

Agenda

City Council Workshop

Tuesday, October 17, 2023

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

IMMEDIATELY FOLLOWING REGULAR CITY COUNCIL

Items for Discussion at Workshop

1. <u>DS-23-098</u> Oasis Grocery Store Update

Presentations

2.	PR-23-021	Presentation regarding the Veterans Day Parade and the Central Texas	
		Area Veterans Advisory Committee	

3. PR-23-022 Presentation regarding the Unbound Now Program

Attachments: Presentation

Citizens Petitions

Comments should be limited to four (4) minutes. A majority vote of the City Council is required for any time extensions.

- **4.** <u>CP-23-025</u> Eugene Alexander: Grants Available for the Adoption of Solar Power and Electric Vehicles
- **5.** CP-23-026 Mellisa Brown: Discussion of process for Citizens Petitions Who, What, How
- **6.** <u>CP-23-027</u> Patsy Bracey: Senior Citizen Rights
- 7. CP-23-028 Michael Fornino: Failure to Address 4th Amendment Violation
- 8. <u>CP-23-029</u> Bill Paquette: Discuss recent criticism of Mayor, Council and staff

Citizen Comments

This section allows members of the public to address the Council regarding any item(s), other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up in advance, may speak only one time, and such address shall be limited to four (4) minutes. A majority 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.

Discuss Items for Regular City Council Meeting on October 24, 2023

Minutes

9. MN-23-025 Consider Minutes of Regular City Council Meeting of September 26, 2023.

Resolutions

10. RS-23-164 Consider a memorandum/resolution appointing FY 23/24 Commissioners to the Youth Advisory Commission.

Attachments: Presentation

11. RS-23-165 Consider a memorandum/resolution appointing members to the Senior Citizens Advisory Board and the Bell County Tax Appraisal District Board of Directors.

Attachments: Presentation

12. RS-23-166 Consider a memorandum/resolution authorizing the Solid Waste Division to purchase containers for the City of Killeen's solid waste collection system and container replacement program, in an amount not to exceed \$604,123.

Attachments: Quote

Contract Verification

Certificate of Interested Parties

Presentation

13. RS-23-167 Consider a memorandum/resolution authorizing a five-year printer lease for Communications Print Services from Ricoh, in the amount of \$55,752.60.

Attachments: Agreement

Contract Verification

Certificate of Interested Parties

Presentation

14. RS-23-168 Consider a memorandum/resolution approving a Professional Services Agreement with Blue Skies Associates for data migration to the Niche Records Management System, in the amount of \$75,000.

Attachments: Agreement

Contract Verification

Certificate of Interested Parties

Presentation

15. RS-23-169 Consider a memorandum/resolution awarding the request for application for banking services.

<u>Attachments:</u> Recommendation Letter

Analysis of Proposed Fees

Presentation

16. RS-23-170 Consider a memorandum/resolution authorizing the award of Bid No. 24-01 for Water and Sewer Materials, in an amount of \$920,377 in FY 2024.

Attachments: Bid Tab

Agreements

Certificate of Interested Parties

Presentation

17. RS-23-171 Consider a memorandum/resolution authorizing the procurement of signs and traffic control devices for use in the Traffic Calming Program with Centerline Supply Inc., in the amount of \$105,223.80.

Attachments: Quote

City of Killeen NTMP

Contract Summary

Certificate of Interested Parties

Presentation

18. RS-23-172 Consider a memorandum/resolution authorizing the procurement of fleet vehicles and equipment, in the amount of \$5,934,882.

Attachments: Quotes

Certificates of Interested Parties

Presentation

19. RS-23-173 Consider a memorandum/resolution authorizing a professional service agreement with Transmap Corporation to determine the overall condition of the road network and provide a five (5) year maintenance strategy, in the amount of \$242,896.20.

Attachments: Quote

Agreement

Contract Verification

Certificate of Insurance

Certificate of Interested Parties

Presentation

20. RS-23-174 Consider a memorandum/resolution authorizing the purchase of Personal Protective Equipment from NAFECO, in an amount not to exceed \$264,645.

Attachments: Quote

Contract

Contract Verification

Certificate of Interested Parties

Presentation

21. RS-23-175 Consider a memorandum/resolution approving the inspection, cleaning, and repair of Personal Protective Equipment through Lion Total Care, in an amount not to exceed \$102,511 for FY 2024.

