies and CBRN Terrorism Incidents</p> <p>LION Product Offering: Several models of MT-94 – Class 2 Several models of ERS – Class 3</p>
	<p>NFPA 1851, Standard on Selection, Care and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting</p> <p>LION Service Offering: Verified ISP for Cleaning, Inspection and Repair in 7 locations around the country. Verified for all fabric and moisture barriers.</p>
	<p>Provide training modules for fire departments compliance with 1851.</p>
	<p>NFPA 1855 Standard on Selection, Care and Maintenance of Protective Ensembles for Technical Rescue</p> <p>LION Service Offering: Verified ISP for Cleaning, Inspection and Repair in 7 locations around the country. Verified for all fabric and moisture barriers.</p>
	<p>NFPA 1500, Standard on Fire Department Occupational Safety, Health, and Wellness Lion Fire Academy offers online training to various portions of NFPA 1500.</p>
	<p>NFPA 1001, Standard for Fire Fighter Professional Qualifications Several staff members hold Professional Qualifications certifications.</p>
	<p>NFPA 1402, Standard on Facilities for Fire Training and Associated Props</p> <p>LION Product Offering: Live fire and digital training props and facilities</p>
	<p>NFPA 1403, Standard on Live Fire Training Evolutions</p> <p>LION Product Offering: Live fire training props</p>
	<p>OSHA 2254, Training Requirements in OSHA Standards Various products to support the training requirements in OSHA 2254</p>
	<p>ISO 9001, Quality Management Systems – Requirements All facilities producing PPE to NFPA standards are covered under LION's ISO 9001 registration (including subcontractors)</p>
	<p>CTPAT: Customs Trade Partnership Against Terrorism Certified partner</p> <p>LION has Representation on the following committees acting as principal and alternate voting members. Our members are active participants on each committee providing input on requirements of the various standards.</p> <p>Fire Service Occupational Safety (NFPA 1500, NFPA 1550, NFPA 1521, NFPA 1561) Fire Service Training (NFPA 1407, NFPA 13E, NFPA 1410, NFPA 1404, NFPA 1408, NFPA 1401, NFPA 1400, NFPA 1451, NFPA 1403, NFPA 1405) Emergency Responders Occupational Health (NFPA 1584, NFPA 1583, NFPA 1582, NFPA 1581, NFPA 1585, NFPA 1580) Facilities for Fire Training and Associated Props (NFPA 1400, NFPA 1402) Hazardous Materials Protective Clothing and Equipment (NFPA 1990, NFPA 1991, NFPA 1992, NFPA 1994, NFPA 1891) Special Operations Protective Clothing and Equipment (NFPA 1975, NFPA 1983, NFPA 1953, NFPA 1951, NFPA 1952, NFPA 2500, NFPA 1855, NFPA 1950, NFPA 1955, NFPA 1858, NFPA 1857) Structural and Proximity Firefighting Protective Clothing and Equipment (NFPA 1971, NFPA 1851, NFPA 1970, NFPA 1850) Emergency Medical Services Protective Clothing and Equipment (NFPA 1999, NFPA 1950) Fire and Emergency Services Protective Clothing and Equipment (correlating committee for PPE standards) ASTM F23 Committee on Personal Protective Clothing and Equipment (Karen Lehtonen – former Chair) ASTM E54 Committee on Homeland Security Applications</p>

19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspensions or debarment apply to LION.
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**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
20	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>RedZone Contaminant Control Package</p> <p>LION remains the only manufacturer to offer a set of features in turnout gear that is verified by a third-party (UL) to show no ingress at turnout coat, pant, glove, boot interfaces and closures.</p> <p>In conjunction with Department of Homeland Security (DHS) Science and Technology Directorate (S&amp;T) and in partnership with the North Carolina State University Textile Protection and Comfort Center (TPACC), LION developed a structural turnout with enhanced protection from hazardous particulates contained in smoke and soot that may infiltrate the ensemble interfaces, the Redzone Contaminant Control Package.</p> <p>The particulate blocking ensemble:</p> <ul style="list-style-type: none"> <li>Blocks particulate ingress at key interface areas (turnout coat, pant, glove boot interfaces and closures) as confirmed by the Particle Inward Leakage Test (section 7.20.1.1 NFPA 1971, 2018 Ed) and shows less than 1 microgram exposure over the entire ensemble</li> </ul> <p>"Laboratory tests, including tests to determine vapor infiltration and fluorescent particle tests, were critical to demonstrating that both approaches prevent smoke and particulates from reaching the firefighter's skin, protecting them from hazardous vapors and materials. In addition, testing using TPACC's PyroMan® and physiological manikins proved the new approaches offer improved flashfire protection and similar comfort level when compared to standard turnout gear." – DHS FACT SHEET</p> <p>DHS PRESS RELEASE (Nov 1, 2017) - New Turnout Ensemble Aims to Reduce Firefighter Cancer Risk "We worked with TPACC and LION to develop turnout ensemble garments that afford firefighters the same level of fit, functionality and comfort as their existing turnout gear with added protection from particulate infiltration at garment interfaces."</p> <p>DHS FACT SHEET (Oct 6, 2017) - Smoke and Particulate Resistant Structural Turnout Ensemble Fact Sheet "By reducing the potential for chronic dermal exposures to toxic fireground compounds, over time this ensemble and the technologies developed during this research will help to improve the well-being and safety of firefighters."</p> <p><a href="https://verify.ul.com/verifications/237">https://verify.ul.com/verifications/237</a></p>
21	What percentage of your sales are to the governmental sector in the past three years	LION sells personal protective equipment through a distribution network. Approximately 5% would be a direct sale to LION..
22	What percentage of your sales are to the education sector in the past three years	LION sells personal protective equipment through a distribution network. All documented education sales would be represented in Distribution Partner sales and not direct with LION.
23	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?	NY State Contract = Approximately \$7M NJ State Contract = Approximately \$3M NPP = Approximately \$12M
24	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?	LION does not hold a GSA contract. LION Distribution Partners hold a GSA contract that represent the entire LION portfolio of products and services.

**Table 4: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Phoenix	Captain Scott Kalkbrenner Scott.Kalkbrenner@phoenix.gov  Antonio Locascio "Nino" Nino.Locascio@phoenix.gov	602-339-0549  602-380-3003
Atlanta Fire Department	Asst Chief Chad Thomas CDThomas@AtlantaGa.gov	404-546-7000
Indianapolis Fire Department	Battalion Chief Rich Cook richard.cook@indy.gov	317-327-6041

**Table 5: Top Five Government or Education Customers**

**Line Item 26.** 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 *
W S Darley & Co	Government	Illinois - IL	NAVY 2K	\$250,000	\$852,883
Noble Supply & Logistics LLC	Government	Massachusetts - MA	CBRN - Chemical, biological, radiological and nuclear defense products.	\$800,000	\$2,608,312
Federal Resources	Government	Virginia - VA	CBRN - Chemical, biological, radiological and nuclear defense products.	\$2,500,000	\$15,020,383
Tom Smith Fire	Government	Florida - FL	Personal Protective Products	\$1,500,000	\$5,171,388
Safeware	Government	Maryland - MD	Personal Protective Products	\$1,000,000	\$3,655,464

**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 *
27	Sales force.	<p>The LION Sales Team 41 field sales team members that include strategic account directors, metro account managers, distribution sales managers, category sales managers and strategic distribution managers supporting the United States, Canada and Latin America for the entire LION product portfolio.</p> <p>Strategic Account Managers – Focused on fostering relationships, education, sales support and opportunity management for a specific set of accounts.</p> <p>Category Sales Managers – Subject matter expert for products within category. Supports the field sales team with product knowledge, demonstrations, sales presentations, identifying industry innovation needs and sales goal achievement.</p> <p>Metro Account Managers – Works in tandem with Distribution Sales Manager. Focused on fostering relationships, education and managing opportunities for departments with more than 150 members.</p> <p>Distribution Sales Managers – Works in tandem with Metro Account Manager. Focused on relationship with LION Distribution Partners to include fostering core beliefs, education, relationship, field sales support, opportunity management and sales goal achievement.</p>
28	Dealer network or other distribution methods.	<p>Dealer Network. LION partners with over 200 Distribution Partners. These Distribution Partners employ thousands of Distribution Sales Representatives across the United States, Canada and Latin America that are in field promoting the entire LION portfolio of products and services.</p>
29	Service force.	<p>LION TotalCare offers care and maintenance of PPE (personal protective equipment). LION operates seven (7) LION Total Care Market Centers located in Atlanta, Boston, Chicago, Dallas, Denver, Houston and Wilmington. LION TotalCare offers services that can help extend the life of gear such as cleaning, repair and routine maintenance programs. LION TotalCare also offers a rental gear program.</p> <p>The Denver location offers an exclusive carbon dioxide (CO2) contaminant cleaning technology. See attachment for additional details on CO2.</p>
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Orders are placed with a LION Distribution Partner. The order is placed by the end user customer with the Distribution Partner with the Sourcewell Member ID identified on their purchase order. The distribution partner purchase order is placed with LION, also including the Sourcewell member ID. When LION enters the order, the Sourcewell member ID is documented in a specific field used for utilization reporting.</p>
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>LION has a Customer Sales and Support Team located in Dayton, Ohio and Albany, NY. The Customer Support Team consists of regional representatives for Order Entry and Sales Coordination. This team enters orders for all product lines, provides support on warranty claims, product and delivery questions and works in conjunction with the LION Distribution Sales Manager and Distribution Partner. Customer Support and Order Support inquiries are managed through our Customer Relationship Manager (CRM). Each inquiry is assigned a case number and directed to a regional representative. Cases are responded to within 24 hours. Order status and scheduled ship dates are available through an online portal available to LION Authorized Distribution Partners.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	LION will provide products and services to Sourcewell participating entities in the United States.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	LION will provide products and services to Sourcewell participating entities in Canada.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Products and Services are available in all geographic areas of the US and Canada
35	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?	There are no identified restrictions.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no identified restrictions LION's policy for shipments to Hawaii are to ship via 2 day air or ocean depending on size of shipment. LION's policy for shipments to Alaska is ship via a freight forwarder and covers freight within the contiguous states.</p>

**Table 7: Marketing Plan**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>By looking at the immediate and long-term risks, LION is actively working on advocating and developing products and services that protect the health of those that protect our communities. When those products and services are ready, we work to promote them and drive revenue and profitable share growth for our company and for our partners.</p> <p>Our areas of strengths/marketing strategy include the following:</p> <p>LION Core Values &amp; Commitment to Service          Team Structure &amp; Support          Methodical Approach to Business          Market Analysis          Customer Segmentation          New Product Launch Plans          Meaningful Product Differentiation          Brand Building          Metro Support          Distribution Support          LION University          End-User Outreach          Press Releases &amp; Press Coverage          Metro Sponsorships          Customer Education &amp; Awareness Campaigns          Trade Shows          Collateral Development          Print &amp; Digital Advertising          Industry Supplements          Videography          Digital Platforms (Website, LION Fire Academy)          Social Media</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>LION uses multiple social media platforms, maintains an informative website, employs a robust SEO strategy, and advertises digitally. LION also has access to reporting capabilities on our sales information and uses public information databases to understand market potential and opportunity to drive marketing plans and sale strategies.</p> <p>LION utilizes a YouTube Channel to share product information and demonstrations with our Distribution Partners and End User Customers. <a href="https://www.youtube.com/@lionconnects/featured">https://www.youtube.com/@lionconnects/featured</a></p>
39	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?	The Sourcewell partnership will be incorporated into every distribution partner training and LION presentation as a purchasing avenue for LION Products. A shared resource site has been established to constantly share updated information with the field sales team and distribution partners. Field Team Members and Distribution Partners are encouraged to participate in Sourcewell Education and Engagement events.
40	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.	Since LION sells through distribution, an e-procurement ordering process is not established directly with LION. Many LION Distribution Partners do have an established e-procurement process for all sectors that utilize personal protective products.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>LION University is a unique meeting space that is designed for meetings and class room style education. The space showcases our brand by displaying garments worn by our top customers, our product offering and technology for demonstration and presentation. LION has developed a platform for Distribution Partners that provides a dynamic and engaging environment for education on all of LION's products and sales development.</p> <p>LION Fire Academy has been LION's flagship platform for providing comprehensive online training to fire department members, including fire students and active firefighters. Our mission is to empower them with the knowledge and skills needed to ensure the highest standards in PPE maintenance, cleaning, inspection, and repair according to NFPA 1851 2020 edition.</p> <p><a href="https://www.lionprotects.com/fireacademy">https://www.lionprotects.com/fireacademy</a></p>
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	LION is the only company in our industry that has a dedicated research and development team. LION currently has more than 35 patents on technologies as diverse as materials and pattern design.
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Montgomery County Green Building Certification. This certification is a globally recognized symbol of sustainability achievement, and it is backed by an entire industry of committed organizations and individuals paving the way for market transformation.</p>
44	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.	<ol style="list-style-type: none"> <li>1. We strive to cut wasteful energy usage by replacing inefficient lighting with LED lighting in all of our primary manufacturing buildings and corporate offices by the end of 2025. This process is over 50% completed. Since 2015, LION's Dayton corporate headquarters has used LED lighting, leading to a reduction in annual environmental impact of at least 454,539.76 lbs of Carbon Dioxide, 3,765.64 lbs of Sulfer Dioxide, and 1,842.88 lbs of Nitrogen Dioxide. In 2019, Lion completed the installation of renewable energy solar PV panels and LED lighting in its West Liberty manufacturing factory. Beattyville facility and Dayton Janney Road facility have 100% LED lighting as of September 2021. Hazel Green conversion to LED lighting is planned for 2024. We have a goal to have 50% of all energy at corporate headquarters, Hazel Green facility and the Dayton manufacturing facility using renewable energy by 2028.</li> <li>2. We do not sell products that could have a harmful effect on human health and the environment.</li> <li>3. We do not use manufacturing processes that release harmful pollutants or toxic materials.</li> <li>4. We educate our employees on practical efforts to avoid wasteful uses of energy. <ul style="list-style-type: none"> <li>a. We have installed motion detectors at Hazel Green Distribution Center and at our Dayton corporate headquarters.</li> <li>b. We review shipping and logistics methods to use the most efficient shipping routes to save fuel.</li> <li>c. We have a recycling program at the Dayton corporate headquarters with a goal for expansion to other facilities by the end of 2020. All new employees receive a handout on what can and cannot be recycled.</li> <li>d. At the Dayton corporate headquarters, LION employees have recycling bins available to increase the amount of paper that is recycled. Confidential documents are shredded by Royal Document Destruction, which recycles the paper.</li> </ul> </li> <li>5. We strive to minimize material waste. <ul style="list-style-type: none"> <li>a. We strive to introduce efficiencies in the use of materials in order to reduce to the highest extent possible the generation of wastes.</li> <li>b. Lion has a program to recycle used turnout gear through the Lion Ready for Action Foundation. We have already delivered more than 1000 sets of used reconditioned gear to fire departments in third world countries.</li> </ul> </li> <li>6. We have engaged in R&amp;D efforts with potential suppliers to develop sustainable raw materials to replace hydrocarbon-based petroleum products as the basic raw material in certain products.</li> <li>7. In 2018 we installed a new Elkay Water Drinking System in the Dayton corporate headquarters to increase the use of re-usable water bottles and reduce plastic waste.</li> <li>8. Lion's Dayton corporate headquarters has been certified in 2015-2021 as a Green Business by the Dayton Regional Green Initiative (DRG3).</li> <li>9. Lion complies with all environmental laws and regulations in the locations where we operate.</li> </ol>
45	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.	LION is deemed a large business. WMBE, SBE or Veteran Owned do not apply.
46	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?	As a result of our commitment to research based design and innovation, LION has been awarded mutliple patents for PPE and training products that prepare first responders for fire events. Our dedicated Research and Development Staff works with fire departments to generate and evaluate new product innovations. LION holds an annual Personal Protection Council (PPC) focusing on fire service trends and industry needs. LION also partners with several industry non-profits and thought leaders addressing firefighter challenges like the Firefighter Cancer Support Network and National Firefighters Foundation.

**Table 9A: 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 *
47	Do your warranties cover all products, parts, and labor?	<p>LION warrants that its firefighter and emergency responder products meet all applicable NFPA standards in effect at the time of their manufacture and further warrants that such products are free during their useful life from any defect in workmanship or any material defect. Conditions of use are outside the control of LION. It is the responsibility of the user to inspect and maintain the products to assure they remain fit for their intended purpose. In order to maximize the useful life of these products and maintain the warranty, the products are to be used only by appropriately trained personnel following proper firefighting or emergency response techniques and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions. Failure to do so will void the warranty. EXCEPT AS SET FORTH ABOVE, LION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. Under the above warranties, LION will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the purchaser's sole remedy and LION will not be responsible for any incidental, consequential, or other damages based upon or arising in any way from any breach of the warranties contained herein or the purchaser's use of such product. These warranty obligations apply only to any product, part, or component which is returned with prior authorization and proof of purchase, and which LION agrees to be defective as covered by this warranty. The word "product" includes the product itself and any parts or labor furnished by LION with the sales, delivery, or servicing of the product. USEFUL LIFE: The period of time that NFPA 1971 Compliant Structural Firefighter Garments, which have been properly cared for, can be expected to provide reasonable limited protection. Useful life can be as long as 7 to 10 years if Garments have been subject to relatively lower levels of wear and tear and have been consistently maintained in a regular cleaning and maintenance program and stored properly. Useful life of Garments can be as little as 3 to 5 years with heavy wear and tear or improper maintenance and/or storage. In compliance with NFPA 1851, Garments or Garment elements must be retired no more than 10 years from the date of manufacture. A Garment should be retired when the costs of repair would exceed 50% of the replacement cost. DEFECTS IN WORKMANSHIP AND MATERIALS: Defects in Workmanship and Materials means poorly manufactured items including seams, stitching, or components (for example, loose or broken seams; zippers or snaps that fall off or do not function properly); and fabrics or barriers which have such flaws as holes, uneven spots, weak areas, pilling, or other flaws caused by irregularities in their manufacture.</p>
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>EXCEPTIONS TO LIMITED WARRANTY This limited warranty does not cover the following items after receipt of product by end user:</p> <ul style="list-style-type: none"> <li>A. Claims made after 60 days from the date of shipment for damage to materials;</li> <li>B. Damage or color change from exposure of materials to direct or indirect sunlight or fluorescent light;</li> <li>C. Shade variations among textiles used or shade changes to fabrics caused by wear and tear and/or washing;</li> <li>D. Color loss due to abrasion (creases, folds, pleats, edges, collar points, etc.);</li> <li>E. Damage caused by improper washing, decontamination, disinfecting or maintenance (for example, use of chlorine or petrochemicals to clean);</li> <li>F. Damage caused by repair work not performed to factory specification;</li> <li>G. Damage from routine exposure to common hazards which may cause rips, tears, burn damage, or abrasion;</li> <li>H. Loss of retroreflectivity of reflective trim due to normal wear or heat exposure;</li> <li>I. Detachment of reflective trim due to thread abrasion or heat exposure;</li> <li>J. Replacement of zippers or closures worn partially sealed, or damaged by heavy wear and tear;</li> <li>K. Loss of buttons, snaps, or cuff hem seams</li> </ul>
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>It is most common for Personal Protective Equipment to be returned to a LION facility for repair. In the event, the repair is the result of a LION manufacturing/order entry error or Distributor error, the shipment of the garments is covered by LION or Distribution Partner.</p> <p>LION does offer a warranty that allows for onsite repairs and technician travel for LION Training Products, offered under a separate Sourcewell contract.</p>
50	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?	LION offers warranty repair throughout the US and Canada through a LION TotalCare Market Center or LION Authorized ISP.
51	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?	LION coordinates warranty coverage when returns are necessary due to an upstream supplier issue.

52	What are your proposed exchange and return programs and policies?	<p>RETURNS</p> <p>a. The Customer must contact Supplier Customer Support within forty-five (45) days of receipt of shipment to receive a Return Authorization Number. All returns received without a Return Authorization Number will be held up for processing. Except for defective items:</p> <ul style="list-style-type: none"> <li>i. Products that have been worn, laundered, altered or soiled are non- returnable;</li> <li>ii. Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable;</li> <li>iii. Custom manufactured, custom sizes, made-to-order and special cut products are non-returnable;</li> <li>iv. Products that have been discontinued or redesigned are non-returnable;</li> <li>v. Boots that have been worn are non-returnable;</li> <li>vi. CBRN products are non-returnable.</li> </ul> <p>b. Returns must have prior approval from Supplier and marking instructions. Supplier will not accept goods returned without its written permission.</p> <p>c. Return of stock goods are subject to a fifteen percent (15%) restocking fee.</p> <p>d. Custom made-to-order products are not returnable.</p>
53	Describe any service contract options for the items included in your proposal.	<p>LION offer programs to extend the life of personal protective equipment. Customers can choose from a customized program specific to the departments operating procedure or from a LION Standard program.</p> <p>Programs include:</p> <p>LION Stay Safe which includes annual advanced cleaning and inspection, repairs covered under warranty or caused by wear and tear, NFPA 1851 documentation and free shipping.</p> <p>1851 Ready includes two advanced cleanings and inspections, itemized repairs, priority scheduling, free shipping and NFPA1851 reporting.</p>

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
54	Describe any performance standards or guarantees that apply to your services	The LION Sales and Service team have implemented KPI's related to both Order Entry and Customer Support relative to order entry lead time, error rates, quote generation, return authorization response time and general inquiry response time. Our team members are held accountable for meeting these performance standards as individuals and as a team. See attached.
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>LION Manufacturing is measured and held account to KPI's relative to Safety, Lost Time Injuries, Manufacturing lead time, labor and overhead variances and total units produced.</p> <p>LION TotalCare has KPI's relative to gear repair turn times, piece volume moved through each individual facility and quality standard checks.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	Net 30
57	Describe any leasing or financing options available for use by educational or governmental entities.	LION can offer leasing through a 3rd party leasing partner.
58	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.	Distribution Partner purchase orders are submitted to a LION email that is specific to order support and then distributed for entry by region. The Sourcewell Member ID is included on the purchase order. The LION Order Entry Team Member includes the Sourcewell Member ID in a specific field when entering the order. This information can be verified by a Distribution Partner document that tracks Sourcewell sales as well as opportunities identified in the LION CRM. This information is used to generate a quarterly utilization report and administrative fee payment.
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, LION will accept p-card procurement at no additional cost.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	A set percentage off list by product category. SKU would not be applicable. List Price documents will be uploaded for each LION product category proposed in this RFP.
61	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.	10-35% off list. A document stating product category and discount off list price will be uploaded.
62	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or rebate programs are opportunity/product specific programs that are developed in conjunction with LION Distribution Partners. Programs developed within the contract period would be offered to the end user via the LION Distribution Partner.
63	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.	This does not apply to the LION product offering.
64	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.	LION PPE Freight is included in the 48 contiguous states. Domestic freight to the freight forwarder is included for export orders.  While LION Training Products are offered on a separate contract be advised that freight is not included. Applicable fees may be charged for inspection, installation, set up and training based on the project.
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	PPE Shipping is listed as FOB: Origin for the 48 contiguous states. Orders shipping outside of the US, LION covers freight to the freight forwarder and distribution partner/end user is responsible for shipping to final destination.
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska: LION will cover freight to the freight forwarder. Distribution Partner/End User is responsible for shipping costs to final destination.  Hawaii: LION will ship direct to Hawaii via 2 day air or Ocean freight depending on size of shipment.
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Some LION Distribution partners stock LION products. In this situation, the Distribution Partner would be able to offer a shorter lead time. Freight would be determined by Distribution Partner.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Product Category Turnout Gear 35% off list  Turnout Accessories 35% off list  Technical Rescue TR51 35% off list  USAR/Tech Rescue_Versa Pro  15% off list  Med Pro_Emergency Medical Rescue Wear 15% off list  Gloves 10% off list  Boots 20% off list  Helmets 35% off list  Hoods 15% off list  CBRN  15% off list  Maintenance and Cleaning Services 20% off list  See uploaded document.  Please note that price lists submitted with this RFP are current pricing. LION will implement a price increase effective February 1, 2024.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
69	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.	As part of the self audit process, LION reviews regional Distribution Partner spreadsheets and Customer Relationship Manager (CRM) opportunities to confirm Sourcewell Sales. Pricing transparency is provided with each transaction including reference to the Sourcewell Contract and LION Landing page. In addition, LION has created a specific field in our ERP system where our Order Management Specialist documents the Sourcewell Member ID during the order entry process. LION has assigned a Sourcewell Representative that reviews documentation and creates utilization reporting. The Representative and Supervisor review documentation and reporting prior to submission for payment.
70	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.	LION includes cooperative purchasing education in distribution partner onboarding and continued education. Distribution Partners are required to communicate cooperative purchasing activities quarterly that is verified by quarterly reporting created by LION.  LION has also included cooperative purchase tracking in our CRM. Field Sales Members are required to document cooperative purchasing activities during opportunity generation.
71	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.)	1% of sales under the awarded contract

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Personal Protective Equipment including Turnout Gear, Turnout Gear Accessories, Gloves, Helmets, Boots, Hoods, CBRN, USAR Gear, Tech Rescue Gear, Emergency Medical Rescue Gear, Personal Protective Equipment Care and Maintenance Services.
73	Describe available options for customization of the products and/or equipment offered in your proposal.	LION offers custom manufacturing. For Turnout Gear, the Customer has a choice of outershell, thermal liner and moisture barrier, pockets, trim, reinforcements department patches and lettering.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Sizings are scheduled by a Distribution Partner or LION Team Member with the Department. During a sizing event, garments in a range of sizes are available for department members to try on to get an accurate fit. If additional measuring is necessary, the Sizing Team Member will take critical measurements using a tape measure to insure the proper sized garment is ordered. Sizing information is documented on a sizing form or in the LION Electronic Sizing Tool. When the order is being submitted using a paper form, the Distribution Partner submits their Purchase Order, Garment Specification and Sizing information. When the Electronic Sizing Tool is used, member information (i.e. name, location, etc) is imported into the software. During the sizing, the Sizing Team member identifies the members record and documents the sizing information. When sizing is complete, the Distribution Partner will submit the order via the Electronic Sizing Tool. The LION Order Entry Team Member will confirm information and submit order into LION system.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Personal Protective Equipment including Turnout Gear, Turnout Gear Accessories, Gloves, Helmets, Boots, Hoods, CBRN, USAR Gear, Tech Rescue Gear, Emergency Medical Rescue Gear, Personal Protective Equipment Care and Maintenance Services.

**Table 148: 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
7	Protective Clothing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Turnouts and RescueWear. StationWear and Uniforms included in a separate RFP.
77	Helmets and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Helmets and helmet accessories.
78	Other related equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Personal Protective Equipment that is demonstrated in the LION documentation included with this RFP.
79	Firefighting apparel and station-wear	<input checked="" type="radio"/> Yes <input type="radio"/> No	StationWear and Uniforms included in a separate RFP.
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input checked="" type="radio"/> Yes <input type="radio"/> No	LION does not offer these products.
81	Cleaning and decontamination service and maintenance	<input checked="" type="radio"/> Yes <input type="radio"/> No	LION TotalCare
82	Firefighting PPE cleaning supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	LION TotalCare
83	Cleaning equipment for other firefighting equipment and tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	LION does not offer these products.
84	Services Related to the equipment described above	<input checked="" type="radio"/> Yes <input type="radio"/> No	LION TotalCare

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, of 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](#) - LION Discount Off List and List Price Documents.zip - Tuesday January 02, 2024 14:43:44
- [Financial Strength and Stability](#) - Corporate Trade References 2023.pdf - Tuesday January 02, 2024 14:40:52
- [Marketing Plan/Samples](#) - LION Capabilities and Core Beliefs.zip - Wednesday January 03, 2024 10:53:51
- [WMBE/MBE/SBE or Related Certificates](#) - LION Certifications.zip - Tuesday January 02, 2024 14:49:28
- [Warranty Information](#) - UserGuide\_Warranty.pdf - Wednesday January 03, 2024 12:21:49
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - RFP010424 EXCEPTION.pdf - Tuesday January 02, 2024 15:02:14
- [Upload Additional Document](#) - LION Additional Documentation.zip - Wednesday January 03, 2024 12:43:55

## 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 Proposer 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. - Melissa Kirk, Distribution Sales Manager, LION

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424</b> Fri December 15 2023 12:51 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424</b> Thu December 14 2023 01:51 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424</b> Mon December 4 2023 04:00 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424</b> Thu November 30 2023 10:28 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424</b> Thu November 9 2023 04:34 PM	<input checked="" type="checkbox"/>	1



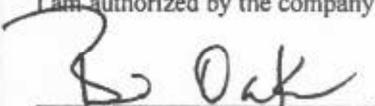
### Contract Verification

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

**Brian Oaks**

Printed Name

9-18-25  
Date

North America Fire Equipment Co Inc

Company Name

**Secretary/Treasurer**

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:**  
**2025-1333705**

Date Filed:  
07/08/2025

**Date Acknowledged:**

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

**NORTH AMERICA FIRE EQUIPMENT CO INC  
DECATUR, AL United States**

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

## KILLEEN FIRE DEPARTMENT

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

010424-L10

## Firefighting structural and wildland gear for personnel

**5 Check only if there is NO Interested Party.**

X

## 6 UNSWORN DECLARATION

My name is **Brian Oaks** and my date of birth is **06/07/1963**

My address is 1515 Moulton St W (street) , Decatur (city) , AL (state) , 35601 (zip code) , USA (country)

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

Executed in Morgan County, State of AL, on the 9th day of July, 2025  
(month) (year)

**Signature of authorized agent of contracting business entity  
(Declarant)**



# PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT

RS-26-009

January 6, 2026

# PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT (PPE)

2

- The Killeen Fire Department provides Structural Personal Protective Equipment (PPE) for our firefighters to include coat, trousers, boots, helmets, & gloves
- Per NFPA 1851, usable lifespan for each piece of PPE is 5 years of frontline use and an additional 5 years in reserve status.
- KFD continues to replace 20% of PPE inventory each year.
- This is the fifth year and will result in all KFD personnel now having 2 full sets of Structural PPE.

# PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT (PPE)

3



# PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT (PPE)

4

- Financial Impact
  - FY 2026 expenditure \$234,652.80
    - 46 Complete Sets
    - 4 additional Helmets, Boots, & Gloves
    - 54 additional PPE hoods
  - Budgeted expense
- Conforms to City Policy
  - Lion First Responders PPE, Sourcewell contract #010424-LIO

# PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT (PPE)

5

- Authorize the City Manager, or his designee, to purchase Personal Protective Equipment from North American Fire Equipment Company (NAFECO) in the amount of \$234,652.80, through Lion's First Responders PPE Inc. Sourcewell contract #010424-LIO, 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-26-010

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Consider a memorandum/resolution approving the inspection, cleaning and repair of Personal Protective Equipment (PPE) through Lion Total Care, in the amount of \$106,407.90.

**Dallas LION TOTALCARE SERVICE CENTER**

 150 Manufacturing St. Suite 204, Dallas, Texas 75207  
 Site Manager: Angela Lorenzo  
 Angela.Lorenzo@lionprotects.com

Quote Date: September 24, 2025

Quote Expiration: September 23, 2026

**Department**

 Killeen Fire Department  
 114 W. Avenue D.  
 Killeen, TX 76541

**Contact**

 Daniel Arnst, Captain  
 (254) 501-6633/(254) 389-1060  
[darnst@killeentexas.gov](mailto:darnst@killeentexas.gov)

Code	Qty	Description	Current Price	Updated Price 25/26	Line Total
C/SC	570	Advanced Clean with Ozone w/Inspection - Coat	\$48.79	\$51.22	\$29,195.40
P/SC	570	Advanced Clean with Ozone w/Inspection - Pant	\$48.79	\$51.22	\$29,195.40
	520	Advanced Clean with Ozone w/ Inspection - Boots	\$34.51	\$36.23	\$18,839.60
G	500	Advanced Clean with Ozone w/Inspection - Gloves (pair)	\$11.13	\$11.68	\$5,840.00
HT	500	Advanced Clean with Ozone w/Inspection - Helmet	\$30.59	\$32.11	\$16,055.00
HD	1000	Advanced Clean with Ozone w/Inspection - Hood	\$6.58	\$6.90	\$6,900.00
	18	Pick-up and Delivery Charge/Per Trip (estimated # of trips)		\$382.50	\$382.50
<i>If you are not tax exempt, you will be billed tax based on your shipping address based on the current tax rate on the invoice date. Please send your tax exemption number or certificate with your order.</i>				Subtotal	\$106,407.90
			0.00%	Tax	\$0.00
				<b>TOTAL</b>	<b>\$106,407.90</b>

Sourcewell Contract: #010424-LIO

- Pricing includes the specified cleaning, inspection and either FREE Pickup or FREE FEDEX SHIPPING! Within 120 miles.

To obtain a FedEx Label for your shipment, please visit: <https://www.lionprotects.com/totalcare-labels-for-free-shipping>. Select U.S. Fire Departments and other TotalCare Customers, then select your state. Confirm that the Generate Label Form shows that your TotalCare Location is the same as the location listed above.

- If the gear is contaminated and requires a specialized wash, you will be notified. The additional cost per piece is \$28.
- A Quote for needed repairs identified during the Advanced Inspection will be sent for approval before any repairs are completed.
- You will be billed upon completion of the service.
- Need Rental Gear while your Gear is being serviced? Consider our E-Z Rental Program.

Visit <https://ezgearrental.com/> for more details.

**- Please return your purchase order and tax exemption information to the site manager when you are ready to purchase!**

Quotation prepared by: [irose@lionprotects.com](mailto:irose@lionprotects.com)

Thank you for your business!

**Solicitation Number: RFP #010424****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and LION First Responder PPE, Inc., 7200 Poe Avenue, Suite 400, Dayton, OH 45414 (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 Firefighting Personal Protective Equipment with Related Equipment Cleaning 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 March 27, 2028, 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. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price 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. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

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

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;

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

A fully executed Sourcewell Price and Product 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 access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

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

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.

**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, 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 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.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and 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 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 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, arising out of 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.

## **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 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. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to 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 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 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.

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.

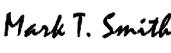
## 22. CANCELLATION

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

DocuSigned by:  
  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 3/26/2024 | 11:35 AM CDT

LION First Responder PPE, Inc.

DocuSigned by:  
  
By: \_\_\_\_\_  
Mark T. Smith  
Title: President LION Americas  
Date: 3/26/2024 | 11:16 AM CDT

# RFP 010424 - Firefighting PPE and Related Equipment Cleaning

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## Vendor Details

Company Name: LION First Responder PPE

Does your company conduct business under any other name? If yes, please state: LION

7200 Poe Avenue

Address: Dayton, OH 45414

Contact: Melissa Kirk

Email: mkirk@lionprotects.com

Phone: 937-266-0869

Fax: 937-415-0869

HST#: 47-1845529

## Submission Details

Created On: Wednesday November 29, 2023 14:37:26

Submitted On: Wednesday January 03, 2024 14:16:58

Submitted By: Melissa Kirk

Email: mkirk@lionprotects.com

Transaction #: 2031f132-8d6c-4ae7-8577-55ddee9c4c6

Submitter's IP Address: 144.121.190.195

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## 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")	LION First Responder PPE, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	LION, LION Group, Inc., LION First Responder PPE, Inc., LION TotalCare, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LION, LION Group, Inc., LION First Responder PPE, Inc., LION TotalCare, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	"LION Group Cage Code - 7FGF3, SAM - NCD6J71YMAQ5 LION First Responder PPE Cage Code - 7GLA7, SAM - CQ1EXX7T3KB9"
5	Proposer Physical Address:	7200 Poe Avenue, Suite 400, Dayton, Ohio 45414
6	Proposer website address (or addresses):	<a href="http://www.lionprotects.com">www.lionprotects.com</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark T. Smith President, LION Americas 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 513-535-7549
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melissa Kirk Distribution Sales Manager 7200 Poe Avenue Dayton, Ohio 45414 <a href="mailto:mkirk@lionprotect.com">mkirk@lionprotect.com</a> 937-266-0869
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stefanie Theodor Sales Coordinator 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 <a href="mailto:stheodor@lionprotects.com">stheodor@lionprotects.com</a> 937-415-2935

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>LION is a family owned, global business headquartered in Dayton, Ohio, that has been operating continuously since 1898. That stable family ownership means that we take the long-term approach to investment in the best people, new technology and systems. We are committed to covering first responders before, during and after the fire.</p> <p>Our LION brand is part of a larger organization called LION Group, Inc. that consists of three divisions:</p> <p>LION Americas, LION Europe, Middle East &amp; Asia and LVI (LION-Vallen Industries, a joint venture that specializes in military and government supply chain solutions).</p> <p>We provide products, training or maintenance to nearly every major fire department in the United States. In firefighter turnout gear alone, we serve 7 of the 10 largest fire departments in the U.S., and 25 of the top 50.</p> <p>LION just recently celebrated 125 years of service.</p> <p>Please watch our celebration video to experience our company culture.</p> <p>LION: CELEBRATING 125 YEARS OF SERVICE (<a href="https://www.youtube.com/watch?v=Zcl1JcSN3w">youtube.com</a>) <a href="https://www.youtube.com/watch?v=Zcl1JcSN3w">https://www.youtube.com/watch?v=Zcl1JcSN3w</a></p> <p>LION makes the gear emergency service providers, civilian responders and militaries need to stay safe in the line of duty. We got our start at the end of the 19th century as a dry goods store in Dayton, Ohio. By 1941, we had received a commendation from Army Air Force Commanding General "Hap" Arnold, saluting the company for "outstanding services rendered to your government" after supplying the Army Air Force with electrically heated flying suits during World War II. Over</p>

	<p>the next two decades, we opened regional warehouses and had started operating in the firefighter station uniform market.</p> <p>In 1970, we moved into the firefighter turnout business – and we have never looked back. We actually coined the term "StationWear" and were the first company to develop digital training technology for the firefighting market. Today, we continue to deliver innovative, patented technology to the fire service market. We have a dedicated research and development staff that works with fire departments to generate (and evaluate) new product ideas. Real end users collaborate with us on wear trials and focus groups so we can deliver solutions that work for actual first responders like you.</p> <p><b>THE LION STORY</b></p> <p>LION is big enough to deliver on the largest contracts but small enough to care that every emergency responder and firefighter that uses our equipment gets the features they need to be safe and successful on every call. LION is the largest provider of training equipment and facilities for first responders, having built the last three largest first responder training facilities in the world. We also have a dedicated in house research and development team to understand the best solutions you need. We are Ready For Action. Before. During. And after.</p> <p><b>LION MISSION</b></p> <p>Each and every day we fulfill the personal safety, readiness, and identity needs of our customers worldwide. Our purpose is to keep first responders ready for action.</p> <p><b>LION CULTURE</b></p> <p>While remaining a family business, we have the organizational and financial resources to execute some of the largest uniform, personal equipment management, and training projects in the world, as well as the flexibility to tailor them to our customers' expectations. Our solutions are not "cookie cutter" ones. They are as individual and unique as your organization – and they are advanced. LION is the only company in the world in our industry with dedicated staff working on fundamental research, not gimmicks.</p> <p><b>LION CORE BELIEFS</b></p> <p>LION Leadership expects department leaders, employees and distribution partners to provide examples of living these core beliefs through their actions and service to our customers.</p> <p><b>Doing What We Promise</b></p> <p>We seek to do business with stakeholders who share our commitment to honesty, transparency, candor, and fun, as well as to action consistent with our core values — like us, they strive to win with integrity.</p> <p><b>Learning From Everything and Everyone</b></p> <p>We value curiosity and strong personal initiative in the pursuit of understanding our customers' needs and exceeding them.</p> <p><b>Respecting All People</b></p> <p>We harness diverse points of view and even conflict as useful sources of learning, innovation, and continuous improvement.</p> <p><b>Collaborating To Deliver Solutions</b></p> <p>We use teamwork and a commitment to do whatever it takes to deliver solutions. This is what fuels our operational excellence. Lasting internal and external partnerships based on trust, mutual respect, and collaboration are at the heart of Lion's success.</p> <p><b>Expecting Nothing Short of Excellence</b></p> <p>We understand that exceeding our customers' expectations demands leadership, diligent planning, skillful organizing, rapid decision making, training, and having the right tools — this is how we consistently and reliably achieve flawless execution.</p> <p><b>Being Good Corporate Citizens</b></p> <p>We extend our sense of leadership to the global communities in which we live and work — we are privileged to give back to those that give so much to us.</p>
11	What are your company's expectations in the event of an award?
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.
13	What is your US market share for the solutions that you are proposing?
14	What is your Canadian market share for the solutions that you are proposing?
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>LION is best described as a Manufacturer.</p> <p>LION sells through a network of Distribution Partners to deliver products and services. Distribution Partners are authorized annually through a Letter of Authorization. Distribution Partners invest in the partnership by employing Distribution Sales Representatives, investing in LION product for demonstration and attending LION University for product and process education.</p>
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.	LION holds several licenses from supply chain partners to manufacture products and utilize their branding on the product (ex: WL Gore and Associates, DuPont, PBI)
18	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	<p>LION holds the following certifications for various products in our product offering.</p> <p>NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting 29 CFR 1910, 1030 and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements</p> <p>LION Product Offering: Various models of the following: Structural turnout coats, pants and coveralls. Proximity coats and pants. Structural gloves. Structural boots. Particulate blocking hoods. Structural helmets Proximity helmets</p> <p>NFPA 1951, Standard on Protective Ensembles for Technical Rescue</p> <p>LION Product Offering: TR51 coat and pants. Certified to the optional blood borne pathogen protection requirements. Versa Pro coat and pants. Single layer meeting base requirements.</p> <p>NFPA 1977, Standard on Protective Clothing and Equipment for Wildland Fire Fighting and Urban Interface Fire Fighting</p> <p>LION Product Offering: Versa Pro coat and pant</p> <p>NFPA 1999, Standard on Protective Clothing and Ensembles for Emergency Medical Operations 29 CFR 1910, 1030 and CAL-OSHA Standard Title 8 Section 3406 Blood Borne Pathogen Requirements</p> <p>LION Product Offering: TR51 coat and pants MedPro coat and pants MedPro High Vis also certified to ANSI 107 Bravo Multiple Use Glove</p> <p>NFPA 1975, Standard on Emergency Services Work Apparel</p> <p>LION Product Offering: Several styles of station work uniforms. Shirts and pants.</p> <p>NFPA 2500, Standard for Operations and Training for Technical Search and Rescue Incidents and Life Safety Rope and Equipment for Emergency Services (formerly NFPA 1983)</p> <p>LION Product Offering: Several models of Class II harnesses integrated with Structural Fire Fighting Pants</p> <p>NFPA 1992, Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies</p> <p>LION Product Offering: Several models of MT-94 Several models of ERS</p>

	<p>NFPA 1994, Standard on Protective Ensembles for First Responders to Hazardous Materials Emergencies and CBRN Terrorism Incidents</p> <p>LION Product Offering: Several models of MT-94 – Class 2 Several models of ERS – Class 3</p>
	<p>NFPA 1851, Standard on Selection, Care and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting</p> <p>LION Service Offering: Verified ISP for Cleaning, Inspection and Repair in 7 locations around the country. Verified for all fabric and moisture barriers.</p>
	<p>Provide training modules for fire departments compliance with 1851.</p>
	<p>NFPA 1855 Standard on Selection, Care and Maintenance of Protective Ensembles for Technical Rescue</p> <p>LION Service Offering: Verified ISP for Cleaning, Inspection and Repair in 7 locations around the country. Verified for all fabric and moisture barriers.</p>
	<p>NFPA 1500, Standard on Fire Department Occupational Safety, Health, and Wellness Lion Fire Academy offers online training to various portions of NFPA 1500.</p>
	<p>NFPA 1001, Standard for Fire Fighter Professional Qualifications Several staff members hold Professional Qualifications certifications.</p>
	<p>NFPA 1402, Standard on Facilities for Fire Training and Associated Props</p> <p>LION Product Offering: Live fire and digital training props and facilities</p>
	<p>NFPA 1403, Standard on Live Fire Training Evolutions</p> <p>LION Product Offering: Live fire training props</p>
	<p>OSHA 2254, Training Requirements in OSHA Standards Various products to support the training requirements in OSHA 2254</p>
	<p>ISO 9001, Quality Management Systems – Requirements All facilities producing PPE to NFPA standards are covered under LION's ISO 9001 registration (including subcontractors)</p>
	<p>CTPAT: Customs Trade Partnership Against Terrorism Certified partner</p> <p>LION has Representation on the following committees acting as principal and alternate voting members. Our members are active participants on each committee providing input on requirements of the various standards.</p> <p>Fire Service Occupational Safety (NFPA 1500, NFPA 1550, NFPA 1521, NFPA 1561) Fire Service Training (NFPA 1407, NFPA 13E, NFPA 1410, NFPA 1404, NFPA 1408, NFPA 1401, NFPA 1400, NFPA 1451, NFPA 1403, NFPA 1405) Emergency Responders Occupational Health (NFPA 1584, NFPA 1583, NFPA 1582, NFPA 1581, NFPA 1585, NFPA 1580) Facilities for Fire Training and Associated Props (NFPA 1400, NFPA 1402) Hazardous Materials Protective Clothing and Equipment (NFPA 1990, NFPA 1991, NFPA 1992, NFPA 1994, NFPA 1891) Special Operations Protective Clothing and Equipment (NFPA 1975, NFPA 1983, NFPA 1953, NFPA 1951, NFPA 1952, NFPA 2500, NFPA 1855, NFPA 1950, NFPA 1955, NFPA 1858, NFPA 1857) Structural and Proximity Firefighting Protective Clothing and Equipment (NFPA 1971, NFPA 1851, NFPA 1970, NFPA 1850) Emergency Medical Services Protective Clothing and Equipment (NFPA 1999, NFPA 1950) Fire and Emergency Services Protective Clothing and Equipment (correlating committee for PPE standards) ASTM F23 Committee on Personal Protective Clothing and Equipment (Karen Lehtonen – former Chair) ASTM E54 Committee on Homeland Security Applications</p>

19	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspensions or debarment apply to LION.
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**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
20	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>RedZone Contaminant Control Package</p> <p>LION remains the only manufacturer to offer a set of features in turnout gear that is verified by a third-party (UL) to show no ingress at turnout coat, pant, glove, boot interfaces and closures.</p> <p>In conjunction with Department of Homeland Security (DHS) Science and Technology Directorate (S&amp;T) and in partnership with the North Carolina State University Textile Protection and Comfort Center (TPACC), LION developed a structural turnout with enhanced protection from hazardous particulates contained in smoke and soot that may infiltrate the ensemble interfaces, the Redzone Contaminant Control Package.</p> <p>The particulate blocking ensemble:</p> <ul style="list-style-type: none"> <li>Blocks particulate ingress at key interface areas (turnout coat, pant, glove boot interfaces and closures) as confirmed by the Particle Inward Leakage Test (section 7.20.1.1 NFPA 1971, 2018 Ed) and shows less than 1 microgram exposure over the entire ensemble</li> </ul> <p>"Laboratory tests, including tests to determine vapor infiltration and fluorescent particle tests, were critical to demonstrating that both approaches prevent smoke and particulates from reaching the firefighter's skin, protecting them from hazardous vapors and materials. In addition, testing using TPACC's PyroMan® and physiological manikins proved the new approaches offer improved flashfire protection and similar comfort level when compared to standard turnout gear." – DHS FACT SHEET</p> <p>DHS PRESS RELEASE (Nov 1, 2017) - New Turnout Ensemble Aims to Reduce Firefighter Cancer Risk "We worked with TPACC and LION to develop turnout ensemble garments that afford firefighters the same level of fit, functionality and comfort as their existing turnout gear with added protection from particulate infiltration at garment interfaces."</p> <p>DHS FACT SHEET (Oct 6, 2017) - Smoke and Particulate Resistant Structural Turnout Ensemble Fact Sheet "By reducing the potential for chronic dermal exposures to toxic fireground compounds, over time this ensemble and the technologies developed during this research will help to improve the well-being and safety of firefighters."</p> <p><a href="https://verify.ul.com/verifications/237">https://verify.ul.com/verifications/237</a></p>
21	What percentage of your sales are to the governmental sector in the past three years	LION sells personal protective equipment through a distribution network. Approximately 5% would be a direct sale to LION..
22	What percentage of your sales are to the education sector in the past three years	LION sells personal protective equipment through a distribution network. All documented education sales would be represented in Distribution Partner sales and not direct with LION.
23	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?	NY State Contract = Approximately \$7M NJ State Contract = Approximately \$3M NPP = Approximately \$12M
24	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?	LION does not hold a GSA contract. LION Distribution Partners hold a GSA contract that represent the entire LION portfolio of products and services.

**Table 4: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Phoenix	Captain Scott Kalkbrenner Scott.Kalkbrenner@phoenix.gov  Antonio Locascio "Nino" Nino.Locascio@phoenix.gov	602-339-0549  602-380-3003
Atlanta Fire Department	Asst Chief Chad Thomas CDThomas@AtlantaGa.gov	404-546-7000
Indianapolis Fire Department	Battalion Chief Rich Cook richard.cook@indy.gov	317-327-6041

**Table 5: Top Five Government or Education Customers**

**Line Item 26.** 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 *
W S Darley & Co	Government	Illinois - IL	NAVY 2K	\$250,000	\$852,883
Noble Supply & Logistics LLC	Government	Massachusetts - MA	CBRN - Chemical, biological, radiological and nuclear defense products.	\$800,000	\$2,608,312
Federal Resources	Government	Virginia - VA	CBRN - Chemical, biological, radiological and nuclear defense products.	\$2,500,000	\$15,020,383
Tom Smith Fire	Government	Florida - FL	Personal Protective Products	\$1,500,000	\$5,171,388
Safeware	Government	Maryland - MD	Personal Protective Products	\$1,000,000	\$3,655,464

**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 *
27	Sales force.	<p>The LION Sales Team 41 field sales team members that include strategic account directors, metro account managers, distribution sales managers, category sales managers and strategic distribution managers supporting the United States, Canada and Latin America for the entire LION product portfolio.</p> <p>Strategic Account Managers – Focused on fostering relationships, education, sales support and opportunity management for a specific set of accounts.</p> <p>Category Sales Managers – Subject matter expert for products within category. Supports the field sales team with product knowledge, demonstrations, sales presentations, identifying industry innovation needs and sales goal achievement.</p> <p>Metro Account Managers – Works in tandem with Distribution Sales Manager. Focused on fostering relationships, education and managing opportunities for departments with more than 150 members.</p> <p>Distribution Sales Managers – Works in tandem with Metro Account Manager. Focused on relationship with LION Distribution Partners to include fostering core beliefs, education, relationship, field sales support, opportunity management and sales goal achievement.</p>
28	Dealer network or other distribution methods.	<p>Dealer Network. LION partners with over 200 Distribution Partners. These Distribution Partners employ thousands of Distribution Sales Representatives across the United States, Canada and Latin America that are in field promoting the entire LION portfolio of products and services.</p>
29	Service force.	<p>LION TotalCare offers care and maintenance of PPE (personal protective equipment). LION operates seven (7) LION Total Care Market Centers located in Atlanta, Boston, Chicago, Dallas, Denver, Houston and Wilmington. LION TotalCare offers services that can help extend the life of gear such as cleaning, repair and routine maintenance programs. LION TotalCare also offers a rental gear program.</p> <p>The Denver location offers an exclusive carbon dioxide (CO2) contaminant cleaning technology. See attachment for additional details on CO2.</p>
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Orders are placed with a LION Distribution Partner. The order is placed by the end user customer with the Distribution Partner with the Sourcewell Member ID identified on their purchase order. The distribution partner purchase order is placed with LION, also including the Sourcewell member ID. When LION enters the order, the Sourcewell member ID is documented in a specific field used for utilization reporting.</p>
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>LION has a Customer Sales and Support Team located in Dayton, Ohio and Albany, NY. The Customer Support Team consists of regional representatives for Order Entry and Sales Coordination. This team enters orders for all product lines, provides support on warranty claims, product and delivery questions and works in conjunction with the LION Distribution Sales Manager and Distribution Partner. Customer Support and Order Support inquiries are managed through our Customer Relationship Manager (CRM). Each inquiry is assigned a case number and directed to a regional representative. Cases are responded to within 24 hours. Order status and scheduled ship dates are available through an online portal available to LION Authorized Distribution Partners.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	LION will provide products and services to Sourcewell participating entities in the United States.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	LION will provide products and services to Sourcewell participating entities in Canada.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Products and Services are available in all geographic areas of the US and Canada
35	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?	There are no identified restrictions.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no identified restrictions LION's policy for shipments to Hawaii are to ship via 2 day air or ocean depending on size of shipment. LION's policy for shipments to Alaska is ship via a freight forwarder and covers freight within the contiguous states.</p>

**Table 7: Marketing Plan**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>By looking at the immediate and long-term risks, LION is actively working on advocating and developing products and services that protect the health of those that protect our communities. When those products and services are ready, we work to promote them and drive revenue and profitable share growth for our company and for our partners.</p> <p>Our areas of strengths/marketing strategy include the following:</p> <p>LION Core Values &amp; Commitment to Service          Team Structure &amp; Support          Methodical Approach to Business          Market Analysis          Customer Segmentation          New Product Launch Plans          Meaningful Product Differentiation          Brand Building          Metro Support          Distribution Support          LION University          End-User Outreach          Press Releases &amp; Press Coverage          Metro Sponsorships          Customer Education &amp; Awareness Campaigns          Trade Shows          Collateral Development          Print &amp; Digital Advertising          Industry Supplements          Videography          Digital Platforms (Website, LION Fire Academy)          Social Media</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>LION uses multiple social media platforms, maintains an informative website, employs a robust SEO strategy, and advertises digitally. LION also has access to reporting capabilities on our sales information and uses public information databases to understand market potential and opportunity to drive marketing plans and sale strategies.</p> <p>LION utilizes a YouTube Channel to share product information and demonstrations with our Distribution Partners and End User Customers. <a href="https://www.youtube.com/@lionconnects/featured">https://www.youtube.com/@lionconnects/featured</a></p>
39	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?	The Sourcewell partnership will be incorporated into every distribution partner training and LION presentation as a purchasing avenue for LION Products. A shared resource site has been established to constantly share updated information with the field sales team and distribution partners. Field Team Members and Distribution Partners are encouraged to participate in Sourcewell Education and Engagement events.
40	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.	Since LION sells through distribution, an e-procurement ordering process is not established directly with LION. Many LION Distribution Partners do have an established e-procurement process for all sectors that utilize personal protective products.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>LION University is a unique meeting space that is designed for meetings and class room style education. The space showcases our brand by displaying garments worn by our top customers, our product offering and technology for demonstration and presentation. LION has developed a platform for Distribution Partners that provides a dynamic and engaging environment for education on all of LION's products and sales development.</p> <p>LION Fire Academy has been LION's flagship platform for providing comprehensive online training to fire department members, including fire students and active firefighters. Our mission is to empower them with the knowledge and skills needed to ensure the highest standards in PPE maintenance, cleaning, inspection, and repair according to NFPA 1851 2020 edition.</p> <p><a href="https://www.lionprotects.com/fireacademy">https://www.lionprotects.com/fireacademy</a></p>
42	Describe any technological advances, unique design, and/or feature attributes that your proposed products or services offer.	LION is the only company in our industry that has a dedicated research and development team. LION currently has more than 35 patents on technologies as diverse as materials and pattern design.
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Montgomery County Green Building Certification. This certification is a globally recognized symbol of sustainability achievement, and it is backed by an entire industry of committed organizations and individuals paving the way for market transformation.</p>
44	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.	<ol style="list-style-type: none"> <li>1. We strive to cut wasteful energy usage by replacing inefficient lighting with LED lighting in all of our primary manufacturing buildings and corporate offices by the end of 2025. This process is over 50% completed. Since 2015, LION's Dayton corporate headquarters has used LED lighting, leading to a reduction in annual environmental impact of at least 454,539.76 lbs of Carbon Dioxide, 3,765.64 lbs of Sulfer Dioxide, and 1,842.88 lbs of Nitrogen Dioxide. In 2019, Lion completed the installation of renewable energy solar PV panels and LED lighting in its West Liberty manufacturing factory. Beattyville facility and Dayton Janney Road facility have 100% LED lighting as of September 2021. Hazel Green conversion to LED lighting is planned for 2024. We have a goal to have 50% of all energy at corporate headquarters, Hazel Green facility and the Dayton manufacturing facility using renewable energy by 2028.</li> <li>2. We do not sell products that could have a harmful effect on human health and the environment.</li> <li>3. We do not use manufacturing processes that release harmful pollutants or toxic materials.</li> <li>4. We educate our employees on practical efforts to avoid wasteful uses of energy. <ul style="list-style-type: none"> <li>a. We have installed motion detectors at Hazel Green Distribution Center and at our Dayton corporate headquarters.</li> <li>b. We review shipping and logistics methods to use the most efficient shipping routes to save fuel.</li> <li>c. We have a recycling program at the Dayton corporate headquarters with a goal for expansion to other facilities by the end of 2020. All new employees receive a handout on what can and cannot be recycled.</li> <li>d. At the Dayton corporate headquarters, LION employees have recycling bins available to increase the amount of paper that is recycled. Confidential documents are shredded by Royal Document Destruction, which recycles the paper.</li> </ul> </li> <li>5. We strive to minimize material waste. <ul style="list-style-type: none"> <li>a. We strive to introduce efficiencies in the use of materials in order to reduce to the highest extent possible the generation of wastes.</li> <li>b. Lion has a program to recycle used turnout gear through the Lion Ready for Action Foundation. We have already delivered more than 1000 sets of used reconditioned gear to fire departments in third world countries.</li> </ul> </li> <li>6. We have engaged in R&amp;D efforts with potential suppliers to develop sustainable raw materials to replace hydrocarbon-based petroleum products as the basic raw material in certain products.</li> <li>7. In 2018 we installed a new Elkay Water Drinking System in the Dayton corporate headquarters to increase the use of re-usable water bottles and reduce plastic waste.</li> <li>8. Lion's Dayton corporate headquarters has been certified in 2015-2021 as a Green Business by the Dayton Regional Green Initiative (DRG3).</li> <li>9. Lion complies with all environmental laws and regulations in the locations where we operate.</li> </ol>
45	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.	LION is deemed a large business. WMBE, SBE or Veteran Owned do not apply.
46	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?	As a result of our commitment to research based design and innovation, LION has been awarded mutliple patents for PPE and training products that prepare first responders for fire events. Our dedicated Research and Development Staff works with fire departments to generate and evaluate new product innovations. LION holds an annual Personal Protection Council (PPC) focusing on fire service trends and industry needs. LION also partners with several industry non-profits and thought leaders addressing firefighter challenges like the Firefighter Cancer Support Network and National Firefighters Foundation.

**Table 9A: 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 *
47	Do your warranties cover all products, parts, and labor?	<p>LION warrants that its firefighter and emergency responder products meet all applicable NFPA standards in effect at the time of their manufacture and further warrants that such products are free during their useful life from any defect in workmanship or any material defect. Conditions of use are outside the control of LION. It is the responsibility of the user to inspect and maintain the products to assure they remain fit for their intended purpose. In order to maximize the useful life of these products and maintain the warranty, the products are to be used only by appropriately trained personnel following proper firefighting or emergency response techniques and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions. Failure to do so will void the warranty. EXCEPT AS SET FORTH ABOVE, LION MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. Under the above warranties, LION will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the purchaser's sole remedy and LION will not be responsible for any incidental, consequential, or other damages based upon or arising in any way from any breach of the warranties contained herein or the purchaser's use of such product. These warranty obligations apply only to any product, part, or component which is returned with prior authorization and proof of purchase, and which LION agrees to be defective as covered by this warranty. The word "product" includes the product itself and any parts or labor furnished by LION with the sales, delivery, or servicing of the product. USEFUL LIFE: The period of time that NFPA 1971 Compliant Structural Firefighter Garments, which have been properly cared for, can be expected to provide reasonable limited protection. Useful life can be as long as 7 to 10 years if Garments have been subject to relatively lower levels of wear and tear and have been consistently maintained in a regular cleaning and maintenance program and stored properly. Useful life of Garments can be as little as 3 to 5 years with heavy wear and tear or improper maintenance and/or storage. In compliance with NFPA 1851, Garments or Garment elements must be retired no more than 10 years from the date of manufacture. A Garment should be retired when the costs of repair would exceed 50% of the replacement cost. DEFECTS IN WORKMANSHIP AND MATERIALS: Defects in Workmanship and Materials means poorly manufactured items including seams, stitching, or components (for example, loose or broken seams; zippers or snaps that fall off or do not function properly); and fabrics or barriers which have such flaws as holes, uneven spots, weak areas, pilling, or other flaws caused by irregularities in their manufacture.</p>
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>EXCEPTIONS TO LIMITED WARRANTY This limited warranty does not cover the following items after receipt of product by end user:</p> <ul style="list-style-type: none"> <li>A. Claims made after 60 days from the date of shipment for damage to materials;</li> <li>B. Damage or color change from exposure of materials to direct or indirect sunlight or fluorescent light;</li> <li>C. Shade variations among textiles used or shade changes to fabrics caused by wear and tear and/or washing;</li> <li>D. Color loss due to abrasion (creases, folds, pleats, edges, collar points, etc.);</li> <li>E. Damage caused by improper washing, decontamination, disinfecting or maintenance (for example, use of chlorine or petrochemicals to clean);</li> <li>F. Damage caused by repair work not performed to factory specification;</li> <li>G. Damage from routine exposure to common hazards which may cause rips, tears, burn damage, or abrasion;</li> <li>H. Loss of retroreflectivity of reflective trim due to normal wear or heat exposure;</li> <li>I. Detachment of reflective trim due to thread abrasion or heat exposure;</li> <li>J. Replacement of zippers or closures worn partially sealed, or damaged by heavy wear and tear;</li> <li>K. Loss of buttons, snaps, or cuff hem seams</li> </ul>
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>It is most common for Personal Protective Equipment to be returned to a LION facility for repair. In the event, the repair is the result of a LION manufacturing/order entry error or Distributor error, the shipment of the garments is covered by LION or Distribution Partner.</p> <p>LION does offer a warranty that allows for onsite repairs and technician travel for LION Training Products, offered under a separate Sourcewell contract.</p>
50	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?	LION offers warranty repair throughout the US and Canada through a LION TotalCare Market Center or LION Authorized ISP.
51	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?	LION coordinates warranty coverage when returns are necessary due to an upstream supplier issue.

52	What are your proposed exchange and return programs and policies?	<p>RETURNS</p> <p>a. The Customer must contact Supplier Customer Support within forty-five (45) days of receipt of shipment to receive a Return Authorization Number. All returns received without a Return Authorization Number will be held up for processing. Except for defective items:</p> <ul style="list-style-type: none"> <li>i. Products that have been worn, laundered, altered or soiled are non- returnable;</li> <li>ii. Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable;</li> <li>iii. Custom manufactured, custom sizes, made-to-order and special cut products are non-returnable;</li> <li>iv. Products that have been discontinued or redesigned are non-returnable;</li> <li>v. Boots that have been worn are non-returnable;</li> <li>vi. CBRN products are non-returnable.</li> </ul> <p>b. Returns must have prior approval from Supplier and marking instructions. Supplier will not accept goods returned without its written permission.</p> <p>c. Return of stock goods are subject to a fifteen percent (15%) restocking fee.</p> <p>d. Custom made-to-order products are not returnable.</p>
53	Describe any service contract options for the items included in your proposal.	<p>LION offer programs to extend the life of personal protective equipment. Customers can choose from a customized program specific to the departments operating procedure or from a LION Standard program.</p> <p>Programs include:</p> <p>LION Stay Safe which includes annual advanced cleaning and inspection, repairs covered under warranty or caused by wear and tear, NFPA 1851 documentation and free shipping.</p> <p>1851 Ready includes two advanced cleanings and inspections, itemized repairs, priority scheduling, free shipping and NFPA1851 reporting.</p>

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
54	Describe any performance standards or guarantees that apply to your services	The LION Sales and Service team have implemented KPI's related to both Order Entry and Customer Support relative to order entry lead time, error rates, quote generation, return authorization response time and general inquiry response time. Our team members are held accountable for meeting these performance standards as individuals and as a team. See attached.
55	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>LION Manufacturing is measured and held account to KPI's relative to Safety, Lost Time Injuries, Manufacturing lead time, labor and overhead variances and total units produced.</p> <p>LION TotalCare has KPI's relative to gear repair turn times, piece volume moved through each individual facility and quality standard checks.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
56	Describe your payment terms and accepted payment methods.	Net 30
57	Describe any leasing or financing options available for use by educational or governmental entities.	LION can offer leasing through a 3rd party leasing partner.
58	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.	Distribution Partner purchase orders are submitted to a LION email that is specific to order support and then distributed for entry by region. The Sourcewell Member ID is included on the purchase order. The LION Order Entry Team Member includes the Sourcewell Member ID in a specific field when entering the order. This information can be verified by a Distribution Partner document that tracks Sourcewell sales as well as opportunities identified in the LION CRM. This information is used to generate a quarterly utilization report and administrative fee payment.
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, LION will accept p-card procurement at no additional cost.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	A set percentage off list by product category. SKU would not be applicable. List Price documents will be uploaded for each LION product category proposed in this RFP.
61	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.	10-35% off list. A document stating product category and discount off list price will be uploaded.
62	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or rebate programs are opportunity/product specific programs that are developed in conjunction with LION Distribution Partners. Programs developed within the contract period would be offered to the end user via the LION Distribution Partner.
63	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.	This does not apply to the LION product offering.
64	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.	LION PPE Freight is included in the 48 contiguous states. Domestic freight to the freight forwarder is included for export orders.  While LION Training Products are offered on a separate contract be advised that freight is not included. Applicable fees may be charged for inspection, installation, set up and training based on the project.
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	PPE Shipping is listed as FOB: Origin for the 48 contiguous states. Orders shipping outside of the US, LION covers freight to the freight forwarder and distribution partner/end user is responsible for shipping to final destination.
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska: LION will cover freight to the freight forwarder. Distribution Partner/End User is responsible for shipping costs to final destination.  Hawaii: LION will ship direct to Hawaii via 2 day air or Ocean freight depending on size of shipment.
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Some LION Distribution partners stock LION products. In this situation, the Distribution Partner would be able to offer a shorter lead time. Freight would be determined by Distribution Partner.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Product Category Turnout Gear 35% off list  Turnout Accessories 35% off list  Technical Rescue TR51 35% off list  USAR/Tech Rescue_Versa Pro  15% off list  Med Pro_Emergency Medical Rescue Wear 15% off list  Gloves 10% off list  Boots 20% off list  Helmets 35% off list  Hoods 15% off list  CBRN  15% off list  Maintenance and Cleaning Services 20% off list  See uploaded document.  Please note that price lists submitted with this RFP are current pricing. LION will implement a price increase effective February 1, 2024.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
69	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.	As part of the self audit process, LION reviews regional Distribution Partner spreadsheets and Customer Relationship Manager (CRM) opportunities to confirm Sourcewell Sales. Pricing transparency is provided with each transaction including reference to the Sourcewell Contract and LION Landing page. In addition, LION has created a specific field in our ERP system where our Order Management Specialist documents the Sourcewell Member ID during the order entry process. LION has assigned a Sourcewell Representative that reviews documentation and creates utilization reporting. The Representative and Supervisor review documentation and reporting prior to submission for payment.
70	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.	LION includes cooperative purchasing education in distribution partner onboarding and continued education. Distribution Partners are required to communicate cooperative purchasing activities quarterly that is verified by quarterly reporting created by LION.  LION has also included cooperative purchase tracking in our CRM. Field Sales Members are required to document cooperative purchasing activities during opportunity generation.
71	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.)	1% of sales under the awarded contract

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Personal Protective Equipment including Turnout Gear, Turnout Gear Accessories, Gloves, Helmets, Boots, Hoods, CBRN, USAR Gear, Tech Rescue Gear, Emergency Medical Rescue Gear, Personal Protective Equipment Care and Maintenance Services.
73	Describe available options for customization of the products and/or equipment offered in your proposal.	LION offers custom manufacturing. For Turnout Gear, the Customer has a choice of outershell, thermal liner and moisture barrier, pockets, trim, reinforcements department patches and lettering.
74	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Sizings are scheduled by a Distribution Partner or LION Team Member with the Department. During a sizing event, garments in a range of sizes are available for department members to try on to get an accurate fit. If additional measuring is necessary, the Sizing Team Member will take critical measurements using a tape measure to insure the proper sized garment is ordered. Sizing information is documented on a sizing form or in the LION Electronic Sizing Tool. When the order is being submitted using a paper form, the Distribution Partner submits their Purchase Order, Garment Specification and Sizing information. When the Electronic Sizing Tool is used, member information (i.e. name, location, etc) is imported into the software. During the sizing, the Sizing Team member identifies the members record and documents the sizing information. When sizing is complete, the Distribution Partner will submit the order via the Electronic Sizing Tool. The LION Order Entry Team Member will confirm information and submit order into LION system.
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Personal Protective Equipment including Turnout Gear, Turnout Gear Accessories, Gloves, Helmets, Boots, Hoods, CBRN, USAR Gear, Tech Rescue Gear, Emergency Medical Rescue Gear, Personal Protective Equipment Care and Maintenance Services.

**Table 148: 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
7	Protective Clothing	<input checked="" type="radio"/> Yes <input type="radio"/> No	Turnouts and RescueWear. StationWear and Uniforms included in a separate RFP.
77	Helmets and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Helmets and helmet accessories.
78	Other related equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Personal Protective Equipment that is demonstrated in the LION documentation included with this RFP.
79	Firefighting apparel and station-wear	<input checked="" type="radio"/> Yes <input type="radio"/> No	StationWear and Uniforms included in a separate RFP.
80	Extractors, laundry machines, mechanical dryers, drying and storing racks	<input checked="" type="radio"/> Yes <input type="radio"/> No	LION does not offer these products.
81	Cleaning and decontamination service and maintenance	<input checked="" type="radio"/> Yes <input type="radio"/> No	LION TotalCare
82	Firefighting PPE cleaning supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	LION TotalCare
83	Cleaning equipment for other firefighting equipment and tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	LION does not offer these products.
84	Services Related to the equipment described above	<input checked="" type="radio"/> Yes <input type="radio"/> No	LION TotalCare

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, of 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](#) - LION Discount Off List and List Price Documents.zip - Tuesday January 02, 2024 14:43:44
- [Financial Strength and Stability](#) - Corporate Trade References 2023.pdf - Tuesday January 02, 2024 14:40:52
- [Marketing Plan/Samples](#) - LION Capabilities and Core Beliefs.zip - Wednesday January 03, 2024 10:53:51
- [WMBE/MBE/SBE or Related Certificates](#) - LION Certifications.zip - Tuesday January 02, 2024 14:49:28
- [Warranty Information](#) - UserGuide\_Warranty.pdf - Wednesday January 03, 2024 12:21:49
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - RFP010424 EXCEPTION.pdf - Tuesday January 02, 2024 15:02:14
- [Upload Additional Document](#) - LION Additional Documentation.zip - Wednesday January 03, 2024 12:43:55

## 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 Proposer 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. - Melissa Kirk, Distribution Sales Manager, LION

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_5_Firefighting PPE and Related Equipment Cleaning_RFP_010424</b> Fri December 15 2023 12:51 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Firefighting PPE and Related Equipment Cleaning_RFP_010424</b> Thu December 14 2023 01:51 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Firefighting PPE and Related Equipment Cleaning_RFP_010424</b> Mon December 4 2023 04:00 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Firefighting PPE and Related Equipment Cleaning_RFP_010424</b> Thu November 30 2023 10:28 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Firefighting_PPE_and_Related_Equipment_Cleaning_RFP_010424</b> Thu November 9 2023 04:34 PM	<input checked="" type="checkbox"/>	1



### Contract Verification

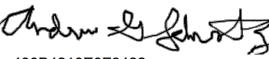
Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- 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.

DocuSigned by:

  
430B4218E8F8422...  
Signature

Andrew Schwartz  
Printed Name

11/19/2025 | 5:59 EST  
Date

Lion Group, Inc

Company Name

Secretary and Corporate Counsel

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.

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

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

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

010424-LIO  
Firefighter PPE, training equipment and cleaning and repair services

**OFFICE USE ONLY**  
**CERTIFICATION OF FILING**

Certificate Number:  
2025-1374091

Date Filed:  
10/08/2025

Date Acknowledged:

**5 Check only if there is NO Interested Party.**

X

## 6 UNSWORN DECLARATION

My name is Andrew Schwartz, and my date of birth is 8/5/64

My address is 1510 Woodstock Dr. Oakwood Oh 45419 US  
(city) (state) (zip code) (country)

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

Executed in Montgomery County, State of Ohio on the 3<sup>rd</sup> day of November, 20 25  
(month) (year)

*Frank*

Signature of authorized agent of contracting business entity  
(Declarant)



# PERSONAL PROTECTIVE EQUIPMENT INSPECTION, CLEANING AND REPAIR

RS-26-010

January 6, 2026

# Personal Protective Equipment (PPE) Inspection, Cleaning, and Repair

2

- The Killeen Fire Department provides Personal Protective Equipment (PPE) for our firefighters to include coat, trousers, boots, helmets, & gloves.
- National Fire Protection Association (NFPA) Standard 1851 requires an Advanced *Inspection* of all PPE annually and Advanced *Cleaning* twice annually.
  - Advanced Inspection & Cleaning once per year by vendor
  - In-house Inspection & Advanced Cleaning once per year by KFD Support Services Personnel

# Personal Protective Equipment (PPE) Inspection, Cleaning, and Repair

3



# Personal Protective Equipment (PPE) Inspection, Cleaning, and Repair

4

- Lion First Responders PPE, Inc. is the original manufacturer of our current PPE
- Lion Total Care is a subsidiary of Lion First Responder PPE, Inc and trained and certified to provide the required services.
  - will provide Advanced Inspections, Advanced Cleaning, and Repairs as necessary, through Sourcewell contract # 010424.

# Personal Protective Equipment (PPE) Inspection, Cleaning, and Repair

5

- Financial Impact
  - Amount not to exceed \$106,407.90
  - Budgeted expense - no additional funding required
- Conforms to City Policy
  - Lion First Responders PPE, Inc. Sourcewell contract #010424

# Personal Protective Equipment (PPE) Inspection, Cleaning, and Repair

6

- Staff recommends to authorize the City Manager or his designee to utilize Lion Total Care in the amount of \$106,407.90, to Inspect, Clean, and Repair PPE through Lion First Responders PPE, Inc. Sourcewell Cooperative Contract #010424, and that the City Manager or 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-26-011

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Consider a memorandum/resolution approving the purchase of Self-Contained Breathing Apparatus (SCBA) and associated equipment from MES Life Safety, in the amount of \$3,012,625.15, and a mobile air compressor trailer from August Industries, in the amount of \$222,639.90.

**DATE:** **January 6, 2026**

**TO:** **Kent Cagle, City Manager**

**FROM:** **James Kubinski, Fire Chief**

**SUBJECT:** **Purchase of Self-Contained Breathing Apparatus (SCBA) and Associated Equipment and an Air Compressor Trailer**

### **BACKGROUND AND FINDINGS:**

The Fire Department uses a Self-Contained Breathing Apparatus (SCBA's) which is a portable system that provides firefighters with clean, breathable air in hazardous environments like smoke-filled buildings or during chemical incidents. It consists of a high-pressure air cylinder, a harness, a pressure regulator, and a facepiece that allows the user to breathe independently from the contaminated atmosphere. Wearing an SCBA is critical for survival, as it prevents inhalation of toxic gases and particulates, and firefighters are trained to use it through all phases of an incident, including after the flames are extinguished.

The system consists of:

Air Cylinder: A high-pressure tank that holds compressed air.

Harness: A frame worn on the firefighter's back to hold the cylinder and other components.

Regulator: A system that reduces the high-pressure air from the cylinder to a breathable level.

Facepiece: A full-face mask with a demand valve or other interface that delivers the regulated air to the user and seals out the surrounding air.

Why it's essential:

Safety: It allows firefighters to operate in toxic atmospheres where oxygen may be low or absent, protecting them from harmful gases and particulates.

Versatility: SCBAs are used in a wide range of emergencies, including structural fires, hazardous materials incidents, and confined space rescues.

The Fire Department established a committee of firefighters and officers to evaluate 3 manufacturers to determine the best option for our department needs, now and in the future. The evaluation was performed in 3 phases:

**Phase 1: Educational Session and Product Overviews**

Consisted of comprehensive briefings from representatives of each manufacturer, who presented their latest SCBA models. These sessions covered critical aspects such as operational instructions, user features, safety mechanisms, customization options, service protocols, and warranty terms.

**Phase 2: Field Evaluations**

Consisted of hands-on field evaluations to assess the practical performance of each SCBA. A physical agility course was designed to simulate the demanding conditions encountered at emergency scenes. Committee members tested each SCBA model through the course, evaluating key factors such as comfort, communication clarity, usability, and durability. The evaluation committee then created a list of strengths and weaknesses for each system.

**Phase 3: Technical Analysis and Additional Research**

Consisted of meticulous technical review with our in-house SCBA technician and Support Division to scrutinize each model. The committee also consulted other fire departments using these SCBA models to gather real-world insights.

**Mobile Air Trailer Responder 25D**

To refill SCBA's on an active scene, the Fire Department is requesting a mobile SCBA filling station. This consists of a cascade system which is a high-pressure breathing air storage and refilling system. It uses multiple connected air cylinders to efficiently refill SCBA tanks for personnel, ensuring a continuous supply of air on large fires and other extended incidents where personnel may use multiple bottles. Available through August Industries Buyboard contract 698-23.

Base price: \$205,667.00

Available options:

- Roof Top A/C, Heat strips, and thermostat: \$3,537.82
- Electric tongue jack: \$763.84
- 12' power awning with weather guard, 8 ft deep: \$2,565.24
- Spare tire and mount: \$637.20
- LED Exterior Flood Light Set of 4: \$1,468.80
- 3 position fill station upgrade: \$2,500.00
- Shipping \$5,500

Total: 222,639.90

**THE ALTERNATIVES CONSIDERED:**

**SCBA Options:**

- 1: MSA G1 XR Edition
- 2: Drager PSS 7000
- 3: Scott X3 Pro

**Which alternative is recommended? Why?**

Staff recommends the Scott X3 Pro system and associated equipment for its proven design, lifetime warranty, dual-redundant safety features, superior reliability, and availability through MES Sourcewell Contract #011824 .

**CONFORMITY TO CITY POLICY:**

The purchase of the Scott X3 Pro SCBA systems and associated equipment will be made through MES Life Safety Sourcewell Contract #011824. The purchase of the Mobile Air Trailer Responder 25D will be made through August Industries Buyboard contract #698-23. 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?**

MES Life Safety: \$3,012,625.15

August Industries: \$222,639.90

Total FY26 expenditure: \$3,235,265.05

**Is this a one-time or recurring expenditure?**

One-Time

**Is this expenditure budgeted?**

Yes, funding is available in account 300-56315-900-250-926012.

**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 165 Self-Contained Breathing Apparatus systems and associated equipment through MES Life Safety Sourcewell Contract #011824, in the amount of \$3,012,625.15, and execute the purchase of the Mobile Air Trailer Responder 25D with available options through August Industries Buyboard contract #698-23, in the amount of \$222,639.90, 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:**

Quotes  
SCBA Committee Review  
Contract Verification Forms  
Certificates of Interested Parties  
Presentation



(877) 637-3473

**Quote**

<b>Quote #</b>	QT1992996
<b>Date</b>	10/17/2025
<b>Expires</b>	01/15/2026
<b>Sales Rep</b>	Herron, Jason R
<b>Shipping Method</b>	FedEx Ground
<b>Customer</b>	KILLEEN FIRE DEPARTMENT (TX)
<b>Customer #</b>	C32327

**Bill To**

KILLEEN FIRE DEPARTMENT  
201 S 28TH STREET  
KILLEEN TX 76541  
United States

**Ship To**

KILLEEN FIRE DEPARTMENT  
201 S 28TH STREET  
KILLEEN TX 76541  
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8914026305A04			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo C5 Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS, None, No, SEMS II Pro, No Case, 2 SCBA Per Box	165	\$8,150.11	\$1,344,768.15
200129-01A			Snap-Change Cylinder, Carbon-Wrapped Short & Stubby, Pressure 4500, 45 Minutes (at 40 lpm)	302	\$710.58	\$214,595.16
Scott Part	FP1S40002H00010		FP1S40002H00010 Scott Part 3M™ Scott™ Vision C5 Facepiece w/Radio Direct Interface FP1S40002H00010, Gen 2, L3Harris®, BCH, 4-Strap, Kev, Small	60	\$1,584.76	\$95,085.60
Scott Part	FP1M40002H00010		FP1M40002H00010 Scott Part 3M™ Scott™ Vision C5 Facepiece w/Radio Direct Interface FP1M40002H00010, Gen 2, L3Harris®, BCH, 4-Strap, Kev, Medium	230	\$1,584.76	\$364,494.80
Scott Part	FP1L40002H00010		FP1L40002H00010 Scott Part 3M™ Scott™ Vision C5 Facepiece w/Radio Direct Interface FP1L40002H00010, Gen 2, L3Harris®, BCH, 4-Strap, Kev, Large	102	\$1,584.76	\$161,645.52
FP1S40000000000			3M™ Scott™ Vision C5 Facepiece FP1S40000000000, Gen 2, 4-Strap, Kev, Small	1	\$390.01	\$390.01
FP1M40000000000			3M™ Scott™ Vision C5 Facepiece FP1M40000000000, Gen 2, 4-Strap, Kev, Medium	1	\$390.01	\$390.01
FP1L40000000000			3M™ Scott™ Vision C5 Facepiece FP1L40000000000, Gen 2, 4-Strap, Kev, Large	1	\$390.01	\$390.01
201506-01			BATTERY PACK, LITHIUM ION C5	392	\$105.83	\$41,485.36
CF5V2TDB			Vision C5 Charger (qty 3), Triple Mounting Bracket, High-Power Supply (AC)	68	\$1,180.72	\$80,288.96
201650-05			E-Z Flo C5, Quick Connect Hose, Rectus	291	\$1,936.85	\$563,623.35
200954-32			RIT-PAK III,4.5,LG,C5,RECTUS	14	\$4,133.34	\$57,866.76
200130-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 60 Minutes (at 40 lpm)	40	\$791.36	\$31,654.40
804723-01			(HM) CYL&VLV CARBON 60	24	\$1,628.55	\$39,085.20
TS20YELL			THREAD SAVER - Yellow	370	\$5.63	\$2,083.10
10008912			PACKING, PREFORMED	29	\$2.33	\$67.57
31004311			ADAPTER, AIRLINE UEBSS	29	\$11.96	\$346.84
10012129			Q D,FEMALE,CHECK *KB*	12	\$221.30	\$2,655.60
10012128			Q D,MALE,CHECKED *KB*	12	\$259.05	\$3,108.60



QT1992996



(877) 637-3473

## Quote

Quote #

QT1992996

Date

10/17/2025

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
31004304			PACK PREFORMED-.078W X .468ID	10	\$8.40	\$84.00
31004104			ADAPTER, AIRLINE UEBSS	10	\$11.96	\$119.60
31003989			QD, MALE, CHECKED, UEBSS	5	\$229.89	\$1,149.45
31003990			QD, FEMALE, CHECKED, UEBSS	5	\$229.89	\$1,149.45
78-8151-6649-7			3M™ Scott™ Vision C5 Facepiece 78-8151-6649-7, Gen 2, RIT-Pak III and RIT-Pak Fast Attack	5	\$305.99	\$1,529.95
201673-02			RIT-Pack III, E-Z Flo C5 Regulator, Rectus	5	\$913.54	\$4,567.70

Cale Bryant (254) 285-4993

Sourcewell Contract ID: 011824

Killeen FD Member ID: 210880

<b>Subtotal</b>	\$3,012,625.15
<b>Shipping Cost</b>	\$0.00
<b>Tax Total</b>	\$0.00
<b>Total</b>	\$3,012,625.15

**Contact:** C32327 KILLEEN FIRE DEPARTMENT (TX) : Cale Bryant (254) 501-6596

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1992996



October 22, 2025

## Proposal for Killeen FD

August Industries is pleased to provide you with the following quote on your system.

Supplied with the following quality features:

**AVAILABLE ON BUYBOARD CONTRACT 698-23**

MOBILE BREATHING AIR TRAILER THAT WILL INCLUDE THE FOLLOWING ITEMS:

Mobile Air Trailer "Responder 25D" Consisting of 7x16x7 Highway rated tandem axle heavy duty trailer--6000 PSI 25 CFM Diesel drive compressor-4 Bottle DOT 6000 PSI Cascade storage system-Two Position Class 2 NFPA compliant containment fill station-Electronic carbon monoxide (CO) monitor-2 - 12 Volt rewind hose reels with dual function air control panel-6 KW Tongue mounted generator with cover-2 - 12 Ft. Stand-alone extendable 500 watt area lights-14 Position cabinet enclosed SCBA storage area--First aid kit. **\$205,667.00**

### AVAILABLE OPTIONS:

ROOF TOP A/C 15000 BTU LOW PROFILE WITH HEAT STRIPS THERMOSTAT AND ANALOG KIT **\$3,537.82**

ELECTRIC TONGUE JACK **\$763.84**

12' POWER AWNING WITH WEATHER GUARD 8' DEEP **\$2,565.24**

SPARE TIRE AND MOUNT **\$637.20**

LED 600 Diode Exterior Flood Light Set of 4, 2 Each Side **\$1,468.80**

3 POSITION FILL STATION UPGRADE **\$2,500.00**

### TERMS:

Net 30 with approved purchase order

This quoted price is valid through Jan 2026

**Price does not include shipping.**

**Shipping estimate is \$5,500.00**

**Lead time is approximately 6 months**

# Killeen Fire Department: Proposal for SCBA Acquisition

The Killeen Fire Department (KFD) seeks to replace its current fleet of Self-Contained Breathing Apparatus (SCBA) with advanced models that meet the operational demands of our personnel. To ensure a thorough and impartial selection process, KFD established a diverse evaluation committee comprising personnel with varied expertise to assess SCBA products from three manufacturers, referred to as SCBA A, B, and C. The evaluation was conducted in multiple phases, including educational sessions, field testing, and in-depth technical analysis, to identify the SCBA best suited to the department's needs.

## **Phase 1: Educational Sessions and Product Overviews**

The evaluation process commenced with comprehensive briefings from representatives of each manufacturer, who presented their latest SCBA models. These sessions covered critical aspects such as operational instructions, user features, safety mechanisms, customization options, service protocols, and warranty terms. The interactive format facilitated a dynamic exchange of information, allowing committee members to pose questions and gain insights into how each SCBA could be tailored to KFD's operational requirements. This bidirectional dialogue enabled manufacturers to highlight features most relevant to our department's needs.

## **Phase 2: Field Evaluation**

In the second phase, the committee conducted hands-on field evaluations to assess the practical performance of each SCBA. A physical agility course was designed to simulate the demanding conditions encountered at emergency scenes. Committee members tested each SCBA model through the course, evaluating key factors such as comfort, communication clarity, usability, and durability. Manufacturer representatives were present to provide support and address questions. Following the field tests, each committee member documented at least five strengths and five weaknesses for each SCBA model. These have been summarized below.

### **SCBA A: Strengths and Weaknesses**

#### ***Strengths:***

- Integrated speaker enhances communication clarity.
- Adjustable back frame prevents helmet interference with the air cylinder.
- Regulator design allows easy attachment and detachment in various positions.
- Lightweight facepiece with excellent field of vision and comfort.
- Single rechargeable battery simplifies power management.
- Some members reported improved air delivery on demand.
- Remote gauge features a digital display with an estimated time-to-low-air-alarm function.
- Overall comfort during extended use.
- One-way valve in the facepiece reduces cross-contamination risks.

***Weaknesses:***

- Permeable materials make cleaning and decontamination less than ideal.
- Alarm bell may be difficult to hear in high-noise environments.
- Purge valve operation is difficult to manipulate.
- Stiff regulator hose obstructs movement.
- Construction feels less robust, raising durability concerns.
- Lack of redundancy in the pressure reducer (safety concern).
- Low-air alarm discharges air into the atmosphere, wasting usable air.
- Limited 15-year warranty excludes straps and soft goods.

**SCBA B: Strengths and Weaknesses**

***Strengths:***

- Adjustable back frame with swivel hip piece enhances comfort.
- Non-permeable materials facilitate easy cleaning and drying.
- Regulator with swivel mechanism prevents hose binding.
- User-friendly purge valve.
- Wide field of vision through the facepiece.
- Heads-up display (HUD) with periodic activation draws attention effectively.
- Clear display on the remote gauge.
- 15-year warranty.
- Voice amplifier is effective.
- Stable shoulder straps and lightweight back frame.

***Weaknesses:***

- Heavier facepiece compared to competitors.
- Bulky remote gauge with digital-only display, inoperable if the battery fails.
- Untested new design, lacking real-world validation from other departments.
- Difficulty securing the air cylinder.
- Restricted range of motion with mask when looking downward.
- Multiple batteries are challenging to replace.
- No redundancy in the pressure reducer (safety concern).
- Cumbersome communication cords.
- Low-air alarm wastes breathable air into the atmosphere.
- Long low-pressure hose and wide shoulder straps impede movement.
- Waist strap loosens during activity.
- Shoulder strap movements are not easily made when adjusting or doffing.

## **SCBA C: Strengths and Weaknesses**

### ***Strengths:***

- Familiar design, similar to KFD's current SCBA, easing transition.
- Lifetime warranty covering ALL components.
- Vibralert low-air alarm provides both audible and tactile feedback.
- Low-air alarm directs air to the facepiece instead of wasting it to the atmosphere.
- Improved comfort over current equipment.
- Bone mic communication system is user-friendly and effective.
- Epoxy-encased motherboard enhances durability and moisture resistance.
- Waist belt adjusts easily and remains secure during movement.
- Waist belt attaches to the back frame at one point to allow straps to stay tight around hips.
- Analog remote gauge ensures reliability and compactness.
- Proven design with positive feedback from other departments.
- Responsive customer support for repairs and warranty claims.
- Dual-redundant pressure reducer enhances safety (this is a major safety benefit).
- One way CGA fitting on the main valve simplifies and expedites cylinder refilling.
- Secure twist-lock regulator attachment ensures connection to face piece.

### ***Weaknesses:***

- Non-adjustable back frame, relying solely on shoulder and waist strap adjustments.
- Field of vision comparable to current equipment, offering no improvement.
- Regulator connection limited to one direction.
- Permeable materials pose cleaning challenges.
- Shoulder straps occasionally slide (optional chest strap not tested).
- Perceived as heavier and top-heavy.
- Reluctance to adopt Bluetooth communication features.
- Low-pressure line may obstruct movement.
- Facepiece less comfortable than SCBA A.

## **Initial Ranking Post-Field Testing**

Following the field evaluation, the committee's preliminary ranking was:

1. SCBA B
2. SCBA A (close second)
3. SCBA C

## **Phase 3: Technical Analysis and Additional Research**

The third phase involved a meticulous technical review, with KFD's SCBA technician and support division joining the committee to scrutinize each model. Communication systems underwent rigorous testing, with SCBA A and C demonstrating superior clarity in transmitting and receiving communications, while SCBA B underperformed. The committee also consulted other fire departments using these SCBA models to gather real-world insights. This phase revealed critical safety and operational concerns for each model.

### **SCBA A: Concerns**

- The regulator bypass function is difficult to lock and easily unlocks, undermining its safety purpose.
- The air cylinder relies solely on a friction-based metal strap, allowing slippage during activities like dragging, which stresses high-pressure lines and fittings.
- Worn metal straps may damage cylinders, producing scrapes and gouges.
- Other departments reported metal shavings in regulators, potentially from the bypass mechanism.
- Customer service challenges, including delays in parts availability (up to one year).
- No mechanism to lock the main valve in the open position, risking accidental closure.

### **SCBA B: Concerns**

- Intermittent regulator latch sticking creates a false sense of security, posing a significant risk in Immediately Dangerous to Life and Health (IDLH) environments if the regulator becomes dislodged.
- The adjustable back frame's keeper broke under approximately 100 lbs of force, causing the frame to collapse and stress the low-pressure hose, risking catastrophic air loss. These back frames will see pulling forces over 300 LBS.
- When collapsing back frame rails, the low-pressure hose gets pinched, accelerating wear.
- Facepiece electronics module detaches with minimal force.
- Flimsy back frame construction raises durability concerns.
- Insecure CGA-to-snap-change adapter, relying on hand-tight threading.
- No mechanism to lock the main valve in the open position, risking accidental closure.
- Poor communication clarity over radio systems.

### **SCBA C: Concerns**

- Potential wear on the CGA fill fitting due to its location, though mitigated by a secure rubber cap and replaceable design.
- Hesitation regarding Bluetooth communication integration.

## Final Recommendation

Following the comprehensive evaluation, the committee's preference shifted significantly due to the critical safety concerns identified, particularly with SCBA B. The final recommendation is as follows:

1. **SCBA C:** Preferred for its proven design, lifetime warranty, dual-redundant safety features, and superior reliability, despite minor drawbacks.
2. **SCBA A:** Retained as a viable second choice, though concerns about durability and customer service persist.
3. **SCBA B:** Eliminated due to unacceptable safety hazards, including regulator and back frame failures.

KFD recommends proceeding with SCBA C to ensure the safety, efficiency, and operational readiness of our firefighters. We are prepared to provide further details to support this proposal.



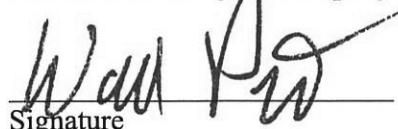
## Contract Verification

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

Ward Petrie

Printed Name

08/15/2024

Date

Municipal Emergency Services, Inc.

Company Name

SVP Finance

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.*
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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.

Casey Jensen

Signature

Company Name

Printed Name

Title

Date

## **CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY**  
**CERTIFICATION OF FILING**

**Certificate Number:**  
2024-1201521

**Date Filed:**  
08/15/2024

**Date Acknowledged:**

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

## Municipal Emergency Services, Inc.

## Sandy Hook, CT 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.

## SCBA Service

SCBA Service; no contract number associated

**5 Check only if there is NO Interested Party.**

## 6 UNSWORN DECLARATION

My name is **Ward Petrie** and my date of birth is **05/16/70**

My address is 12 Turnberry Lane, 2nd Fl, Sandy Hook, CT, 06482, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Fairfield County, State of CT on the 15 day of August, 2024.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)





# PURCHASE OF SELF- CONTAINED BREATHING APPARATUS AND AIR COMPRESSOR TRAILER

RS-25-011

January 6, 2026

# SCBA Background

2

- The Fire Department uses a Self-Contained Breathing Apparatus (SCBA) which is a portable system that provides firefighters with clean, breathable air in hazardous environments such as smoke-filled buildings or chemical incidents.
- SCBA's consist of a high-pressure air cylinder, harness, pressure regulator, and a facepiece that allows the user to breathe in a contaminated atmosphere.

# SCBA Background

3

- SCBA's prevent inhalation of toxic gases and particulates
- Firefighters are trained to use SCBA's through all phases of an incident, including after the flames are extinguished.
- SCBA's are used in a wide range of emergencies, including structural fires, hazardous materials incidents, and confined space rescues.

# SCBA Background

4

- The Fire Department established a committee of firefighters and officers to evaluate 3 SCBA manufacturers (MSA, Drager, and Scott Safety) to determine the best option for our department needs, now and in the future. The evaluation was performed in 3 phases:
- Phase 1: Educational Session and Product Overviews
- Phase 2: Field Evaluations
- Phase 3: Technical Analysis and Additional Research

# Alternatives Considered

5

- **MSA G1 XR Edition:**



# Alternatives Considered

6

- Drager PSS 7000:



# Alternatives Considered

7

- **Scott X3 Pro:**



# Procurement Process

8

- The SCBA's were evaluated and scored based on 4 criteria:
  - Quality of product
  - Ability to deliver the product in a timely manner
  - Safety, comfort, and reliability
  - Product Support and Training

# SCBA Final Recommendation

9

- The Scott X3 Pro was selected for the following reasons:
  - Proven Design
  - Lifetime Warranty (“Bumper-to-Bumper”)
    - Life expectancy is at least 10 years
      - Dependent on amount of wear the units undergo
  - Dual-redundant safety features
  - Superior reliability
  - Availability – Expected to ship within 90 days

# Trailer Background

10

- To refill SCBA's on an active scene, the Fire Department is requesting a mobile SCBA filling station.
- Ensures a continuous supply of breathing air on large fires and other extended incidents where personnel may use multiple bottles.
- This consists of:
  - a cascade system of high-pressure air storage tanks
  - Breathing air compressor
  - SCBA bottle refilling stations
  - Generator for power
  - Shelter awnings for the operator

# Trailer Background

11

- Mobile Air Trailer "Responder 25D" cost: \$222,639.90
- Included Features:
  - Roof Top A/C, Heat strips, and thermostat
  - Electric tongue jack
  - 12' power awning with weather guard, 8 ft deep
  - Spare tire and mount
  - 4 LED Exterior Flood Lights
  - 3 position fill station
  - Shipping

# Background

12

- Mobile SCBA  
Trailer  
“Responder 25D”



# Background

13

- Mobile SCBA  
Trailer  
“Responder 25D”



# Fiscal Impact

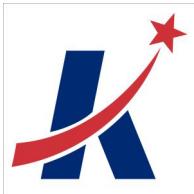
14

- The total cost of the acquisition for 165 SCBA systems and associated equipment through MES Life Safety (Sourcewell Contract #011824) will be \$3,012,625.15
- The total cost of the acquisition for one “Responder 25D” mobile SCBA refill trailer through August Industries (Buyboard contract #698-23) will be \$222,639.90
- Budgeted item for FY26 through recent CO that was issued
  - Falls within the approved amount of the CO

# Recommendation

15

- Staff recommends authorizing the City Manager, or his designee, to execute the purchase of Self-Contained Breathing Apparatus systems and associated equipment through MES Life Safety (Sourcewell Contract #011824) in the amount of \$3,012,625.15, and execute the purchase of the Mobile Air Trailer with available options through August Industries (Buyboard contract #698-23) in the amount of \$222,639.90, 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-26-012

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Consider a memorandum/resolution appointing members to the Board of Adjustment.

**DATE:** January 6, 2026

**TO:** Kent Cagle, City Manager

**FROM:** Holli Clements, City Attorney

**SUBJECT:** Appointing members to the Board of Adjustment

### **BACKGROUND AND FINDINGS:**

On December 2, 2025, City Council consolidated four separate boards of adjustment and appeals into a single Board of Adjustment. The Board's purpose is to hear appeals from any order or decision made by the Building Official, variance requests, special exceptions requests, and dangerous building cases. The Board will also provide City Council with recommendations as to any future amendments to Chapter 8 of the Code of Ordinances and the adoption of international and national building codes.

The Board consists of nine regular members who serve staggered terms of two years: four members with construction or building experience, one member with aviation experience, one member with fire suppression or prevention experience, and three at-large members. City Council may appoint up to two alternate at-large members.

### **THE ALTERNATIVES CONSIDERED:**

Click or tap here to enter text.

### **Which alternative is recommended? Why?**

Staff recommends appointing members to the Board of Adjustment.

### **CONFORMITY TO CITY POLICY:**

This item conforms to City policy.

### **FINANCIAL IMPACT:**

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

N/A

**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 appointing members to the Board of Adjustment.

<b>New Member</b>	<b>Position</b>	<b>Term Ending</b>
Construction/Building		September 2027
Construction/Building		September 2027
Construction/Building		September 2026
Construction/Building		September 2026
Aviation		September 2026
Fire Prevention		September 2027
At-Large		September 2027
At-Large		September 2027
At-Large		September 2026
Alternate		September 2027
Alternate		September 2026

**DEPARTMENTAL CLEARANCES:**

Click or tap here to enter text.

**ATTACHED SUPPORTING DOCUMENTS:**

Presentation



# APPOINTING MEMBERS TO BOARD OF ADJUSTMENT

RS-26-012

January 6, 2026

# Background

2

- On December 2, 2025, City Council consolidated four separate boards of adjustment and appeals into a single Board of Adjustment.
- The Board's purpose is to hear the following:
  - Appeals from any order or decision made by the Building Official
  - Variance requests
  - Special exceptions requests
  - Dangerous building cases
  - Amendments to Chapter 8 of the Code of Ordinances
  - Amendments to international and building codes

# Background

3

- The Board consists of 9 regular members who serve staggered terms of two years:
  - Four members with construction or building experience
  - One member with aviation experience
  - One member with fire suppression or prevention experience
  - Three at-large members
- Council may appoint up to alternate at-large members

# Board of Adjustment

4

New Member	Position	Term ending
	Construction/Building	September 2027
	Construction/Building	September 2027
	Construction/Building	September 2026
	Construction/Building	September 2026

# Board of Adjustment

5

New Member	Position	Term ending
	Aviation	September 2026
	Fire Prevention	September 2027
	At-Large	September 2027
	At-Large	September 2027
	At-Large	September 2026
	Alternate	September 2027
	Alternate	September 2026

# Recommendation

6

- Staff recommends that the City Council appoint members to the Board of Adjustment.



# City of Killeen

## Staff Report

File Number: OR-26-001

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Consider an ordinance amending the Code of Ordinances Chapter 20, Article II, Itinerant Peddlers, Merchants, Etc., to amend regulations related to Itinerant Vendors.

**DATE:** **January 6, 2026**

**TO:** **Kent Cagle, City Manager**

**FROM:** **Holli Clements, City Attorney**

**SUBJECT:** **Ordinance Amending Itinerant Vendor Regulations**

### **BACKGROUND AND FINDINGS:**

The Itinerant Vendor ordinance establishes guidelines and restrictions relating to itinerant vendors, merchants and peddlers who do not have a fixed place of business in the city or who conduct a business from any truck, trailer, mobile home, or other vehicle who go door to door or place to place selling or soliciting orders for goods, wares, or merchandise.

In 2025, the state legislature passed HB 2844, which among other things, adopted revisions to Chapter 437 of the Texas Health and Safety Code requiring a state license to operate a food truck. The bill provides that a municipality may not prohibit the operation of a mobile food vendor who holds a mobile food vendor license and complies with all other state and local laws not in conflict with said Chapter. This part of the bill will go into effect July 1, 2026. Since mobile food vendors will be regulated by the state, the proposed ordinance would exclude mobile food vendors who hold a state mobile food vendor license from the requirement to obtain a city Itinerant Vendor permit. The ordinance would also exclude any vendor who has a vendor permit in connection with city-hosted event. The purpose of these changes is to eliminate duplication in state and city permitting requirements.

Additionally, the proposed ordinance would add the sale of services to the list of door to door or place to place sales that must be permitted so that these sales would be treated the same as sales of goods, wares and merchandise.

### **THE ALTERNATIVES CONSIDERED:**

N/A

### **Which alternative is recommended? Why?**

Staff recommend that the City Council adopt the ordinance amending Itinerant Vendor regulations.

**CONFORMITY TO CITY POLICY:**

This ordinance conforms to City policy.

**FINANCIAL IMPACT:**

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

There is no expenditure associated with this item. Revenues may be impacted by decreased fees for mobile food vendors and increased fees for vendors who offer services door to door. The increased revenue collected from vendors who offer services will likely offset the decreased revenue from mobile food vendors.

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

Recurring revenue

**Is this revenue/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 revenue/expenditure?**

N/A

**RECOMMENDATION:**

Staff recommends that the City Council adopt the ordinance amending Itinerant Vendor regulations.

**DEPARTMENTAL CLEARANCES:**

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance

Presentation

## ORDINANCE

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**AN ORDINANCE AMENDING CHAPTER 20, ARTICLE II, ITINERANT PEDDLERS, MERCHANTS, ETC., OF THE CITY OF KILLEEN'S CODE OF ORDINANCES AMENDING REGULATIONS RELATED TO ITINERANT VENDORS; PROVIDING A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

**WHEREAS**, H.B. 2844 (89<sup>th</sup> Legislative Session) adopted revisions to Chapter 437 of the Texas Health and Safety Code which will require a state license to operate a food truck and provides that a municipality may not prohibit the operation of a mobile food vendor who holds a mobile food vendor license and complies with all other state and local laws not in conflict with said Chapter; and

**WHEREAS**, the City desires to eliminate duplication in state and local permitting requirements with regard to mobile food vendors and vendors in connection with a city-hosted event; and

**WHEREAS**, the City finds that it is in the City's best interest to regulate door-to-door sales of services similarly to door-to-door sales of goods;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:**

**SECTION I:** That Chapter 20, Article II, Itinerant Peddlers, Merchants, Etc., of the City of Killeen Code of Ordinances is hereby amended to read as follows:

### **Chapter 20 - PEDDLERS, SOLICITORS, ETC.**

\*\*\*\*\*

### **ARTICLE II. - ITINERANT PEDDLERS, MERCHANTS, ETC.**

#### **DIVISION 1. - GENERALLY**

##### **Sec. 20-26. - Definition.**

For purposes of this article, the term "itinerant vendor, merchant, or peddler" is defined as any person ~~selling goods, wares or merchandise who does not have a fixed place of business in a permanent building in the city which is either owned by such vendor or under lease to such vendor for a period of at least one hundred eighty (180) days, and any vendor who conducts a~~

~~business from any truck, trailer, mobile home, van or any other type of structure or vehicle capable of being transported on the streets and highways of the city or~~ who goes from door to door or place to place selling or soliciting orders for goods, wares, services or merchandise. This term does not include mobile food vendors who hold a state-issued mobile food vendor license or any vendor who has a valid vendor permit in connection with a city-hosted event. For purposes of this Chapter, a city-hosted event is an event that is funded by the City and organized by City staff.

**Sec. 20-27. - Compliance generally.**

It shall be unlawful for any itinerant vendor, merchant or peddler, or any person as agent, employee or servant of any such vendor, merchant or peddler, to sell, offer or exhibit for the purpose of taking orders for sale thereof, any goods, wares, services, merchandise or other personal property at any location in the city without having complied with the provisions of this article.

**Sec. 20-28. - Exemptions from permit fee.**

The payment of the permit fee shall not be held to be applicable to the following; however, they are required to comply with all other provisions of this article:

- (1) Ordinary commercial travelers who sell or exhibit for sale goods, wares, services, merchandise, or other personal property to persons engaged in the business of buying, selling and dealing in the same.
- (2) Vendors of farm produce, poultry, stock or agricultural products in their natural state if raised on land owned or leased by the vendor, or such products may be sold by any member of the owner's or lessee's household.
- (3) Sales of goods, wares, services and merchandise donated by the owners thereof, the proceeds of which are to be used and applied to some charitable, religious or philanthropic purposes.
- (4) Sales of goods, wares, services and merchandise by any bona fide charitable, religious or philanthropic organization.
- (5) Persons engaged in interstate commerce.

**SECTION II.** That all ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION III.** That should any section or part of any section or paragraph of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

**SECTION IV.** That the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

**SECTION V.** That this ordinance shall be effective after its passage and publication according to law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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:**

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Debbie Nash-King, MAYOR

**ATTEST:**

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Laura Calcote, CITY SECRETARY

**APPROVED AS TO FORM:**

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Holli Clements, CITY ATTORNEY



# ITINERANT VENDOR ORDINANCE

OR-26-001

January 6, 2026

# Background

2

- The Itinerant Vendor ordinance establishes guidelines and restrictions relating to vendors who do not have a fixed placed of business in Killeen or who go door to door or place to place selling or soliciting orders for goods, wares, or merchandise.
- The state legislature recently passed HB 2844 that requires a state license to operate a food truck. The City may not enforce rules in conflict with the new law.

# Proposed Changes

3

- Purpose of the proposed changes is to eliminate duplication in state and city permitting requirements
- Changes would exclude the following from requirements to obtain a city Itinerant Vendor permit:
  - mobile food vendors who hold a state issued mobile food vendor license (beginning July 2026)
  - any vendor who holds a vendor permit in connection with a city-hosted event
- Changes would add the sale of services to the list of door to door or place to place sales that must be permitted so that services would be treated the same as the sale of goods

# Recommendation

4

- Staff recommends that the City Council approve the amendments as presented.



# City of Killeen

## Staff Report

File Number: OR-26-002

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Consider an ordinance amending the Code of Ordinances, Chapter 25, Article V, Parades and Assemblies, and repealing Chapter 5, Article IV, Shows, Etc., to adopt updated regulations for Special Event permitting.

**DATE:** **January 6, 2026**

**TO:** **Kent Cagle, City Manager**

**FROM:** **Laurie Wilson, Assistant City Manager**

**SUBJECT:** **Ordinance Amending Chapter 25, Article V and Repealing Chapter 5, Article IV - Special Events Ordinance**

### **BACKGROUND AND FINDINGS:**

The City's current regulations governing parades and assemblies are codified in Chapter 25, Article V of the Code of Ordinances ("Parades and Assemblies Ordinance"). Separately, Chapter 5, Article IV ("Shows, Etc.") regulates shows, performances, exhibitions, carnivals, circuses, rodeos, and similar places of amusement.

These provisions were adopted decades ago, are in different chapters, and use outdated terminology and processes. They do not reflect current best practices for special event management, public safety, or constitutional standards for content-neutral time, place, and manner regulation.

#### Council direction and stakeholder process

In response to concerns raised by downtown businesses and other event stakeholders about the existing process, the City Council directed staff to conduct stakeholder outreach and to bring back recommended ordinance amendments. Pursuant to that direction, staff met with representatives of the Downtown Merchants Association, Downtown Advisory Board, Youth Advisory Council, and internal City departments, including Police, Parks and Recreation, and Development Services.

#### Key themes from that stakeholder process included:

- Multiple events based on resources, not a "one-event-per-day" rule: Stakeholders and the Police Department supported revising the "one event at a time" limitation so that simultaneous events may be approved when City resources (e.g., police, EMS, traffic control, sanitation) can safely accommodate them.
- Street closures and downtown access: Downtown businesses and law enforcement expressed concern about frequent or small-scale street closures, recommending that street closures be reserved for larger or City-sponsored events and that smaller events be directed

- to City-owned lots and other venues that do not block access or affect emergency response.
- Advance notice and transparency: Stakeholders requested more predictable timelines, including longer lead times for larger events, and reasonable notice (e.g., 15-30 days) to affected businesses. They also supported posting permitted events on the City's community calendar to improve communication and planning.
- Tiered structure and differentiated requirements: Stakeholders favored a tiered framework that distinguishes between smaller neighborhood-scale events and larger events with significant road closures or attendance (e.g., 500+), so that application timelines, public safety requirements, insurance, and fees are calibrated to event size and impact.
- Vendor placement and right-of-way use: Downtown stakeholders requested clearer rules for food trucks and other vendors, including dedicated locations for generators, prohibitions on blocking open businesses, and coordination with itinerant vendor regulations.
- Risk management, accountability, and feedback: Stakeholders supported requirements for event insurance, identification of a point of contact during events, clear expectations for cleanup and access, and "guardrails" or consequences for repeat violations, as well as an opportunity for post-event feedback that can be considered in future permitting decisions.

The proposed Special Events Ordinance reflects these themes by:

- Replacing the "one event at a time" rule with a resource-based approach grounded in objective, content-neutral criteria;
- Providing a tiered classification and review system tied to event size and operational impact, with corresponding timelines and insurance requirements;
- Clarifying when and how street closures may be approved and emphasizing the use of appropriate venues for smaller events;
- Requiring coordination on parking, vendor placement, and use of the public-right-of-way; and
- Strengthening provisions related to public notice, permit conditions, cost recovery, cleanup, enforcement, and consideration of prior event history.

#### Consolidation and modernization

The ordinance further:

1. Consolidates and modernized regulation of public events by amending Chapter 25, Article V to create a unified Special Events ordinance applicable to parades, assemblies, shows, performances, carnivals, circuses, rodeos, block parties, and similar activities, and by repealing Chapter 5, Article IV, with its subject matter now addressed in the consolidated framework.
2. Clarifies purpose and ensures content-neutral administration by expressly stating that the ordinance is a reasonable time, place, and manner regulation intended to protect public health, safety, and welfare and manage limited public resources, without regard to the content or viewpoint of expressive activity.
3. Updates definitions and scope, adopts tier-based permit system with clear timelines and insurance requirements, standardizes procedures for application (including emergencies) and appeals, modernizes standards for issuance and modification, and provides updated enforcement tools, including permit revocation and immediate suspension authority where necessary to address imminent risks to public health or safety.
4. Incorporates special provisions for parking, amusement rides, temporary structures, food service, sanitary facilities, animal waste, trash disposal, police and EMS coverage, cleanup,

insurance, and indemnification, so that all special events - including those historically regulated under "Shows, Etc." - are subject to consistent, modern requirements.

By consolidating and updating these provisions, the ordinance creates a single, clear, and modern framework that is informed by stakeholder input, more transparent for organizers and businesses, and better aligned with current legal and operational standards.

**THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

The proposed ordinance conforms to City policy by:

- Promoting public health, safety, and welfare;
- Ensuring consistent, transparent, and content-neutral regulation of public events; and
- Providing clear standards for the use of public property and City resources.

**FINANCIAL IMPACT:**

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

There is no direct expenditure associated with adopting this ordinance. The ordinance:

- Continues collection of event-related fees in accordance with the City's adopted fee schedule;
- Clarifies and supports cost recovery for police, fire, EMS, sanitation, traffic control, and other City services when events require special attention and involvement of City personnel or facilities; and
- May create modest recurring revenue and cost-recovery opportunities, depending on the number and type of permitted events.

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

Recurring and dependent on the volume and nature of special events.

**Is this revenue/expenditure budgeted?**

Yes. Revenues and expenditures related to special event permitting and associated City services are included in existing departmental budgets and fee structures.

**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 adopt the ordinance amending Chapter 25, Article V of the Code of Ordinances and repealing Chapter 5, Article IV, and replacing them with the updated Special Events Ordinance.

**DEPARTMENTAL CLEARANCES:**

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance  
Presentation

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## ORDINANCE

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**AN ORDINANCE AMENDING CHAPTER 25, ARTICLE V, PARADES AND ASSEMBLIES, AND REPEALING CHAPTER 5, ARTICLE IV, SHOWS, ETC., OF THE CITY OF KILLEEN'S CODE OF ORDINANCES AMENDING REGULATIONS FOR SPECIAL EVENTS; PROVIDING A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

**WHEREAS**, the City find that it is in the City's best interest to update its regulations for special events;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:**

**SECTION I:** That Chapter 5, Article IV, Shows, Etc. is repealed in its entirety;

**SECTION II:** That Chapter 25, Article V, Parades and Assemblies, of the City of Killeen Code of Ordinances is hereby amended to read as follows:

### **CHAPTER 25 – STREETS, SIDEWALKS AND MISCELLANEOUS PUBLIC PLACES**

\*\*\*\*\*

#### **ARTICLE V. SPECIAL EVENTS~~PARADES AND ASSEMBLIES~~**

##### **DIVISION 1. GENERALLY**

###### **Sec. 25-141. Short title and purpose.**

This article shall be known ~~and referred to~~ as the "Special Events Parade and Assembly Ordinance of the City of Killeen."

Due to their size and special requirements, some gatherings or organized activities may place unique demands on public resources or pose a danger to public health, safety, or welfare. In order to plan for and manage these demands, and to ensure the protection of public health and safety, it is necessary that the City receive advance notice of such special events.

This article is intended to address those operational and public safety concerns and is not intended to place an unnecessary burden on any person's rights of association, expression, or peaceful assembly. It shall be interpreted and applied in a content- and viewpoint-neutral manner, and solely as a reasonable regulation of the time, place, and manner of special events.

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In administering and enforcing this article, the City shall balance the right of individuals and groups to engage in expressive or associative activity with the City's obligation to protect public health, safety, and welfare and to manage limited public resources. Nothing in this article requires the City to issue a permit where objective public safety, operational capacity, or documented historical impacts demonstrate that the event would create unreasonable risk or burden.

(Code 1963, Ch. 13, art. 7, § 1 [Ord. No. 72-72, § 2, 11-16-72])

## **Sec. 25-142. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Applicant* means a person who has filed a written application for a special event permit.

*Application fee* means a base fee established by City ordinance for processing a special event permit application.

*Assembly* shall means any concerted meeting together of twenty-five (25) or more individuals or persons for a substantial period of time at a specific place upon any public roadway, sidewalk, or other public place or property at a place within the regulatory jurisdiction of the eCity, including expressive or associative activities protected by law. The term does not include commercial advertising, revenue-generating activities, fundraising, or parade as defined herein.

*Assembly permit* shall mean a written authorization to assemble issued by the city of Killeen as required by this article.

*Association* shall mean a group of individuals or persons who are joined together for a specific purpose at a specific time and are acting together without the issuance of a charter by a unit of government; it is not a legal entity separate from the individuals or persons who compose it.

*Block party* means an organized activity that closes a local residential street that is initiated by and intended to attract only local residents who live on or in close proximity to the street being closed and not intended for the general public.

*Force majeure* means fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, inclement weather, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, or local, national, or international emergencies, or other reason of like nature.

*Parade* shall means any concerted walk, column, march or procession of any kind, or any similar display consisting of twenty-five (25) or more individuals, or five (5) or more vehicles, moving together in or upon any public roadway, sidewalk, or other public property in a place within the regulatory jurisdiction of the eCity.

*Permittee* means the person to whom a permit is granted pursuant to this article.

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*Public safety plan* means any plan submitted by the applicant setting forth a description and location of emergency services, evacuation, fire prevention, and fire suppression on the property being used for the event, and emergency medical services for entertainers, exhibitors, attendees, and other persons at the event.

*Sidewalk* means that portion of a street between the curb lines or lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians.

*Special event* means a planned public gathering, entertainment, assembly, demonstration, festival, parade, block party, or organized activity, including but not limited to parades, bike races, marathons, fun runs, block parties, concerts, carnivals, circuses, performances, or festivals involving twenty-five (25) or more persons that occurs on public property or impacts public resources. Operational impacts requiring a special event permit include, but are not limited to, events that:

- 1) Impact City services, traffic, or property;
- 2) Close or impact a public street, sidewalk, or trail;
- 3) Block or restrict City-owned property;
- 4) Commercial sale of merchandise, food, or beverages on City-owned property;
- 5) Erect tents, canopies, or temporary structures subject to regulation under other applicable City ordinances;
- 6) Install a stage, band-shell, trailer, van, portable building, grandstand, or bleachers;
- 7) Place portable toilets on City-owned property;
- 8) Place temporary no-parking signs in a public right-of-way;
- 9) Place pedestrian boundary markers on City-owned property;
- 10) Place additional waste containers; or
- 11) Have an impact to public safety.

*Special event permit* means a written authorization issued by the City of Killeen as required by this article.

*Street* means the entire width between the boundary lines of every way publicly maintained, when any part thereof is open to use by the public for vehicular traffic.

~~*Parade permit* shall mean a written authorization to parade issued by the city of Killeen as required by this article.~~

(Code 1963, Ch. 13, art. 7, § 2 [Ord. No. 72-72, § 3, 11-16-72]; Ord. No. 98-29, § I, 4-28-98)

Cross reference(s)—Definitions and rules of construction generally, § 1-2.

### **Sec. 25-143. Penalty.**

Unless stated otherwise, violations of this article shall be punished as provided in ~~§~~Section 1-8. *Any event conducted without a required special event permit may be immediately suspended or shut down by City personnel in the interest of public safety.*

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## Sec. 25-144. Unlawful actions not permitted.

Nothing in this article authorizes the use of public sidewalks, streets, roadways, alleys, parks, or grounds, or the use of any private or public property, by any person in or by any manner, means or method, that violates the laws of the United States, the state, or ordinances of the eCity ~~applicable thereto~~. Any person who violates such other laws and ordinances are punishable according to the provisions of such other applicable laws and ordinances.

(Code 1963, Ch. 13, art. 7, § 4 [Ord. No. 72-72, § 5, 11-16-72])

## Sec. 25-145. Exceptions.

This article does not apply to ~~special events~~~~parades or assemblies~~ consisting of:

- 1) ~~a~~A funeral or funeral procession~~; or~~ ~~to~~
- 2) ~~s~~Students in grades one (1) through twelve (12) going to and from school classes or participating in educational activities when such conduct is under the immediate direction and supervision of school authorities~~; or~~ ~~to~~
- 3) ~~g~~Governmental bodies or units of the eCity~~; or~~
- 4) Private events held on private property when the property is zoned appropriately;
- 5) Events that are authorized under a separate agreement or permit issued by the City; or
- 6) Events wholly contained on property specifically designed or suited for the event and that holds a certificate of occupancy for such use, including adequate parking (e.g. a hotel ballroom, rodeo arena, special events center) without impact to City services.

These exceptions shall be construed narrowly so as not to undermine the public safety and resource-management purposes of this article.

(Code 1963, Ch. 13, art. 7, § 4 [Ord. No. 72-72, § 5, 11-16-72])

## Sec. 25-146. Compliance generally.

It is unlawful for any person applying for a permit, or ~~engaging~~, participating ~~or aiding in, or forming or starting,~~ any ~~special event~~~~parade or assembly~~ for which a permit has been issued, to fail to comply with all the directions and conditions of such permit and all laws and ordinances applicable to such ~~special event~~~~parade or assembly~~.

(Code 1963, Ch. 13, art. 7, § 4(c) [Ord. No. 72-72, § 5, 11-16-72])

## Secs. 25-147—25-155. Reserved.

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## Sec. 25-156. Required.

(a) Every individual ~~has the right to~~ may engage in, participate in, form, organize, ~~start~~ or aid in ~~the conduct of~~ engaging in, participating in, forming, starting or continuing any a special event, parade or assembly if provided that a special event ~~parade permit or assembly~~ permit ~~for such parade or assembly~~ has first been obtained from the eCity by at least one ~~responsible person~~ some individual.

(b) It is unlawful for any person to engage in, participate in, ~~aid~~, form, organize, or ~~start~~ aid in the conduct of any special event ~~parade or assembly~~ that requires a permit under this section unless a valid special event ~~parade permit or assembly permit~~ therefor has first been obtained ~~as required by~~ in accordance with this section and the City's Special Events Guide ~~this section~~.

The City shall classify special events into tiers based on event scope, size, and operational impact. Each tier carries distinct application timelines and minimum insurance requirements.

### 1) Tier 1 – Minor Events

- a) Includes homeowners' association events, block parties, and similar small-scale events with limited residential road closures and anticipated or recorded attendance of one hundred (100) or fewer persons.
- b) Applications must be submitted not later than twenty-one (21) days prior to setup.

### 2) Tier 2 – Limited Impact Events

- a) Includes small-scale single-day events with no road closures; restricted to parking lots or private property open to the public; anticipated or recorded attendance of one hundred one (101) to five hundred (500) persons; no sale or service of alcoholic beverages; and does not require public safety personnel and/or vehicles.
- b) Applications must be submitted not later than thirty (30) days prior to setup.
- c) Minimum liability insurance requirements may be required as determined by the City Manager or designee if the event includes food vendors, amusement rides or other activities presenting elevated risk:
  - i) \$300,000 per person
  - ii) \$500,000 per occurrence
  - iii) \$50,000 property damage

### 3) Tier 3 – Moderate Impact Events

- a) Includes single-day events with any of the following characteristics: closure of parking lots, roads, and/or intersections; anticipated or recorded attendance of five hundred one (501) to one thousand (1,000) persons; no sale or service of alcoholic beverages; or the need for public safety personnel and/or vehicles.
- b) Applications must be submitted not later than sixty (60) days prior to setup.

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- c) Minimum liability insurance requirements:
  - i) \$1,000,000 per person
  - ii) \$2,000,000 per occurrence
  - iii) \$100,000 property damage

4) Tier 4 – Major Impact Events

- a) Includes single- or multi-day events, including setup and teardown.  
Characteristics include: closure of parking lots, roads, and/or intersections; anticipated or recorded attendance exceeding one thousand (1,000) persons; sale or service of alcoholic beverages; requirement of public safety personnel or vehicles; or a request for noise waiver.
- b) Applications must be submitted not later than ninety (90) days prior to setup.
- c) Minimum liability insurance requirements:
  - i) \$1,000,000 per person
  - ii) \$5,000,000 per occurrence
  - iii) \$250,000 property damage

5) Recurring Events

- a) Includes a series of substantially similar recurring markets or events with closures of parking lots, roads, and/or intersections and anticipated or recorded attendance exceeding one hundred (100) persons, and with a substantially similar event footprint, operating hours, and public safety plan.
- b) Applications must be submitted not later than sixty (60) days prior to the first event.
- c) Recurring events must meet the minimum insurance requirements of the applicable tier classification.
- d) Approval of a recurring special event permit shall not exceed one (1) calendar year and shall require annual renewal.

The City Manager or designee may reclassify an event to a higher tier when public safety, prior event history, resource impact, or credible risk factors justify heightened requirements, based on objective and documented criteria. If, upon a review of the application, the City determines that a special event will require the special attention and involvement of City personnel or facilities, the City shall so notify the applicant and determine the anticipated additional cost to be incurred by the City because of the special event, using the adopted fee schedule. Payment of such anticipated additional costs shall be a condition of permit issuance.

Any application for a special event permit that does not substantially comply with this article shall not be accepted by the City Secretary, nor considered by the City Manager or designee.

(Code 1963, Ch. 13, art. 7, § 4(a), (c) [Ord. No. 72-72, § 5, 11-16-72])

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## Sec. 25-157. Procedures; emergencies.

- 1) Any person desiring to organize a special event ~~parade or assemble~~ within the regulatory jurisdiction of the eCity, and seeking issuance of a special event ~~parade permit or an assembly~~ permit, ~~therefor~~, shall deliver submit a completed application ~~therefor~~ to the eCity ~~s~~Secretary ~~on forms available upon request to the city secretary~~. An application is complete when it contains all information required by this article and the City's Special Events Guide.
- 2) Prior to the issuance of a special event permit, the applicant shall, within the time specified by City staff and in any event at least fifteen (15) days in advance of the date of the event, agree in writing to meet all conditions set forth by City staff, including payment of any anticipated additional costs to the City incurred because of the special event.
- 3) For purposes of this section, an “emergency” is a sudden, unexpected, and unforeseeable occurrence that gives rise to the desire to lawfully communicate concerning such occasion or event by means of a special event, and that is of such a nature as to make compliance with the ordinary application timelines in this article impractical or impossible.
  - a) An applicant seeking an emergency special event permit must describe in the application the specific facts constituting the alleged emergency, explain how and why such facts meet the definition of an emergency under this subsection, and provide a written statement affirming the truth of the emergency conditions.
  - b) Emergency applications for a special event permit should be filed with the City Secretary not less than forty-eight (48) hours prior to the special event or, where that is not practicable under the circumstances, as soon as reasonably practicable in light of the emergency conditions.
  - a)c) The City Manager or designee may waive the ordinary timing requirements and any affidavit requirements under this article for emergency applications when immediate public health, safety, or significant civil concerns exist, provided that the City can reasonably accommodate the event consistent with public safety and the standards in this article. Emergency applications shall be processed as promptly as reasonably practicable, in a content- and viewpoint-neutral manner and using the objective criteria set forth in this article.
    - (1) ~~Who may apply~~: An individual may apply for a parade or assembly permit. An individual may apply for a parade or assembly permit on behalf of a group if the individual is a member in good standing and submits written authorization to apply for the group. The written authorization must accompany every application.
    - (2) ~~When to apply~~: An application for a parade permit or an assembly permit shall be delivered to the city secretary not less than twenty-one (21) days prior to the date upon which the applicant proposes to conduct the parade or assembly, except in an emergency as hereinafter provided for in this section.
    - (3) ~~Only one (1) parade or one (1) assembly may be held at any one (1) given time on a day.~~
    - (4) ~~Emergency application~~: No application shall be considered unless made in the manner herein prescribed, unless the failure to apply in such manner is due to the emergency

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~~nature of the occasion for a parade or assembly. For purposes of this subsection, an "emergency" is specifically defined as a sudden, unexpected and unforeseeable occurrence that gives rise to the desire to lawfully communicate concerning such occasion or event by parade or assembly, and of such a nature as to make compliance with the timing requirements for application specified herein impossible. The applicant must completely describe in the application the facts constituting the alleged emergency, specifying how and why such facts constitute an emergency under this subsection, and making sworn verification as to the truth of the facts constituting such emergency before an officer authorized to administer oaths, and attaching such sworn affidavit to the application. Emergency applications for a parade permit must be filed with the city secretary not less than forty-eight (48) hours prior in time to the proposed commencement of the proposed parade or assembly.~~

(5) *Contents of application.* An application for a parade or assembly permit shall provide the following information:

- a. ~~The name, address and telephone number of the individual applying.~~
- b. ~~If the applicant is applying on behalf of another person or group, then the person or group's address and telephone number of the main office, location or headquarters of the group or person, the names, addresses, and telephone numbers of the authorized and responsible officers and leaders of such person. In those instances where the main office, location or headquarters of the person is not within the city limits, then state the address and telephone numbers of the office, location or headquarters located nearest to the city, and the names, addresses, and telephone numbers of the authorized and responsible officers and leaders located nearest to the city.~~
- c. ~~The name, address, and telephone number of the individual who will be parade or assembly leader, and who agrees to be responsible for the parade and assembly conduct in accordance with any permit issued, together with a signed statement agreeing to be responsible for the conduct of the assembly and parade, in accordance with the permit and all laws applicable thereto.~~
- d. ~~The proposed date for the parade or assembly.~~
- e. ~~The proposed starting point, termination point, and route of a parade; and the proposed place, address and street, or building name, designated for an assembly.~~
- f. ~~The approximate number of individuals that will be in the proposed parade or assembly, and the number and kinds of animals and vehicles proposed to be in the parade or assembly.~~
- g. ~~The hours when the proposed parade or assembly will begin and terminate.~~
- h. ~~A statement describing the specific portion of particular streets, sidewalks, or other public property proposed to be used, in connection with the parade or assembly.~~
- i. ~~The specific location of the staging area for a proposed parade.~~
- j. ~~The time at which participants in a proposed parade or assembly will actually begin to arrive at the proposed designated staging or assembly area.~~

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~~k. An accurate written description of sound, or sounds, planned to be produced incidental to the proposed parade or assembly, whether by human speech, music, or otherwise, and whether, how, and to what extent, it is to be amplified in volume.~~

~~l. An accurate written description of proposed planned conduct of participants incidental to the proposed parade or assembly.~~

~~(6) *Number of copies.* Not less than two (2) copies of each application for a parade or assembly permit shall be delivered to the city secretary.~~

~~(7) *Rejection.* Any application for a parade or assembly permit that does not substantially comply with this division shall not be considered by the city manager.~~

(Code 1963, Ch. 13, art. 7, § 5 [Ord. No. 72-72, § 6, 11-16-72]; Ord. No. 98-29, §§ I, 4-28-98)

**Sec. 25-158. Decisions on applications~~Granting and appeal from refusal to consider, modification, or denial of application.~~**

~~(1) Upon receipt of an application, the eCity sSecretary shall immediately promptly forward it the application, along with any subsequent documentation, to relevant City departments to the city manager for review. The city manager must approve, modify and approve, or deny the application within 7 days. The eCity mManager or designee must make the decision based upon the standards for issuance stated in this article and shall, within ten (10) business days after receipt of a substantially complete application, or as soon as reasonably practicable under the circumstances, take one of the following actions: The manager may~~

- ~~1) Approve the application as submitted;~~
- ~~2) mModify the application and grant a permit as provided in sSection 25-161, specifying reasons for such modifications to the applicant in writing; If the city manager~~
- ~~3) Refuses to consider an the application because of applicant's failure to comply with the prescribed required procedures for the application; or~~
- ~~4) Denies a permit, or modifies a permit, the specifying the reasons for such denial shall be sent to the applicant in writing.~~

~~(2) If an application is not considered by the eCity mManager or designee, or is modified or denied, any appeal from the decision shall be made to the eCity eCouncil in the following manner:~~

- ~~1) (a) A written letter of appeal, signed by the permit applicant, and stating the grounds therefor for appeal, shall be delivered to and filed with the eCity sSecretary within five (5) business days of receiving the City Manager or designee's determination.~~
- ~~2) (b) A true copy of the application refused shall be attached to the petition.~~
- ~~3) (c) The eCity sSecretary shall place a copy of the appeal letter and application, along with any pertinent documents, on the agenda for the next~~

available regular eCity eCouncil meeting, or as soon thereafter as reasonably practicable.

- 4) (d) The City eCouncil shall consider the contents of the application; the eCity mManager's letter notice stating the reasons for the refusal to consider, modification, or denial; the letter of appeal; the facts surrounding the matter as shown by testimony of parties; any argument of counsel; and the standards for issuance stated in this article.
- 5) (e) It shall be presumed that the only reasons for refusal, modification, or denial are those set out in the eCity mManager's or designee's written explanation.
- 6) (f) The eCity eCouncil may consider the application at that meeting, or set a date, time, and place for a hearing on each appeal, and shall notify the appealing individual or party appealing in writing or person thereof.
- 7) (g) The order of procedure upon such hearing is as follows:
  - a) i.—The eCity aAttorney, or a person designated to do so, shall present any evidence justifying the modification, denial, or refusal to consider the application.
  - b) ii.—The applicant, or applicant's attorney, shall have the right to cross-examine any witness and see any documents relied upon by any witness testifying, and to challenge or object to such evidence.
  - c) iii.—The applicant, or applicant's attorney, shall thereafter present any rebutting evidence justifying consideration and approval of the application or rebutting the modification.
  - d) iv.—The eCity aAttorney shall have the right of cross-examination and inspection.
  - e) v.—Both the applicant and the eCity may offer rebuttal evidence.
  - f) vi.—The applicant shall open and close argument.
  - g) vii.—The mMayor, or other person presiding, shall determine what evidence will be accepted. The eCity eCouncil is not a court and is not bound by nor required to follow formal rules of evidence or judicial procedure, beyond those described in paragraphs i—via - f above. The City eCouncil will not debate questions of law or admissibility.
- 8) (h) By majority vote, the eCity eCouncil shall vote to either affirm the eCity mManager's denial, modification, or refusal to consider, or vote to reverse, and/or further modify the eCity mManager's or designee's decision and grant the application for a permit.
  - a) (i) If the eCity eCouncil affirms the City mManager's or designee's decision, it shall have prepared written findings of fact and references to this division article, specifically indicating the reason or reasons justified, supporting the decision.

(Code 1963, Ch. 13, art. 7, § 6 [Ord. No. 72-72, § 7, 11-16-72]; Ord. No. 98-29, §§ I, 4-28-98)

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## Sec. 25-159. Standards for issuance.

In applying this article, the City shall rely on objective, content- and viewpoint-neutral criteria, including documented historical event impacts, staffing availability, emergency service capacity, traffic analysis, and the prior compliance history of the applicant. Special event permits shall not be denied, modified, or revoked based on the content, viewpoint, or message of the expressive activity, but solely on the objective factors and standards provided in this article.

The ~~C~~ity ~~m~~anager and ~~city council~~ shall consider, and issue or deny, special event parade permits and assembly permits, in the order in which applications ~~for same~~ are ~~received forwarded~~ by the ~~e~~City ~~s~~ecretary, subject to emergency application under Section 25-157. The following standards shall be considered by the ~~e~~City ~~m~~anager and ~~city council~~ in evaluating all information gathered through the application and hearing process:

- 1) ~~(1)~~—The conduct ~~of a proposed parade, or the location of the special event a proposed assembly,~~ will substantially interrupt either the safe and orderly movement of other vehicular and pedestrian traffic, in and through the ~~e~~City, or adversely affect the safety and health of the individuals participating, or those normally situated immediately adjacent to the site of ~~the special event a parade or an assembly~~; or
- 2) ~~(2)~~—The conduct of ~~the special event a proposed parade or assembly~~ will require the use of a greater number of police officers of the ~~e~~City, to properly police the assembly event, than are regularly scheduled to be on duty at the proposed time, and will substantially curtail necessary police protection of other areas of the ~~e~~City; or
- 3) ~~(3)~~—The conduct of ~~a parade or assembly the special event~~ will require the diversion of so great a number of the ambulances available in the ~~e~~City as to substantially curtail and interfere with necessary ambulance services to all individuals within any portion of the ~~e~~City; or
- 4) ~~(4)~~—The concentration of individuals, animals, or vehicles ~~associated with the special event at the proposed staging points of a proposed parade, in the parade, or at the proposed assembly,~~ will substantially interfere with the ability to provide necessary fire and police protection or ambulance service to and for the remainder of the individuals and portions of the ~~e~~City; or
- 5) ~~(5)~~—The conduct of ~~the special event a parade or assembly~~ will substantially and unreasonably interfere with and curtail necessary garbage collection or street cleaning services; or
- 6) ~~(6)~~—The conduct of ~~the special event a parade or assembly~~ will substantially interfere with and curtail necessary movement of firefighting equipment en route to fires, or with the necessary movement of ambulances en route to emergencies; or
- 7) ~~(7)~~—There is a ~~high degree of probability or reasonable and documented~~ likelihood that the conduct of the ~~special event particular proposed parade or assembly~~ will cause, or will tend to cause, injury or damage to individuals, persons or property, or to provoke extremely disorderly conduct, or to create a

great disturbance of the peace; or to cause entry upon private property, or upon public property lawfully dedicated to purposes which are inconsistent with the particular- special eventparade or assembly; or

- (8) ~~A proposed parade is scheduled to move from its point of origin to its point of termination, with delays en route, entailing such a substantial total period of time as to thereby necessarily require an assembly permit; or~~
- (9) ~~A proposed assembly is scheduled to convene and disperse at such time or times, and in such manner, means or methods as to require a parade permit; or~~
- 8) (10) ~~The route of a parade, or the place of the special event an assembly, is so close to a building or place in or at which a school, church, or class thereof is in session, or is so close to a particular building or place in or at which there is being conducted a specific other lawful activity normally requiring, for its accomplishment, quiet and orderly performance that, due to the time, manner, and nature of the event, it is reasonably likely to cause imminent disruption of such activity-deliberation and consideration, or absence of and freedom from the intrusion of loud noise or disruptive acts, similar to the requirements of a school, and, that the paraders or assemblers will in reasonable probability, make noise or engage in acts that would cause, or tend to cause, imminent disruption and interference with the normal activity of such school, class, or other lawful activity or occupation with which such noises or disruptive acts are incompatible or inconsistent; or~~
- 9) (11) ~~The conduct of a special event particular proposed parade or assembly will necessarily result in an unreasonable or disproportionate expenditure of so large a sum or sums of public funds monies that, in relative proportion to other needs of the public for the use of the same public monies as to be unreasonable, inequitable or confiscatory in nature, and, in determining same, the city council may taking into consideration the total amount of monies expended for parades and assemblies held at the request of the same, or substantially the same individuals and persons, prior special events conducted by the same applicant within the preceding during the twelve (12)-months period immediately preceding the date for which the permit is sought; or~~
- 10) (12) ~~The applicant particular individual, or person, or some substantial combination thereof, seeking a permit has conducted or already been issued applied for and received one or more a permit to parade, or assemble, permits for substantially the same purpose, or purposes, one (1) or more times during within the preceding twelve (12) -months period next immediately preceding the date for which the permit is being sought, and approval of the current application would therefore the issuance of another or new permit would unreasonably, unfairly, or inequitably limit the opportunity for other applicants to access public spaces or City resources in a manner inconsistent with the public interest; prevent another applicant from obtaining a permit to parade or assemble; or~~
- 11) (13) ~~A permit for another special eventparade or assembly has previously been issued, scheduling and lawfully permitting another special event parade or~~

assembly, in the same location and at the same time for the date and time sought by the applicant.

11)12) If the special event involves a show, performance, exhibition, or place of amusement, the event shall either be conducted in a regularly constructed and operated auditorium, theater, or similar facility, or the applicant must present written consent from the owner of the lot, tract, or parcel of land on which the event is located.

(Code 1963, Ch. 13, art. 7, § 7 [Ord. No. 72-72, § 8, 11-16-72]; Ord. No. 98-29, §§ I, 4-28-98)

### **Sec. 25-160. Modification of application.**

The ~~e~~City ~~m~~Manager ~~or city council~~ may modify in writing the place, boundaries, route, time, number of participants, and manner of conduct of the special event as reasonably necessary ~~a proposed parade, and the place, boundaries of location, time, number of participants and manner of conduct of a proposed assembly, in such manner, means, or methods as it deems or finds necessary or conducive~~ to ensure compliance with the criteria provided in ~~s~~Section 25-159 and to protect public health, safety, and welfare.

If an applicant is dissatisfied with any modification of an application which has been properly filed and accepted, he or she may present evidence in support of the original application and argue for its approval, as provided for in ~~s~~Section 25-158.

(Code 1963, Ch. 13, art. 7, § 9 [Ord. No. 72-72, § 10, 11-16-72]; Ord. No. 98-29, §§ I, 4-28-98)

### **Sec. 25-161. Issuance.**

A permit is issued under this ~~division article~~ to the individual applicant and, if applicable, to another person or group for whom the application is made, and is binding on all individuals and persons who participate in the ~~parade or assembly~~ special event.

(Code 1963, Ch. 13, art. 7, § 10 [Ord. No. 72-72, § 11, 11-16-72]; Ord. No. 98-29, §§ I, 4-28-98)

### **Sec. 25-162. Contents of the permit.**

~~Each parade~~A special event permit issued by the ~~e~~City shall state the starting and ~~termination~~ending time; the portions of the sidewalks, streets, roadways, highways, alleys, and other public thoroughfares and property to be traversed and that may be occupied by the ~~special event~~parade; and such other information as the ~~e~~City ~~m~~Manager and ~~e~~City ~~e~~Council finds necessary to the enforcement of this article and other ~~e~~City ordinances and laws of the ~~s~~State and the United States.

~~Each assembly permit shall state the starting and termination time of the assembly; the boundaries of the location of the assembly area; and such other information or conditions as the city manager or city council finds necessary to the enforcement of this article, other city ordinances, the laws of the state and of the United States, and to protect the public health and safety.~~

All ~~special event~~parade and assembly permits shall identify by name and address the applicant and the person, or persons, to whom the permit is issued.

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(Code 1963, Ch. 13, art. 7, § 11 [Ord. No. 72-72, § 12, 11-16-72]; Ord. No. 98-29, §§ I, 4-28-98)

**Sec. 25-163. Duties of permittees.**

All persons to whom a ~~parade or assembly~~special event permit is issued must comply with all the permit directions and conditions, and with all applicable laws and ordinances, and they must inform all those who participate of all permit directions and conditions. The named ~~parade or assembly~~special event leader must carry the ~~parade or assembly~~special event permit upon his person at all times during the ~~parade or assembly~~special event, and must produce such permit upon request of the ~~p~~Police ~~e~~Chief, ~~or~~ his or her subordinate officers, or City staff.

(Code 1963, Ch. 13, art. 7, § 12 [Ord. No. 72-72, § 13, 11-16-72]; Ord. No. 98-29, §§ I, 4-28-98)

**Secs. 25-164—25-1969. Reserved.**

*DIVISION 3 – SPECIAL PROVISIONS*

**Sec. 25-170. Parking.**

Applicants shall describe in the public safety plan how parking for the special event will be provided. If parking is planned to be on private property, written evidence that the applicant has a right of possession of the property through ownership, lease, license, or other property interest must be provided. Parking arrangements shall be designed to minimize traffic congestion and protect public safety.

**Sec. 25-171. Amusement rides.**

Rides and/or attractions associated with special events shall conform with the statutory rules and regulations set forth in state and local laws. Copies of inspection reports will be required.

**Sec. 25-172. Tents and temporary structures.**

Any special event that includes the use of tents, canopies, or temporary structures shall comply with all applicable City ordinances, including but not limited to those regulating commercial or business use of tents.

Tents should not block business storefront or residence without express permission from property owner or occupant.

**Sec. 25-173. Food service.**

Where food service is provided, said operation shall be in compliance with all provisions of the food and food establishment ordinances of the City, as well as all other applicable state and local laws.

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#### **Sec. 25-174. Sanitary facilities.**

Enough portable sanitary facilities must be provided on the premises as determined necessary using standards established by City staff. Sanitary facilities must be collected within two (2) days of the special event.

#### **Sec. 25-175. Animal waste.**

The applicant shall provide cleanup for animals at the conclusion of the special event in accordance with City ordinance.

#### **Sec. 25-176. Trash disposal.**

Trash disposal containers must be provided onsite for all outdoor special events. There may be costs associated with the disposal of waste and recycling for larger special events, in accordance with City ordinance. The appropriate waste and recycling containers to be selected are dependent upon the location and the number of event participants and visitors and is to be handled on a case-by-case basis as determined by the Director of Solid Waste and Recycling or designee. If special events are held on City-owned property, waste containers, excluding dumpsters, are available onsite for use by the special event, and additional containers or dumpsters may be necessary to provide adequate waste and recycling collection service. The applicant shall ensure that all waste and recycling are collected and removed so that the area is returned to its pre-event condition.

#### **Sec. 25-177. Police protection.**

When the presence of law enforcement officers is necessary for special events, the applicant shall be responsible for the cost of providing police personnel. Police protection and security must be provided by a licensed peace officer commissioned by a law enforcement agency in Bell County. The cost for police personnel provided by the Killeen Police Department shall be paid at the rate set by fee schedule using the Killeen Police Department off duty management process.

The objective standards used to determine the number of law enforcement officers shall be as follows:

- 1) General traffic conditions in the area requested, both vehicular and pedestrian;
- 2) Route to be taken if the special event is a parade or other moving event;
- 3) Duration of the special event;
- 4) Whether all or any portion of a roadway will be closed;
- 5) The estimated number of people who will attend;
- 6) Uses adjacent to the special event, such as residential or commercial areas;
- 7) Time and date of the special event;
- 8) Alcoholic beverages available for consumption at the special event;
- 9) Wild or undomesticated animals at the special event; and
- 10) Need for safety zones (balloon/helicopter launch or landing area, etc.).

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### **Sec. 25-178. Emergency medical services.**

When the presence of emergency medical service is necessary for the special event, the applicant shall be responsible for reimbursing the City for the cost of providing personnel. The cost for City provided EMS personnel shall be in accordance with City ordinances.

The objective standards used to determine the number of EMS personnel and ambulances shall be as follows:

- 1) The estimated number of people who will attend;
- 2) The peak hourly attendance;
- 3) Duration of the special event;
- 4) Whether all or any portion of a roadway will be closed;
- 5) Uses adjacent to the special event, such as residential or commercial areas;
- 6) Time and date of the special event;
- 7) Alcoholic beverages available for consumption at the special event; and
- 8) Need for safety zones (balloon/helicopter launch or landing area, etc.).

### **Sec. 25-179. Clean up.**

The applicant shall clean up immediately after the conclusion of the special event.

### **Sec. 25-180. Insurance**

The applicant for a special event permit shall furnish the City with a certificate of insurance complying with minimum standards set forth in this article and sufficient to protect event attendees, the public, and City-owned property, including property damage arising from the special event that impacts or occurs on City property as outlined in Section 25-156. The required coverage shall, at a minimum, meet the tier-based liability limits established in Section 25-156. The City Manager or City Attorney may require higher limits or additional coverages where documented risk factors, including but not limited to attendance, duration, type of activities, presence of alcohol, or use of amusement rides, justify heightened coverage to reasonably protect the public and the City.

Additional insured: The insurance required shall name the City as an additional insured.

### **Sec. 25-181. Indemnification.**

To the fullest extent permitted by law, the applicant, permittee, and/or event sponsor(s) shall defend, indemnify, protect, and hold harmless the City, its officers, directors, employees, agents, successors, contractors, subcontractors, assigns, sponsors, and volunteers from and against any and all liens, claims, demands, loss, liability, cost (including but not limited to attorneys' fees, accountants' fees, engineers' fees, consultants' fees and experts' fees), expense, damage, and causes of action for damages because of injury to persons (including death) and injury or damage to or loss of any property or improvements arising from or caused, in whole or in part, by the acts and/or omissions of the applicant, permittee, event sponsor(s), their officers, directors, agents, employees, contractors, subcontractors, volunteers, and participants in the special event.

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**Sec. 25-182. Permit revocation and enforcement authority.**

The City Manager or designee may revoke or suspend a special event permit at any time when the permittee violates material permit conditions, provides materially false or misleading information in the application or supporting documents, or when continued operation of the special event creates an imminent risk to public health or safety. Where practicable under the circumstances, the City Manager or designee shall first provide oral or written notice of the violation and a reasonable opportunity to cure before revoking or suspending the permit; however, no prior notice or opportunity to cure shall be required where immediate suspension is necessary due to an imminent risk to public health or safety.

Law enforcement officers and authorized City personnel are empowered to enforce compliance with this article and any permit issued under it, and may order the immediate cessation of activities when necessary to address an imminent risk to public health or safety or to enforce a lawful revocation or suspension of a permit.

**SECTION III.** That all ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION IV.** That should any section or part of any section or paragraph of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

**SECTION V.** That the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

**SECTION VI.** That this ordinance shall be effective after its passage and publication according to law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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:**

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Debbie Nash-King, MAYOR

**ATTEST:**

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Laura Calcote, CITY SECRETARY

**APPROVED AS TO FORM:**

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Holli Clements, CITY ATTORNEY



# CHAPTER 25, ARTICLE V – ORDINANCE AMENDMENTS

OR-26-002

January 6, 2026

# Background

2

- Parades and assemblies regulated under Chapter 25
- Shows, performances, carnivals, and similar events regulated under Chapter 5
- Current regulations were adopted decades ago and do not fully reflect current public safety and resource management needs

# Background & Purpose

3

- Review and update City regulations related to special events
- Consolidate event regulations currently located in multiple code chapters
- Improve clarity and administration of event permitting

# Council Direction & Stakeholder Input

4

- Council directed staff to review the Parade and Assembly Ordinance & hold a stakeholder meeting
- Staff held a stakeholder meeting including:
  - Downtown Merchants Association
  - Downtown Advisory Board
  - Youth Advisory Commission
  - Internal City departments
- Stakeholders supported changes and provided additional feedback

# Stakeholder Feedback

5

- Smaller and first-time events should not close streets
- Preference for use of City-owned lots Downtown for events up to 500 attendees
- Street closures should be limited to larger or City-sponsored events
- Need for predictable application & event timelines
- Desire for clear expectations, accountability, and post-event feedback
- Concerns related to vendor placement, generators, and blocked storefronts

# Proposed Staff Changes

6

- Consolidate parades, assemblies, and amusements into one ordinance
- Repeal Chapter 5, Article IV (Shows, Etc.)
- Establish a tiered structure based on event size and operational impact
- Fees to be established per tier in FY27 with the new fee schedule

# Resource-Based Review

7

- Allow more than one event on the same day when City resources are available
- Approval based on:
  - ▣ Availability of required City resources
  - ▣ Prior event history
  - ▣ Timely submission of a completed application

# Tiered Event Structure

8

## Tier 1 – Minor Events

- Neighborhood or community-scale events
- Up to 100 attendees
- Minimal impact to City services
- Examples: block parties, HOA events

## Tier 2 – Limited Impact Events

- Small public events
- 101–500 attendees
- No road closures
- No alcohol service

# Tiered Event Structure Cont.

9

## Tier 3 – Moderate Impact Events

- 501–1,000 attendees
- Road or parking lot closures
- Increased public safety coordination

## Tier 4 – Major Impact Events

- Over 1,000 attendees or multi-day events
- Alcohol service, noise waivers, or significant closures
- Highest level of City coordination

## Recurring Events

- Series of substantially similar events (e.g., markets)
- Reviewed collectively

# Insurance & Risk

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- Insurance requirements scale by tier and event risk
- Lower-risk events may have minimal or no insurance requirements
- Higher-risk events require increased coverage
- Coverage considers:
  - Attendance size
  - Duration
  - Alcohol service
  - Rides or temporary structures

# Operations & Accountability

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- Clarify when street closures may be approved
- Encourage use of parking lots and appropriate venues for smaller events
- Establish clearer requirements for vendors
- Allow consideration of prior compliance history
- Strengthen enforcement authority for public safety concerns

# Special Events Guide

- User-friendly resource for event organizers
- Explains ordinance requirements in user-friendly format
- Includes timelines, checklists, and examples
- Does not add or change ordinance requirements
- Supports consistent and transparent administration



## Special Events Guide

This guide provides an overview of the City of Killeen's special event permitting process, including event classifications, application timelines, and general requirements.



# Financial Impact & Recommendation

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- No direct cost to adopt ordinance
- Continues collection of event-related fees, per adopted fee schedule
- Supports cost recovery for police, fire, EMS, and sanitation services
- Revenues and expenditures already budgeted
- Staff recommends adoption of the ordinance, as presented



# City of Killeen

## Staff Report

File Number: OR-26-003

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Consider an ordinance amending the Code of Ordinances, Chapter 24, Solid Waste Collection and Disposal Services.

**DATE:** **January 6, 2026**

**TO:** **Kent Cagle, City Manager**

**FROM:** **Joseph Dudley III, Director of Solid Waste**

**SUBJECT:** **Ordinance Amending Solid Waste Collection Services**

### **BACKGROUND AND FINDINGS:**

In Fiscal Year 2025, the City Council, in connection with the annual fee schedule adoption, created a disposal fee for mattresses and box springs, a fee associated with the relocation of containers due to proximity to objects, and a fee attributed to the collection of solid waste on a non-collection day. The adopted fees are intended to help offset the increasing costs associated with the proper handling and disposal of solid waste and ensures cost recovery for the transportation, processing, and landfill expenses related to bulky materials.

The proposed amendments to Chapter 24 are to clarify and codify when and how those fees, adopted pursuant to the fee schedule, are implemented, and collected. The proposed amendments to Chapter 24 include the following:

Section 24-110, Mattress and Box Springs, was created, to implement the procedure of disposing and transporting mattresses and box springs.

- Residential customers with a utility bill showing solid waste services, disposal fees are based solely on the weight of the items, regardless of their size or quantity. The fees are as stated in the previously adopted fee schedule.
- Non-Residents, Commercial entities and businesses, the fee structure includes a charged based on weight plus an additional processing fee for each item. The fees are as stated in the previously adopted fee schedule.

Section 24-49, Automated Residential Collection System, added the container relocation fee to ensure the safe and efficient collection of waste when servicing residential containers. The addition regulates the proper placement of containers on the scheduled service day. When containers are obstructed, whether by being too close to other objects, vehicles, or low-hanging wires, it can hinder safe and effective servicing. A container placed within four (4) feet of an object (i.e. tree, vehicle, containers, fences, bulky waste, excess bags of garbage etc.) that requires it to be moved before

servicing, will assess a relocation fee. The first offense will result in the driver tagging the container to inform the customer of the violation, per ordinance. If the customer continues to place the container within four feet of an object, the solid waste account will be charged a relocation fee as stated in the adopted fee schedule.

Additionally, Section 24-75, Premium Service, has been added for collection on non-collection days. To do so, trucks must deviate from designated routes, leading to longer work hours, additional trips to the Transfer Station, and higher disposal weights; all of which increase operational costs. The premium service is designed to recover these additional expenses and balance the demand for same-day service with the costs incurred.

Another proposed addition is to Section 24-85, Prohibited Materials, which was added to clearly define what materials are not accepted at the Killeen Recycling Center. This update is intended to improve public understanding, reduce contamination in recycling loads, and promote safer, more efficient recycling operations.

Lastly, there are various grammatical edits throughout the ordinance to ensure clarity and provide a document to the citizens of Killeen that is thorough and concise.

**THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

This item conforms with all state and local policies.

**FINANCIAL IMPACT:**

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

N/A

**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:**

That the City Council approve the ordinance amending Chapter 24, Solid Waste, of the Code of Ordinances, to provide a concise document overall for all residential and commercial customers.

**DEPARTMENTAL CLEARANCES:**

Public Works  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Ordinance  
Presentation

**ORDINANCE NO. 25-XXX**

**AN ORDINANCE AMENDING CHAPTER 24, SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS BY INCLUDING DISPOSAL REGULATIONS CONCERNING MATTRESSES AND BOX SPRINGS, CREATING A PREMIUM COLLECTIONS SERVICE, AND DEFINING PROHIBITED MATERIALS AT THE RECYCLING CENTER; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

**WHEREAS**, the City Council for the City of Killeen included in the fee schedule fees associated with disposing of mattresses and box springs, a fee for the relocation of residential waste containers, and a fee for waste collected on non-collection days;

**WHEREAS**, City Council desires to define which substances may not be disposed of at the City of Killeen Recycling Center; and

**WHEREAS**, the City Council of the City of Killeen deems the continued operation and functionality of the City's solid waste management infrastructure to be of vital importance to the protection of the public health, safety, and welfare of its citizens.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS:**

**SECTION I.** That Chapter 24, Article II of the City of Killeen Code of Ordinances is hereby amended to read as follows:

## ***ARTICLE II. MUNICIPAL COLLECTION AND DISPOSAL SERVICE***

### ***DIVISION 1. GENERALLY***

#### ***Sec. 24-26. Definitions.***

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Approved receptacle* shall mean:

- (a) A container of various sizes furnished by the city to residential and commercial customers to store solid waste for collection.
- (b) A plastic bag having sufficient wall strength, a thickness of not less than 1.2 mils, to maintain physical integrity when lifted at the top, the opening closed by tie or other seal, and contents not weighing more than fifty (50) pounds.

*Automated collection* - the use of mechanical devices to lift and empty solid waste containers into solid waste collection vehicles.

*Automated container* - a container provided by the city of varying capacity used for garbage/rubbish collection.

*Boxes* - corrugated cardboard boxes with dimensions not exceeding 2 ft x 2 ft x 2 ft, and/or a volume of eight (8) cubic feet, capable of holding the materials therein, when lifted. Solid waste materials placed in the box shall be acceptable materials for collection and shall be contained so as not to cause windblown litter.

*Brush* - cuttings or trimmings from trees or shrubs of such length and bulk that cannot be placed in a container.

*Bulky waste* shall mean large items, objects, or stable matter, which because of their bulk, size, weight, and/or dimensions, can-not be placed in an approved receptacle or container, and require bulk collection methods.

*Business*, as used herein, shall mean any commercial operation, or any usage of property for other than residential purposes, involving the employment of any individual, or the sale or manufacture of any product.

*Chlorinated fluorocarbon (CFC)* - a refrigerant used in freezers, refrigerators, and air conditioners.

*City* - the city of Killeen, Bell County, Texas.

*Collection* - the act of removing accumulated solid waste from the point of collection and transporting it to a solid waste management facility; collection may also occur at centralized points where generators deliver their solid waste.

*Collection day* - for residential collection is 7:00 a.m. to 8:00 p.m., Monday, Tuesday, Thursday, and Friday, as designated for a particular service area or geographical region.

*Collection frequency* - the number of times per week that collection service is provided.

*Collection/service stop* - a term used to describe a unique address that is a point of collection and requires collection services, i.e., a geographical point within a service area that requires the collection vehicle to stop and collect solid waste and/or recyclables, or other materials.

*Collection system* - a combination of the various components that are necessary to provide a collection service, including the system design, equipment and human resources, point of collection, frequency, system costs, and method of financing.

*Commercial customer* - any enterprise or establishment whose main purpose is to carry on a business activity whether for profit or not, and typically includes, but not limited to, such enterprises as: hotels, motels, restaurants, fast food establishments, retail stores, schools, offices, shopping centers/malls/plazas, factories/manufacturing facilities, warehouses, and high density occupied dwellings such as apartment complexes and mobile home parks.

*Compost* - compost is an organic soil conditioner that has been stabilized to a humus-like product that is free of viable human and plant pathogens and plant seeds, that does not attract insects or other vectors (organisms that transmit pathogens), that can be handled and stored without nuisance, and that is beneficial to the growth of plants.

*Construction and Demolition debris (C&D)* - shall mean waste resulting from construction or demolition projects, regardless of the point of origin. This term includes all materials that are directly or indirectly by-products of construction work, including remodeling, or that result from the demolition of any structures and may include, but are not limited to carpet, padding, roofing shingles, doors, lumber, sinks, commodes, sheetrock, paper, cartons, gypsum board, wood, excelsior, rubber, plastics and pallets. ~~shall mean building material waste resulting from demolition, remodeling, repair, or construction; including but not limited to carpet, padding, roofing shingles, doors, lumber, sinks, commodes, and sheetrock.~~

*Curbline* - the area directly behind the curb. In the absence of a curb, the area directly behind the edge of the roadway.

*Curbside collection* - the collection of solid waste, recyclables, or other materials placed in front of the property (curbside) by the generator who then returns the container to its normal location after it has been emptied.

*Disabled household* - shall mean a residential dwelling unit where all occupants over the age of sixteen (16) are physically incapable of transporting garbage and/or rubbish to the property curbside. A statement or certification from a licensed medical doctor may be required to substantiate the incapacity.

*Dumpster* - a common term used to describe storage bins (containers) for commercial, institutional, and industrial solid waste.

*Garbage* - shall mean solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products.

*Hazardous waste material* - shall mean any solid waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency (EPA) pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, section 42 USC, section 6901 et seq., as amended. Materials include but are not limited to flammable liquids or solids, medical waste, paints, motor oil, herbicides, and solvents.

*Manual collection* - a method of collecting solid waste where the operator and/or collector(s) leave the collection vehicle and manually empties the container(s). Storage containers may be brought to the point of collection by the generator or a member of the collection crew.

*Materials recovery facility* - a term used for a facility that separates mixed (commingled) recyclables into various components and processes those components for sale as secondary materials.

*Non-collection material* - materials that shall not be collected by the solid waste services division, including, but not limited to, construction materials, rock, dirt, manure, dead animals, tires, tire and wheel combinations, hazardous waste material, lead acid batteries, engines, lawn mowers, riding mowers, liquid waste of any kind, vehicle bodies, boats, mobile homes, trailers, campers, and other items of like size; waste from undeveloped property, and landscaping waste for new homes or commercial sites.

*Point of collection* - a geographical point on a generator's property where storage containers are placed for collection service.

*Premises* - businesses, houses, boarding and rooming houses, theaters, hotels, restaurants, cafes, eating houses, tourist camps, apartments, sanitariums, schools, private residences, vacant lots, and all other places within the city where garbage, trash or rubbish accumulates in ordinary quantities.

*Prohibited material* - shall mean any solid waste identified as requiring special collection and disposal procedures including, but not limited to, dead animals, hot ashes, medical waste, and hazardous waste material as described above.

*Putrescible garbage* - as used herein, shall be held and construed to mean animal or vegetable matter, such as waste material from kitchens, grocery stores, butcher shops, restaurants, cafes, hotel, rooming and boarding houses, such as scraps of meat, bread, bones, and peelings of fruit and vegetables.

*Recycling* - the diversion of specific materials from a solid waste stream and the processing of those materials for use as new products and/or other productive uses including composting.

*Recycling drop-off center* - a location, either temporary or permanent, established for the receipt of recyclable materials including, but not limited to, aluminum, cardboard, metal, paper, glass, and plastic.

*Recycle materials* - materials such as, but not limited to, paper products, glass, aluminum and other metals, plastic, and containers made in whole or in part of aluminum, metal, or plastic, which are separated and segregated from other garbage, trash, or refuse for the purpose of recycling and which are placed in a recycling receptacle for use in a recycling program.

*Recycling program* - the organized collection of recyclable material for the purpose of resource recovery and recycling in pursuit of the goals of the city.

*Residential solid waste* - solid waste generated from single and multi-family sources; frequently called household solid waste, or household wastes.

*Roll-off container* - a container used for the storage, collection and transport of commercial, institutional, or industrial solid waste. The container is pulled onto the tilt-frame of the collection vehicle with a cable by winch, reeving cylinders, or by hooks and taken to a solid waste management facility for emptying. Normally, an empty roll-off container is delivered to a customer at the time of collection, rolled off, and left for future use.

*Route* - a round of stops to collect solid waste; a path regularly visited by a collection vehicle.

*Rubbish, as used herein, shall mean* - non-putrescible solid waste, consisting of both combustible and noncombustible waste materials; including, but not limited to, paper, rags, cartons, excelsior, rubber, plastics, glass, crockery, tin cans, aluminum cans, and other such waste generated from residential and commercial sources.

*Scavenging* - the uncontrolled and unauthorized removal of materials from any container, bag, or receptacle within the corporate limits of the city.

*Scrap tire* - any tire that can no longer be used for its original intended purpose.

*Service area* - a geographic area provided solid waste collection service; service areas are normally divided into districts or routes to provide collection services.

*Transfer station* - a facility where the processing of collected solid wastes from collection vehicles to transfer vehicles which transports the waste to the landfill.

*White goods* - used to denote large household appliances such as refrigerators, stoves, ranges, air conditioners, dryers, and washing machines.

*Yard waste* - as used herein, shall mean leaves, grass clippings, shrubs or plant cuttings, yard and garden debris, resulting from yard maintenance, that can be placed in a plastic bag for disposal.

### **Sec. 24-27. Placement in receptacle.**

Each person within the city having garbage and rubbish to be disposed of is hereby required to place same in approved receptacles. It is unlawful for any person to place any garbage or rubbish on the ground, or in anything other than an approved receptacle except as allowed herein.

### **Sec. 24-28. Customers required to maintain sufficient disposal capacity.**

Each owner, occupant, tenant, or lessee using or occupying any residence or structure or who has a place of business within the city is required to keep and maintain at all times at such residence or structure or place of business approved receptacles in sufficient numbers to properly contain all garbage and rubbish disposed of from such residence or structure or place of business.

### **Sec. 24-29. City to provide solid waste services.**

- (a) The eCity's solid waste services division shall be the exclusive provider of residential and commercial garbage, rubbish, commercial recyclable materials as defined in Section 24-81, and solid waste collection and disposal services for all premises within the eCity of Killeen. It shall be unlawful for any person or corporation to provide residential or commercial garbage, rubbish, or solid waste collection or disposal services to any person for compensation within the city or to make use of the public streets for that purpose.
- (b) All residential and commercial premises shall subscribe to the city solid waste services.

### **Sec. 24-30. Solid waste compliance.**

The city's solid waste services division shall not make collection of garbage, trash, recycling, rubbish, brush, large items, and white goods, where same are not prepared for collection and placed as designated by the terms of this article. Failure to comply will be an offense and each day's failure to comply will constitute a separate offense.

### **Sec. 24-31. Securing receptacles required.**

All plastic bags shall be securely closed at all times and other approved receptacles shall be equipped with adequate lids or coverings and shall be covered by such lids or coverings at all times.

### **Sec. 24-32. Non-collection material.**

Non-collection material, as defined in section 24-26 ~~definitions~~, shall be hauled away from the premises by the owner, occupant, tenant, or lessee thereof at his own expense and by his own means. Such material shall not be considered garbage or rubbish and shall not be collected by the solid waste services division. Such material shall not be dumped, placed in alleys, streets, or retained on the premises so as to become a nuisance.

### **Sec. 24-33. Collection of fees.**

The charges for the removal and disposal of all garbage, trash or rubbish shall be entered by the city in their respective amounts as charges against each such person on the utility bill of such person and the amount so fixed and charged shall be collected monthly in connection with and as a part of the utility bills of the city. Should any person of any place of abode or of any place of business fail or refuse to pay the charges ~~fixedassessed~~ against him and his place of abode or his place of business when due, the city shall be authorized to cut off and disconnect the water and sewer services to his place of abode or place of business and against which such solid waste pickup fees have been fixed and assessed, and in addition thereto shall be authorized to discontinue solid waste pickup services until such fees have been paid in full.

### **Sec. 24-34. Hauling to transfer station does not avoid charges.**

Should any person, owner, occupant, tenant or lessee within the city haul all or any part of their garbage or rubbish to the ~~T~~ransfer ~~s~~tation, they shall nevertheless be required to pay garbage and rubbish collection fees in accordance with this article.

### **Secs. 24-35—24-45. Reserved.**

#### *DIVISION 2. RESIDENTIAL COLLECTION*

### **Sec. 24-46. Residential collection services.**

- (a) *Utility account:* All residential units that subscribe to water service shall establish a solid waste account with the utility collection division. A mandatory monthly collection fee shall be assessed and shall entitle the residential unit to receive standard weekly collection services. A separate deposit as stated in the adopted fee schedule, shall be required for solid waste services. A waiver of the deposit maybe given to all active military members. All residential customers who maintain their utility account without incurring a penalty for late payment for a period of twelve (12) months shall receive a refund of their deposit. Such refund shall be credited to the customer's utility account. If the customer incurs more than one (1) late charge during any subsequent twelve (12) month period, a deposit in the amount of the solid waste deposit charge in effect at the time the penalty is incurred will be billed to the customer's account. Any account changes or request for services must be completed by account holder or authorized agent.
- (b) *Standard weekly collection service:* Standard weekly collection services that are included in the base monthly rate (fee) shall be:
  - (1) Once per week collection of garbage/rubbish placed in the city provided roll-out container(s); fees assessed for additional bags as stated in the adopted fee schedule.
  - (2) Once per week collection of brush, up to six (6) cubic yards; fees assessed for additional brush as stated in the adopted fee schedule.

- (3) Once per week collection of yard waste (leaves, grass clippings, shrubs/tree trimmings), placed in bags only; up to six (6) bags will be collected per service day.
- (c) *Bulk collection services:*
  - (1) Bulk collection services will be provided weekly, for an additional fee as stated in the adopted fee schedule, on the scheduled collection service day for the pickup of large items such as furniture; white goods such as appliances; excess waste in ~~B~~boxes as defined under section 24-26, ~~definitions~~. Boxes are not to be placed in the curbside container.
  - (2) The additional fees for this bulk collection service are stated in the adopted fee schedule. ~~7 and~~ Those additional fees shall be charged to the monthly utility bill for the residential unit or address that generated the waste.

#### **Sec. 24-47. Title to solid waste placed for collection.**

- (a) Title to all solid waste placed at the curb or collection point for collection by the city shall be vested in the city immediately upon placement by the person disposing of such solid waste.
- (b) This section does not apply to solid waste that shall not be placed for collection under this chapter and solid waste that the ~~e~~City is prohibited by law or permit condition from collecting, handling, or disposing of, to include, but not limited to ~~construction debris~~, hazardous waste material, and non-collection items as defined in section 24-26, ~~definitions~~. The responsibility for properly disposing of such solid waste shall remain with the person placing such waste for disposal.

#### **Sec. 24-48. Prohibited materials.**

The following categories of solid waste are defined as prohibited items and shall not be placed at curbside at any residence or premises for collection by the solid waste services division or at the Killeen transfer station.

- (a) Dead animals or dead animal waste.
- (b) Hazardous waste material.
- (c) Vehicle bodies, engines, boats, and camper shells.
- (d) Liquid waste of any kind.

#### **Sec. 24-49. Automated residential collection system.**

- (a) ~~Containers selection (size and quantity)~~: Residential units shall be provided roll-out containers ~~of various sizes or volume~~. The customer may select the size number of container(s) that best fulfills their disposal needs for once per week collection. The monthly base rate assessed on the customer utility bill shall be based on size and the number of containers requested by, and provided to, the customer.

- (b) The container(s) shall be issued to a residential address and shall not be removed from the premises, except by employees of the solid waste services division.
- (c) Containers are city property: The roll-out containers shall be the property of the city and must not be painted, marked, abused, mutilated, altered, or modified in anyway. Abuse and damage to a container by customers shall result in an assessment equal to the replacement cost of the container and/or time and materials involved to repair such container as stated in the adopted fee schedule. Collection service may be discontinued until the assessed fees are paid to the city. Without limiting the foregoing general statement, examples of abuse include, but are not limited to overloading the container beyond the rated weight capacity of the container; fire damage caused by hot coals and/or ashes; painting or marking the container in any manner; or failing to follow the proper care, cleaning, and use instructions for the container.
- (d) Point of collection: The container must be placed at the curbside or designated collection point not earlier than 8:00 p.m. prior to the collection day and no later than 7:00 a.m. on the scheduled collection day. The container must be placed at or near the driveway at least four (4) feet from any mailbox or other obstacle. On streets where "no parking" is allowed, the container shall be placed behind the curb. On streets where parking is allowed, the container shall be placed in the street with wheels against the curb. The solid waste division director may make reasonable exceptions to the foregoing location requirements as needed to meet unique circumstances or to avoid undue hardship caused by literal compliance.
- (e) Container(s) shall be removed from the curbside or designated collection point not later than 9:00 p.m. on the scheduled collection day. Container(s) shall be kept or stored on the premises no closer to the street than the front of the residence. Container(s) observed to be on the street at times not allowed shall be removed from the curbside by employees of the solid waste services division and placed near the front edge of the residence or near the garage area. A tag shall be left on the container handle explaining the infraction and service performed. A fee as stated in the adopted fee schedule, for this service will be charged to the monthly utility bill.
- (f) Missed service: Residents whose containers were not collected because they were not placed at the required time or location as required by subsection (d) above are considered a "missed service." Customers with "missed service" may receive collection service for a fee as stated in the adopted fee schedule, which will be added to the monthly utility bill for that residence. A resident must report missed service within 24 hours of the missed service; to include container, brush, and bulk services.
- (g) Stolen or missing container procedures: A stolen container shall be reported to the police department and the solid waste services division. If a container is stolen at a time other than that described in subsections (d) and (e) above, the customer shall be assessed a fee as stated in the adopted fee schedule, to replace the container.

If the container is later recovered, the replacement fee will be refunded to the customer.

- (h) Container exchange: A customer may request a new different sized container within thirty (30) days of establishing an account at a new property. A container exchange fee will be charged for an exchange to a different size container any time after the first thirty (30) days as stated in the adopted fee schedule.
- (i) Additional container: An additional container of any size may be acquired by paying the additional container fee stated in the adopted fee schedule and monthly charge, for the size of the additional container requested.
- (j) Container relocation: A container placed within four (4) feet of an object (e.g., trees, vehicles, containers, fences, bulky waste, excess bags of garbage, etc.) that requires it to be moved before servicing will assess a relocation fee. The driver will tag the container, thereby informing the customer, the first time after servicing as a courtesy. If the customer continues to place container within four (4) feet of an object, the solid waste account will be charged a relocation fee as stated in the adopted fee schedule.
- (k) Excess household garbage or rubbish placed in plastic bags: Excess garbage or rubbish that will not fit into the automated container may be put in plastic bags, not larger than thirty-three (33) gallons, secured, and placed at the curb at least four (4) feet from the container. After dumping the container provided for the base service, the driver will load the excess bagged garbage into the container for dumping. The driver will reload the container a maximum of twice per collection day. An additional fee for this service will be assessed to the residential unit as stated in the adopted fee schedule.
- (l) Overloaded container: An overloaded container is one (1) in which the capacity is exceeded, which is indicated by trash extending above the container rim, so the lid will not close properly. The driver will remove the excess bagged garbage or rubbish level to the top rim of container, dump the container, and reload the excess garbage into the container for dumping. The "overloaded container" fee, as stated in the adopted fee schedule, shall be charged to the monthly utility bill for that residence.
- (m) Assistance to disabled households: Disabled households desiring special assistance on collection day must apply for that service by contacting the solid waste services division and providing the information and verifications required by the solid waste director. At qualifying residential units, the employees of the solid waste services division shall roll the container from its storage location to the curbside for emptying and return the container to its storage location. The storage location shall be coordinated with the household but shall be on the premises outside the residence and safely accessible to the employee. Solid waste staff cannot enter any gated area on the premises to retrieve a container for service.

**Sec. 24-50. Brush collection.**

- (a) Brush collection shall be done once per week on the scheduled collection day for that service area.
- (b) Brush, tree limbs, and tree trunks must be cut in lengths not more than twelve (12) feet in length, and the pile shall not be mixed with any other waste, because it is taken to a location to be shredded/chipped into mulch.
- (c) Brush must be set within three (3) feet of the curb by 7:00 a.m. on the scheduled collection day, and be placed away from fences, shrubs, signs, fire hydrants, gas meters, mailboxes, overhead wires, sprinkler systems, or other obstacles with a clearance of at least four (4) feet on the sides, two (2) feet in the rear, and fourteen (14) feet above, so as not to restrict pickup by a vehicle with a mechanical boom and grapple. Brush shall be placed at least four (4) feet away from the roll-out container so as not to interfere with the automated emptying of the container.
- (d) The collection of brush is part of the standard weekly collection service, provided that the brush pile does not exceed six (6) cubic yards or the representative dimensions of 4 ft wide x 4 ft high x 12 ft long. Collection of brush in excess of six (6) cubic yards shall be assessed an excess brush fee as established in the adopted fee schedule.

**Sec. 24-51. Yard waste - grass clippings, leaves, shrubs, and garden trimmings.**

- (a) Yard waste shall be placed at curb in bags and shall not weigh more than fifty (50) pounds each. The bags shall have sufficient wall strength and thickness (a minimum of 2.0 mils) to maintain physical integrity when lifted at the top, with the opening secured.
- (b) Yard waste, in bags, shall be placed at curb not later than 7:00 a.m. on the scheduled collection day for that service area.
- (c) The bags of yard waste shall be placed at least four (4) feet away from the roll-out container so as not to interfere with the automated emptying of the container.
- (d) The collection of yard waste in plastic bags, up to six (6) bags per service day, is included in the base monthly rate for standard weekly collection service. Additional fees are not assessed.

**Sec. 24-52. Reserved.****Sec. 24-53. Special free collection of excess Christmas garbage/rubbish.**

On the first scheduled collection day after Christmas day, the excess garbage/rubbish that accumulates during the holidays may be placed in plastic bags, not larger than thirty-three (33) gallons or boxes not greater in volume than 8 cubic feet and placed at the curb for pickup; at least four (4) feet from container. There shall be no charge for this service. This special free service does not apply to other

collections such as bulk items as described in section 24-26, definitions. Bulk items left at the curb will be assessed a bulk collection fee as stated in the adopted fee schedule.

**Sec. 24-54. Bulk collection services.**

- (a) Bulk collection services are for collection of waste material not included in the standard weekly collection service. Fees shall be assessed to the residential address that generated the waste materials. The rates are as stated in the adopted fee schedule.
- (b) Bulk collection services are provided on the same day as the scheduled collection day. Waste materials shall be placed at curbside not later than 7:00 a.m., but not earlier than one (1) day prior to the scheduled collection day.
- (c) Bulk collection services requested on a day other than the scheduled collection day will incur a "Premium Service" fee as stated in the adopted fee schedule.
- (d) Bulk items shall be placed with a clearance of at least four (4) feet on the sides, two (2) feet in the rear, and fourteen (14) feet above, so as not to restrict pickup by a vehicle with a mechanical boom and grapple.
- (e) Examples of waste material collected for a fee are:
  - (1) Bulky waste as defined in section 24-26, ~~definitions~~.
  - (2) Home furnishing or furniture items such as chairs, tables, couches, and mattresses.
  - (3) White goods or appliances such as washers, dryers, and stoves. See other instructions pertaining to white goods that contain chlorinated fluorocarbon (CFC) in section 24-55, white good collection.

**Sec. 24-55. White goods collection.**

- (a) White goods are considered a bulk collection service and will be collected on the regularly scheduled collection day. Items must be separated from other waste with a clearance of at least four (4) feet on the sides, two (2) feet in the rear, and fourteen (14) feet above, to allow pickup by a collection vehicle equipped with a mechanical boom and grapple.
- (b) Special provisions apply to air conditioning units, freezers, and refrigerators. The refrigerant or chlorinated fluorocarbons (CFC) must be removed by a licensed technician; additional fees will be added for items that do not have the CFC removed prior to collection. Items must be free of all contents and have doors secured prior to pick up.
- (c) White goods must be placed at curb not later than 7:00 a.m. on the scheduled collection day, but not earlier than one (1) day prior to collection day.
- (d) A fee is charged for the collection as stated in the adopted fee schedule, under "bulk collection fees."

### **Sec. 24-56. Transfer station use.**

Residential customers are authorized free disposal of not more than five hundred (500) pounds, per calendar month at the ~~I~~transfer station, when presenting a current utility bill for their residence showing that solid waste services is a paid utility and a valid ID card. Weight in excess of five hundred (500) pounds shall be assessed at the current scale rate. Items which shall be accepted for disposal are brush, yard waste, grass clippings, leaves, garbage, rubbish, furniture items, building waste, ~~demolition or construction materials or debris~~[Construction and Demolition debris](#), such as carpet, padding, roofing shingles, doors, lumber, sinks, commodes, and sheetrock. Walk behind lawnmowers may also be discarded provided it is demonstrated that the mower does not contain fuel or engine oil.

### **Sec. 24-57. Premium service.**

Premium service includes collection of roll out container or bulk items on a day other than the normal scheduled collection day for that residential service area. Premium service requests must be submitted by phone and charges as stated in the adopted fee schedule will be assessed on the next monthly bill.

### **Sec. 24-58. Evictions, move-outs, and households with inactive accounts.**

Nuisance conditions or garbage/trash rubbish at curb for residential evictions, move-outs, and households with an inactive solid waste utility account shall be abated at the direction of the solid waste director. All costs associated with the cleanup shall be billed to the owner of the property, ~~or~~the responsible party, ~~or~~the responsible property management office, [or billed to an applicable escrow account. If the property owner or responsible party maintains an active solid waste utility account at another location, the cleanup charges will be applied directly to that account.](#) The fee shall be the greater of: fees as stated in the adopted fee schedule, or actual costs related to the cleanup, including but not limited ~~to~~[to](#) employee wages, vehicle hourly rates, and the transport and disposal costs for all solid waste collected. An active utility account, including water, sewer, and solid waste, shall not be allowed until fees are paid for the nuisance abatement.

### **Secs. 24-59—24-60. Reserved.**

## *DIVISION 3. COMMERCIAL COLLECTION*

### **Sec. 24-61. Commercial collection services.**

- (a) Utility account: All commercial businesses shall establish a solid waste account with the utility collections division.
- (b) Service level: Commercial businesses shall select a level of service sufficiently adequate to prevent a health, sanitation, or litter problem. Service options that are available, but subject to approval by the solid waste director, or appointed designee, are:

- (1) Once per week collection using the 96-gallon container.
- (2) One (1) to seven (7) collections per week using a selected size and quantity of dumpster container(s). Available sizes are 2, 3, 4, 6, and 8 cubic yard.

### **Sec. 24-62. Bulk collection services.**

Additional fees as stated in the adopted fee schedule, will be assessed to commercial customers for the following services as scheduled by customer or as required for abatement of public nuisance: on the scheduled collection days:

- (a) The pickup of segregated brush.
- (b) The pickup of bulky waste, such as furniture items and appliances.
- (c) The cleanup of excess garbage and rubbish on the site will incur a "Dumpster Pad Cleanup Fee" charge as stated in the adopted fee schedule.
- (d) The removal of large or bulky items placed in containers will incur a "Mechanical Assistance" charge as stated in the adopted fee schedule.
- (e) Any unscheduled bulk collection services will incur a "Premium Service Fee" charge as stated in the adopted fee schedule.
- (f) Pickup of appliances containing CFCs will incur a "CFC Evacuation and Disposal" charge as stated in the adopted fee schedule.

### **Sec. 24-63. Shared containers.**

To the maximum extent possible, container(s) shall be issued to each commercial customer necessary to accommodate their specific disposal needs. However, there are areas in the city that have limited space for container storage, or access is restricted for collection vehicles. In such cases, as approved by the solid waste director, or his appointed designee, a container may be placed in a common area to serve several business activities or commercial customers. Shared container service shall be prorated by the number of customers using the container. The fee for use of the container shall be based as stated in division 6, rate schedule.

### **Sec. 24-64. City-furnished containers.**

The city shall furnish all commercial container(s) to be used in the collection and removal of garbage, trash, and rubbish with the exception of compactors. See section 24-66 regarding collection services for privately-owned compactors.

### **Sec. 24-65. Roll-off services.**

- (a) Roll-off containers are large, open top containers used primarily on construction sites to store eConstruction and dDemolition debris. Roll-off containers are available for rental in sizes of 20, 30, and 40 cubic yards.
- (b) To obtain the service, an account shall be established with the utility collections division by contacting the transfer station, and a pre-paid deposit shall be made

based on size of the container, estimated number of container pickups per month, and the average weight of contents as historically determined by the solid waste director. An additional deposit may be required if the actual expenses incurred over a monthly billing cycle exceed the initial deposit.

- (c) The fees for roll-off services are as shown in the division 6, rate schedule, but include the following:
  - (1) A monthly rental fee for use of the container.
  - (2) A service fee to pick up, transport, and return container to the site or return to stock.
  - (3) Weight of container contents.

**Sec. 24-66. Compactor services.**

- (a) The city provides collection services for compactors owned by the customer. The city does not own, rent, or repair compactors.
- (b) Privately owned compactors must be compatible with the city's hauling equipment.
- (c) The fees for servicing compactors are as shown in the division 6, rate schedule.

**Sec. 24-67. Litter, odor, and insect control.**

- (a) Sides and doors of all containers shall be kept closed at all times except when the container is being filled or unloaded for disposal.
- (b) Putrescible waste shall be placed in disposable containers or plastic bags of sufficient wall strength to maintain physical integrity and capable of being secured from leaking. The disposable container with contents shall be placed unbroken, into the container.

**Sec. 24-68. Prohibited items for commercial containers.**

- (a) It shall be unlawful to place any item in any dumpster that because of weight, size, or other physical property, could cause damage to the collection vehicle. These items include, but are not limited to, any one (1) item over three (3) feet in any dimension, any one (1) item weighing in excess of fifty (50) pounds, any concrete, masonry products, earthen materials (to include dirt), or furniture items such as couches and mattresses. A mechanical assistance charge will be added to the monthly service bill as described in the adopted fee schedule for the unloading of prohibited items from the container.
- (b) It shall be unlawful for any person to start a fire, burn any material in a city-owned solid waste container, or to paint or mark the same, or to place any poster, placard, or sign upon the same.
- (c) It shall be unlawful for any person, other than the owner or occupant of any premise that is paying for the collection service, to deposit any garbage, trash, or other material in any container.

- (d) Other items prohibited for placement in a container are tires, tire and wheel components, dead animals, dead animal waste, lead acid batteries, paint, lawn mowers, liquid waste of any kind, engines, unbagged or unsealed putrescible waste, and hazardous waste materials of any type.

#### **Sec. 24-69. Container site location and accessibility.**

Commercial businesses using the city's container system for the removal of garbage, trash, and rubbish shall provide a readily accessible site for placement of container(s) on the establishment's property. Locating containers in streets, rights-of-way, the traveled portion of alleys, and intersection sight triangles is strictly prohibited. The site must have overhead clearance to allow pickup and emptying of containers by the city's collection vehicles. The site location shall be subject to approval of the solid waste director, or appointed designee based on section 24-74, container pads for commercial properties.

#### **Sec. 24-70. Reserved.**

#### **Sec. 24-71. Container maintenance.**

- (a) The city maintains and repairs city-owned containers on an as needed or requested basis, such as washing, painting, replacement of lids and doors, and welding repairs to the container body.
- (b) Customers shall not paint, mark, abuse, damage, alter, or modify the container in any way. Only those decals authorized by the solid waste director, or his appointed designee, may be affixed to containers and the installation shall only be done by city employees.
- (c) Containers, or parts thereof, that are damaged through other than fair wear and tear shall be charged to the customer. For example, any container that is destroyed or damaged by hot ashes or coals shall be the responsibility of the customer and shall be repaired or replaced at the customer's expense as stated in the adopted fee schedule.
- (d) Maintenance and/or repair of privately owned compactors is the responsibility of the commercial customer or owner.

#### **Sec. 24-72. Site maintenance and clean up.**

- (a) Maintenance of the site, together with the approach, shall be the responsibility of the owner. The city shall not be responsible for damage caused by collection vehicles to driveways, parking lots, or other traveled surfaces.
- (b) It is the responsibility of the customer to keep the area around the point of collection clean and sanitary. If conditions are a nuisance, thereby causing a litter, odor, environmental, unsanitary, or potential health hazard, the condition shall be abated as directed by the solid waste director. The customer shall pay all costs related to the cleanup, including but not limited to employee hourly wages,

collection vehicle hourly rates, and the transport, and disposal costs for all solid waste collected.

### **Sec. 24-73. Container locking devices.**

Locking devices are available to secure the container lid to prevent unauthorized access. The locking device allows the container to be secured at times needed and does not have to be unlocked for the city to service the container. Fees are as stated in the adopted fee schedule and include a onetime installation fee of the locking device and a monthly fee.

### **Sec. 24-74. Container pads for commercial containers.**

As of the effective date of this article, all new container service requests must first comply with the following standards for container pads and screening prior to collection by the city.

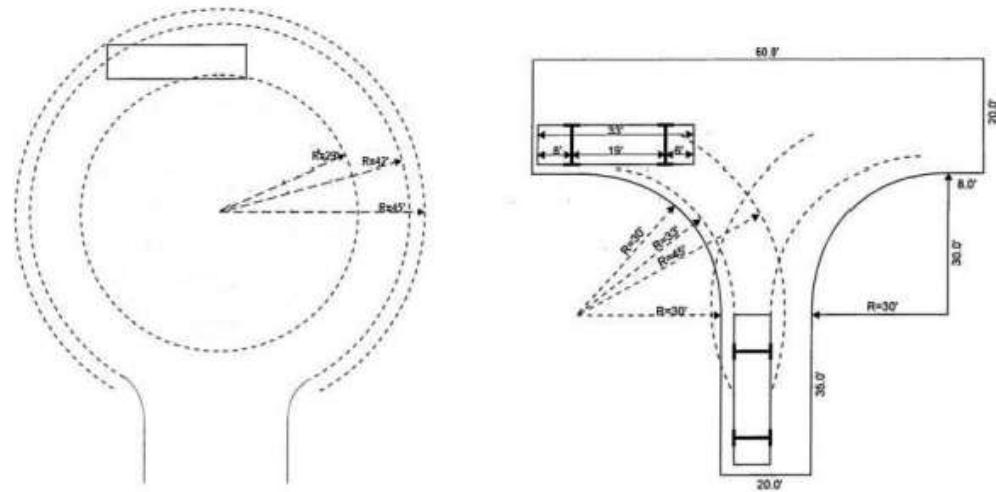
- (a) Concrete pad and approach apron shall be constructed from concrete and shall be deemed to support the collection equipment.
- (b) The minimum dimensions of the approach apron shall be fourteen (14) feet wide and a depth of fifteen (15) feet. The approach drive shall not vary more than ten (10) degrees above or below the horizontal plane.
- (c) The minimum dimensions of the concrete pad, where a single container sits, shall be fourteen (14) feet wide and a depth of twelve (12) feet four (4) inches.
- (d) All pads shall have screening on all sides. Dumpsters shall be screened from view on all sides by a concrete or masonry wall, or metal screening fence at least six (6) feet in height. Metal screening fences shall be R-panel or U-panel and shall be coated and capped at the top. Gates or doors are required on one side and must be securable in both open and closed positions. The gates or doors must not obstruct pedestrian or vehicle traffic, nor protrude into fire lanes or handicap parking spaces when in the open position. All pads shall have screening on at least three (3) sides. Screens shall be constructed of masonry block, wood, or chain-link fencing with slats. Doors are optional, but if installed, shall have features to secure doors in an open position while the collection vehicle is emptying the container.
- (e) The opening width as measured from the narrowest points with all gates in their open position shall be thirteen (13) feet four (4) inches for one (1) dumpster and twenty-six (26) feet four (4) inches for two (2) dumpsters. Any configuration accommodating more than two (2) dumpsters must be approved by the solid waste director, or designee.
- (fe) All pads shall have two (2) six-inch DIA bollards eight feet long, filled with concrete, four (4) feet above slab, and four (4) feet deep below slab. Bollards shall be placed far enough back to allow the full depth of the anticipated

dumpster bin and any additional space needed to prevent dumpster bin(s) from conflicting with any other requirements. Bollards shall be no more than five (5) feet apart from each other.

(g) All buildings and structures on a site, including dumpster enclosures, must share a common, identifiable, complementary design or style.

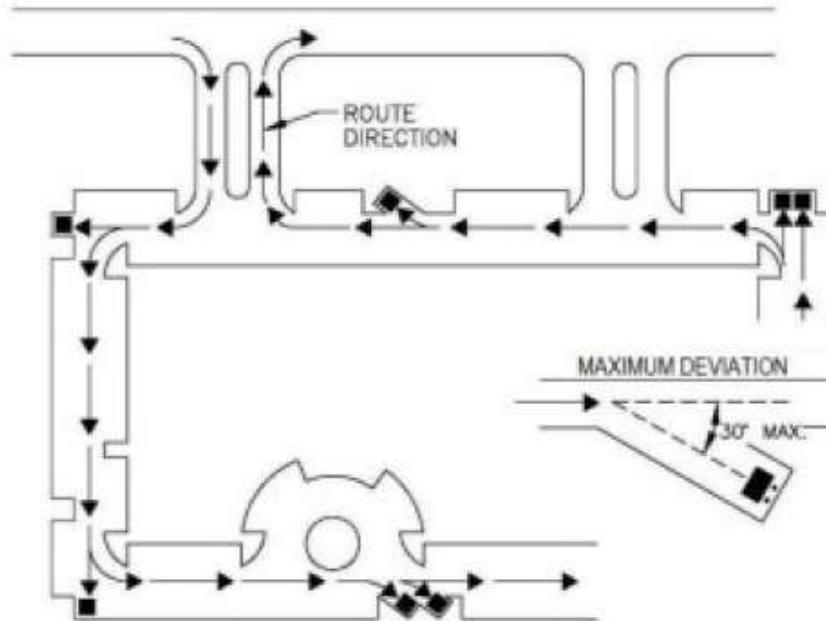
(h) Dimensions for maneuvering, the maximum deviation from access path to the enclosure shall be thirty (30) degrees, a clear maneuvering area of up to sixty-five (65) feet in front of the container will be required. No parking will be allowed in the maneuvering area.

(i) Pad shall be level with roadway or slope to roadway for easy access by collection vehicles. All access areas shall be a minimum unobstructed width of twenty (20) feet, sixty-five (65) feet in length and sixteen (16) feet in height. Outside turning radii in these areas shall be a minimum of forty-five (45) feet. At no time shall a collection vehicle be required to back while turning, or more than fifty (50) feet while on the property or be required to back out into, or in from a public right-of-way. In such cases, a tee or circle turnaround that meets the minimum standards, as shown below, will be required.



In all cases, approach design should facilitate a looping or circle ingress/egress path that avoids necessity of collection vehicle having to conduct backing maneuvers as much as possible.

(j) Whenever, in the opinion of the solid waste director or designee, a dumpster or screen cannot be located upon a particular site so as to conform with these requirements, or there are special circumstances which make the requirements wholly impracticable, the solid waste director or designee may designate a location for the dumpster which in their discretion is the most accessible and aesthetically appropriate or make exemptions from the requirements as necessary.

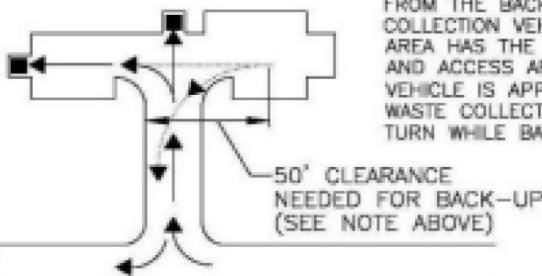


A TYPICAL SOLID WASTE COLLECTION ROUTE

PLEASE NOTE:  
 SOLID WASTE  
 VEHICLES WEIGH  
 APPROX. 33 TONS  
 WHEN FULL. DRIVEWAYS  
 MUST BE BUILT  
 TO SUPPORT THIS  
 WEIGHT WITHOUT  
 DAMAGE TO DRIVE.

HAMMER HEAD DRIVE

PUBLIC ROADWAY



SAFETY NOTE:

BACKING UP MORE THAN 50' AFTER  
 SERVICE TO A SOLID WASTE BIN IS  
 PROHIBITED. THE 50' IS MEASURED  
 FROM THE BACK OF THE SOLID WASTE  
 COLLECTION VEHICLE. MAKE SURE THE  
 AREA HAS THE PROPER TURNING RADIUS  
 AND ACCESS AREA TO LEAVE SITE. THE  
 VEHICLE IS APPROX. 36' LONG. SOLID  
 WASTE COLLECTION VEHICLES WILL NOT  
 TURN WHILE BACKING.

## **Sec. 24-75. Premium service.**

All commercial services require prior scheduling. Any service requested on the same day, or without prior scheduling, will incur an additional premium service fee. Premium service involves collecting commercial containers or bulk items on a day other than the scheduled service day for that commercial customer. Additional pickups, roll-off services, and bulk services need to be arranged in advance via phone or email. The costs for these services, as detailed in the adopted fee schedule, will be added to the next monthly bill.

## **Secs. 24-~~75~~76—24-80. Reserved.**

### *DIVISION 4. RECYCLING PROGRAM*

## **Sec. 24-81. Definitions.**

The following terms Recycling materials, Recycling and Recycling program are as described in section 24-26. The following words, terms, and phrases, when used in this article, shall have the following meaning ascribed to them.

(a) *Recycle materials* means materials such as, but not limited to, paper products, glass, aluminum and other metals, plastic, and containers made in whole or in part of aluminum, metal, or plastic, which are separated and segregated from other garbage, trash, or refuse for the purpose of recycling and which are placed in a recycling receptacle for use in a recycling program.

(b) *Recycling* means the diversion of specific materials from a solid waste stream and the processing of those materials for use as new products and/or other productive uses including composting.

(c) *Recycling program* means the organized collection of recyclable material for the purpose of resource recovery and recycling in pursuit of the goals of the city.

## **Sec. 24-82. Ownership of recyclable material.**

Placing recyclable material in an authorized recycling receptacle at a designated recycling location shall be deemed to vest title to the material to the city and shall not constitute abandonment of the material.

## **Sec. 24-83. Value.**

It is hereby declared that recyclable material has value.

## **Sec. 24-84. Theft of recyclable material prohibited.**

Any person, other than an authorized city employee, who collects, obtains, possesses, picks up, takes, or otherwise removes any recyclable material from an authorized recycling receptacle or removes an authorized recycling receptacle that has been placed at a designated recycling location or both, commits the offense of "theft" as defined in the Texas Penal Code.

### **Sec. 24-85. Recycling drop-off center.**

- (a) The city operates two (2) citizen drop-off sites and three (3) drop-off trailer locations for recyclable materials. Drop off sites are located at Killeen ~~R~~ecycle ~~C~~enter located at 111 East Avenue F and at the Killeen ~~T~~ransfer station located at 12200 State Hwy 195. Drop-off trailers are located at 3301 South W S Young Drive, ~~1001 Leadership Place~~~~6520 Clear Creek Road~~, and 2906 E. Rancier Ave. All recycling trailers are located at 3301 South W S Young on weekends and holidays. Drop-off trailers may be relocated to various areas as needed.
- (b) Acceptable materials vary by drop-off site but are as posted at the site. Generally, acceptable materials at all locations include paper products, metals, plastic containers #1 and #2, and glass jars and bottles. Automotive materials such as waste oil, oil filters, transmission oil, hydraulic oil, differential oil, and lead acid batteries are only accepted at Killeen ~~R~~ecycle ~~C~~enter and Killeen ~~T~~ransfer station. Fees are not charged for depositing these materials.
- (c) Scrap tires are accepted at the ~~Killeen R~~ecycle ~~C~~enter and ~~Killeen T~~ransfer station only; a fee is charged per tire as stated in the adopted fee schedule.
- (d) Materials brought to the drop-off sites shall be placed in the designated container, or as directed by a site attendant. ~~Materials must not be left at drop-off sites during non-operational or non-public access hours, as this will be considered illegal dumping. Materials shall not be left at drop-off sites during non-operational or non-public access hours.~~

### **Sec. 24-86. Public scale.**

The Killeen ~~R~~ecycle ~~C~~enter operates a certified public scale which can accommodate most vehicles, except large tractor trailers. A fee is charged for the use of scales as stated in the adopted fee schedule.

### **Sec. 24-87. ~~Reserved.~~ Prohibited materials.**

The following material is deemed prohibited at all recycling locations: plastics #3-#7, plastic bags and film, automotive glass or windowpanes, fuel (gas and diesel), paints, chemicals, organic materials (brush, grass clippings, etc.) and Styrofoam. Leaving these materials at any recycling locations will be considered illegal dumping.

### **Sec. 24-88. Reserved.**

### **Sec. 24-89. Freon or chlorinated fluorocarbon (~~ef~~CFC) evacuation service.**

- (a) Appliances, such as refrigerators, that contain Freon or CFC's, are accepted at the Killeen ~~R~~ecycle ~~C~~enter and Killeen ~~T~~ransfer station. A fee is charged for the evacuation of CFC's by a licensed technician and the disposal of the appliance; the fee is stated in the adopted fee schedule.
- (b) For residences without transportation means, the pickup of an appliance that contains CFC's may be arranged with the solid waste by request for bulk service

and will be collected curbside. A fee is charged for the collection, the CFC evacuation service, and the disposal of the appliance, as stated in the adopted fee schedule.

(c) Refrigerators and freezers must be completely empty of all food and debris with doors secured prior to collection.

**Sec. 24-90. Roll-off service for special recycling purposes or events.**

(a) The solid waste services division offers roll-off and frontload dumpster services for the collection of recyclable materials intended for use by businesses, multi-tenant complexes, and during special events or ongoing recycling initiatives. The use of roll-off and frontload dumpsters must be coordinated with the recycling manager to ensure proper placement and scheduling. ~~The solid waste services division may offer roll-off containers for occasional use for the restricted collection of recyclable materials. The use of a roll-off shall be coordinated with the recycling manager.~~

(b) Roll-off and frontload dumpsters designated for recyclables shall only contain materials such as cardboard, which must be broken down and free from contaminants prior to placement in the dumpsters. Customers are responsible for ensuring that only designated recyclables are placed in the containers. Non-compliant materials will incur charges as outlined in Division 6, rate schedule. ~~It is the responsibility of the roll-off customer to insure only designated recyclables are placed in the roll-off container. Roll-offs with garbage/rubbish will be charged standard rates as stated in division 6, rate schedule.~~

(c) A roll-off rental fee, as specified in the adopted fee schedule, shall be paid at the time the service is arranged with the recycling manager. Additional provisions apply to frontload dumpsters specifically for cardboard recycling, provided at no initial rental fee to promote recycling efforts among local businesses and residential complexes. Scheduled collections for frontload dumpsters will be more frequent than roll-offs due to their use for ongoing cardboard recycling. ~~A roll-off rental fee as stated in the adopted fee schedule, shall be paid at the time the roll-off service is coordinated with the recycling manager.~~

(d) Recyclable material placed in roll-off and frontload dumpsters becomes the property of the eCity upon collection. The city reserves the right to direct the recycling process, including the sale or processing of materials to recycling facilities. ~~Recyclable material placed in the roll-off becomes the property of the city.~~

**Secs. 24-91—24-99. Reserved.**

*DIVISION 5. TRANSFER STATION*

**Sec. 24-100. Authorized users of the transfer station facility.**

The transfer station facility is the central receiving and transfer point for all municipal solid waste generated by the city. Persons authorized to dispose of waste at the facility are:

- (a) Killeen residents and commercial businesses.
- (b) Citizens and businesses in the rural areas (counties).
- (c) Citizens from other municipalities.
- (d) Out-of-town contractors or businesses who have a work permit in Killeen.

#### **Sec. 24-101. Hours of operation.**

The hours of operation for the public are 8:00 a.m. - 5:00 p.m. on Monday, Tuesday, Thursday, Friday; and 8:00 a.m. - 3:00 p.m. on Wednesday and Saturday. The facility is closed to the public on the 4th Saturday of the month and on Sundays.

#### **Sec. 24-102. Permit restrictions.**

- (a) The transfer station must operate in compliance with the Texas Commission on Environmental Quality (TCEQ) rules and regulations, and the approved site operating plan. The facility is not permitted to accept hazardous waste or special waste. Special waste is any solid waste that because of quantity, concentration, physical or chemical characteristics or biological properties, requires special handling and disposal to protect human health or the environment.
- (b) Special waste NOT ACCEPTED:
  - Septic tank pumpings.
  - Medical waste from health care facilities.
  - Grease and grit trap waste.
  - Discarded materials containing asbestos.
  - Segregated hazardous waste from small quantity generators.
  - Slaughter house waste and dead animals.
  - Other waste classified as special waste by the Texas Commission on Environmental Quality (TCEQ) Rules and Regulations.

#### **Sec. 24-103. Military material prohibited.**

Garbage, rubbish, or other solid waste generated on the Fort Hood military reservation shall not be accepted at the transfer station without prior approval from the city manager.

#### **Sec. 24-104. Transfer station use and charges for Killeen residents.**

Residential customers are authorized free disposal of not more than five hundred (500) pounds, up to two (2) trips per calendar month at the transfer station, when presenting a current utility bill for their residence showing that solid waste services is a paid utility. Weight in excess of five hundred (500) pounds shall be assessed at the current scale rate. Items which shall be accepted for disposal are brush, yard waste, grass clippings, leaves, garbage, rubbish, furniture items, building waste, demolition or

construction materials or debris such as carpet, padding, roofing shingles, doors, lumber, sinks, commodes, and sheetrock. Walk behind lawnmowers may also be discarded provided it is demonstrated that the mower does not contain fuel or engine oil. This service is available to residential customers only with a valid ID and current city utility bill; does not apply to commercial businesses.

**Sec. 24-105. Charges for non-residents, commercial businesses and all others.**

Disposal of acceptable waste materials at the transfer station shall be calculated by weight as determined by the on-site scales. The fees are as stated in the adopted fee schedule.

**Sec. 24-106. Surcharge for unsecured loads.**

Vehicles hauling waste to the site must be enclosed or provided with a tarpaulin, ~~or~~ net, ~~and straps, or other means~~ to secure the load to prevent blowing of litter or spillage. A surcharge shall be assessed for unsecured loads as stated in the adopted fee schedule.

**Sec. 24-107. Recycling drop off-site.**

- (a) A citizen's drop-off site for recyclable materials is located at the Killeen Transfer station. Recycle materials that are accepted are posted at the site. Fees are not charged for depositing these materials.
- (b) White goods are accepted at the facility. However, any appliance such as freezer, air conditioning unit, or refrigerator must have a certification from a licensed technician that the appliance is free of refrigerant or chlorinated fluorocarbon (CFC). Fees are assessed as stated in the adopted fee schedule.

**Sec. 24-108. Scrap tires.**

- (a) The facility accepts most tires from cars and pick-up trucks for disposal. However, tires with a bead (the thick part that fits against the wheel rim) of two inches or more are not accepted; this typically includes most off-road construction equipment tires. A fee is charged for each tire based on size, as stated in the adopted fee schedule.
- (b) The cost of tire disposal consists of the weight and a processing fee per tire based on the size of tire. For specific costs, refer to the current adopted fee schedule. ~~Tires that have a bead of two (2) inches or greater shall not be accepted for disposal. The bead is the thickness of the tire that fits against the wheel rim. Most tires from off-road construction equipment are in the unacceptable category.~~

### **Sec. 24-109. Public scale.**

The Killeen Transfer Station operates a certified public scale which can accommodate most vehicles, including large tractor trailers. A fee is charged for the use of scales as stated in the adopted fee schedule.

### **Sec. 24-110. Mattress and Box Springs**

Residential customers with a utility bill showing solid waste services, disposal fees are based solely on the weight of the items, regardless of their size or quantity. The fees are as stated in the adopted fee schedule.

Non-Residents, Commercial entities and businesses, the fee structure includes a charged based on weight plus an additional processing fee for each item. Please note, that commercial fees apply starting with twin-size mattresses or larger. The fees are as stated in the adopted fee schedule.

### **Secs. 24-1110—24-114. Reserved.**

#### *DIVISION 6. RATE SCHEDULE*

### **Sec. 24-115. Residential rates.**

(a) Variable rates shall be charged depending on the ~~size and~~ quantity of containers selected. This monthly base rate includes the standard weekly services as stated in subsection 24-46(b). Sales tax shall be added to fees for goods and services where required by state law. A separate deposit of \$30.00 shall be required for solid waste services when establishing a water services account with the utility collections division.

Container Size(s) Available	Monthly Base Rate
96 gallon	\$19.78
<del>64 gallon</del>	<del>\$17.63</del>
<del>32 gallon</del>	<del>\$16.25</del>

(b) Additional container(s) ~~of the same or different size~~ may be subscribed by paying the fee stated above for the additional container(s) and a one-time additional container fee as stated in the adopted fee schedule.

### **Sec. 24-116. Commercial rates.**

(a) Once per week collection using a ninety-six-gallon container: twenty-six dollars and eighty-three cents (\$26.83) per month.

(b) Dumpster container rates are based on size of container and frequency of weekly collection.

(1) Monthly fees:

Dumpster Size	Collections Per Week						
	1	2	3	4	5	6	7
2 cu yd	\$99.17	\$151.23	\$211.52	\$271.79	\$333.73	\$392.35	\$452.62
3 cu yd	\$121.02	\$187.75	\$264.39	\$341.09	\$417.78	\$494.43	\$571.15
4 cu yd	\$141.56	\$239.49	\$316.05	\$409.11	\$502.25	\$595.35	\$688.44
6 cu yd	\$186.15	\$295.93	\$421.84	\$547.73	\$673.64	\$799.55	\$925.44
8 cu yd	\$229.08	\$368.71	\$527.57	\$686.32	\$845.02	\$1,003.78	\$1,162.49

(c) Fees for collection from privately owned, small compactors are based on size of compactor and frequency of weekly collection:

Compactor Size	Collections Per Week						
	1	2	3	4	5	6	7
4 cu yd	\$187.74	\$368.58	\$549.42	\$730.21	\$911.10	\$1,091.94	\$1,272.79
6 cu yd	\$251.89	\$497.77	\$740.98	\$985.54	\$1,230.08	\$1,474.62	\$1,719.15
8 cu yd	\$316.08	\$624.23	\$932.13	\$1,241.06	\$1,549.38	\$1,857.70	\$2,166.02

(d) Fees for roll-off container service:

(1)

Size of Container	Rental Fee(a)	Service
20 yd open top	\$168.23	\$172.21+weight <sup>b</sup>
30 yd open top	\$198.72	\$172.21+weight <sup>b</sup>
40 yd open top	\$227.88	\$172.21+weight <sup>b</sup>
20 yd compactor	Must own	\$172.21+weight <sup>b</sup>
30 yd compactor	Must own	\$172.21+weight <sup>b</sup>
42 yd compactor	Must own	\$172.21+weight <sup>b</sup>
(a) minimum fee: one month rental for first month; prorated for subsequent months		
<del><sup>b</sup>weight fee is \$77.65 per ton</del>		

(2) Prepaid deposit based on number of services per month:

Size of Roll Off	Number of Services Per Month							
	1	2	3	4	5	6	7	8
20 yd open top	\$541.83	\$944.33	\$1,346.84	\$1,749.33	\$2,151.85	\$2,554.35	\$2,956.85	\$3,359.35

30 yd open top	\$657.94	\$1,139.40	\$1,622.40	\$2,105.40	\$2,588.39	\$3,071.40	\$3,497.13	\$3,978.58
40 yd open top	\$758.56	\$1,323.62	\$1,888.66	\$2,449.06	\$2,908.99	\$3,573.00	\$4,138.03	\$4,703.09

**Sec. 24-117. Reserved.**

**Sec. 24-118. Reserved.**

**Sec. 24-119. Reserved.**

**Secs. 24-120—24-125. Reserved.**

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 6<sup>th</sup> day of January 2026, 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:**

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**Debbie Nash-King, MAYOR**

**ATTEST:**

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**Laura J. Calcote, CITY SECRETARY**

**APPROVED AS TO FORM**

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**Holli C. Clements, CITY ATTORNEY**



# **SOLID WASTE ORDINANCE AMENDMENT**

**OR-26-003**

**January 6, 2026**

# Background

2

- In FY 2025, there were some new fees added to the Fee Schedule to assist with offsetting the cost of disposal and transportation of these items.
  - Addition of Section 24-49, Automated residential collection system (j), Container Relocation.
  - Addition of Section 24-75, Commercial Premium Service.
  - Addition of Section 24-85, Prohibited Materials.
  - Addition of Section 24-110, Mattresses and Box Springs.
- Updating Code of Ordinance, Chapter 24, Solid Waste Collection Services is necessary to provide details of these additional fees, as well as making various grammatical edits throughout the ordinance to ensure clarity and provide a document to the citizens of Killeen that is thorough and concise.

# Background Cont.

3

- ❑ Section 24-49, Automated residential collection system, (j)  
Container relocation.
  - ❑ ensure the safe and efficient collection of waste when servicing residential containers. The container relocation fee regulates the proper placement of containers on the scheduled service day.

**Correct Placement**



**Incorrect Placement**



# Background Cont.

4

- Section 24-75, Premium Service (Commercial)
  - The premium service fee is designed to recover additional expenses and balance the demand for same-day service with the costs incurred on non-collection days. Same day service includes:
    - Trucks deviate from designated routes, additional fuel cost, possibility of longer work hours, additional trips to the Transfer Station, and higher disposal weights.

# Background Cont.

5

## Section 24-85, Prohibited Items (Recycling)

- Provide clarity of what materials are not accepted at the Killeen Recycling Center or at the recycling trailers to improve public understanding, reduce contamination in recycling loads, and promote safer, more efficient recycling operations.

### **Not Accepted**

<input type="checkbox"/> Plastics #3-#7	<input type="checkbox"/> Paints
<input type="checkbox"/> Plastic bags and film	<input type="checkbox"/> Chemicals
<input type="checkbox"/> Automotive glass or windowpanes	<input type="checkbox"/> Organic materials (brush, grass clippings etc.)
<input type="checkbox"/> Fuel (gas and diesel)	<input type="checkbox"/> Styrofoam

# Background cont.

6

- **Section 24-110, Mattresses and Box Springs**
- To implement the procedure of disposing and transporting mattresses and box springs.
  - Residential customers with a utility bill showing solid waste services, disposal fees are based solely on the weight of the items, regardless of their size or quantity.
  - Non-Residents, Commercial entities and businesses, the fee structure includes a charge based on weight plus an additional processing fee for each item. Please note, that commercial fees apply starting with twin-size mattress.



# Recommendation

7

- City Council approve the ordinance amending Chapter 24, Solid Waste, of the Code of Ordinances, to provide a concise document for all residential and commercial customers.



# **City of Killeen**

## **Staff Report**

**File Number: DS-26-001**

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Killeen Children's Museum and Immersion Center Initiative



# City of Killeen

## Staff Report

File Number: DS-26-002

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Original Fire Station #1 (Avenue D Fire Station) Request for Proposal (RFP)



# City of Killeen

## Staff Report

File Number: RQ-26-001

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Honor Legacy of Bettie Ann McLaurin



## ATTACHMENT A

### REQUEST TO PLACE ITEM ON THE AGENDA

(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): Jessica Gonzalez

Date: Dec. 1, 2005

Problem/Issue/Idea Name for Agenda:

Community request

Description of Problem/Issue/Idea:

Idea: To honor legacy of mrs. Bettie Ann McLaurin

~~legacies and legacy~~

Requested Action:

Co-name street in the downtown area where they (she + her husband) have invested and are active community partners.

A handwritten signature in black ink, appearing to read "Jessica Gonzalez".