Attachments: Quote

Agreement

Contract Verification

Certificate of Interested Parties

Presentation

22. RS-23-176 Consider a memorandum/resolution authorizing the purchase of consumable medical supplies for the Fire Department, in an amount not to exceed \$426,233 for FY 2024.

Attachments: Contracts

Contracts Verification

Certificate of Interested Parties

Presentation

23. RS-23-177 Consider a memorandum/resolution approving a Fire Apparatus Service Agreement between Siddons-Martin Emergency Group, LLC and the Killeen Fire Department, in an amount not to exceed \$200,000 for FY2024.

Attachments: Agreement

Sole Source Letter

Contract Verification

Certificate of Interested Parties

Presentation

24. RS-23-178 Consider a memorandum/resolution approving the purchase/repairs of portable and mobile radios from Dailey & Wells Communications Inc., in an amount not to exceed \$353,301.51 for FY 2024.

Attachments: Quotes

Contract

Contract Verification

Certificate of Interested Parties

Presentation

25. RS-23-179 Consider a memorandum/resolution authorizing the purchase of police uniforms, duty gear and accessories from Galls, LLC, in an amount not to exceed \$50,000 for FY 2024.

Attachments: Contract

Contract Verification

Certificate of Interested Parties

Presentation

26. RS-23-180

Consider a memorandum/resolution authorizing the purchase of police equipment, body armor and accessories and ammunition from GT Distributors, Inc., in an amount not to exceed \$387,000 in FY 2024.

Attachments: Contract

Contract Verification

Certificate of Interested Parties

Presentation

Ordinances

27. OR-23-018

Consider an ordinance amending Chapter 28 of the Code of Ordinances of the City of Killeen, Texas, by updating the name of the airport as listed in the Chapter and amending the applicability of the exemption of parking fees at the Killeen Regional Airport.

Attachments: Ordinance

Presentation

Public Hearings (Public Hearings Will be Held on October 24, 2023)

28. PH-23-054

HOLD a public hearing and consider an ordinance submitted by Shah Motors, LLC (FLUM#23-04), to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Residential Mix' designation to a 'Regional Commercial' designation, being approximately 4.63 acres, part of the R. A. McGee Survey, Abstract No. 561. This property is located south of Chaparral Rd and east of S Fort Hood St, Killeen, Texas.

Attachments: Maps

Site Photos

Letter of Request

Applicant Exhibit

Minutes

Ordinance

Presentation

29. PH-23-055

HOLD a public hearing to receive citizen comment and input on the proposed Housing Urban and Development (HUD) Pathways to Removing Obstacles to Affordable Housing (Pro Housing) Federal Grant Proposal.

Attachments: Draft Proposal

Presentation

Items for Discussion at Workshop

30. DS-23-099 Discussion regarding proposed changes to the architectural and site

design standards ordinance.

<u>Attachments:</u> Ordinance
Presentation

31. Discuss reappropriation of available American Rescue Plan Act (ARPA)

Funding

Attachments: Presentation

32. DS-23-101 Discuss the KTMPO Safe Streets & Roads For All (SS4A) Grant

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on October 13, 2023.

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.

- Third Annual Fire Prevention Week Open House, October 14, 2023, 4:00 p.m., Central Fire Station
- Killeen Fire Department Fall 2023 Badge Pinning Ceremony, October 26, 2023, 3:00 p.m., Killeen Fire Academy
- Greater Killeen Chamber of Commerce's Annual Senior Command BBQ Social, October 26, 2023, 6:00 p.m., Big Hoss Bar-B-Que
- City of Killeen Christmas Tree Lighting, December 1, 2023, 6:00 p.m., 200 E. Ave D
- Festival of Holidays, December 9, 2023, 4:00 p.m., Avenue D and North 8th St
- City of Killeen's 60th Annual Christmas Parade, December 9, 2023, 5:00 p.m., Downtown Killeen

Dedicated Service -- Every Day, for Everyone!



Staff Report

File Number: DS-23-098

Oasis Grocery Store Update



Staff Report

File Number: PR-23-021

Presentation regarding the Veterans Day Parade and the Central Texas Area Veterans Advisory Committee



Staff Report

File Number: PR-23-022

Presentation regarding the Unbound Now Program

HUMAN TRAFFICKING: join the fight



This presentation was produced by Unbound Global in part under grant number 3751201, awarded by the Office of the Governor of Texas (OOG). The opinions, findings and recommendations expressed are those of the contributors and do not necessarily represent the official position or policies of OOG.



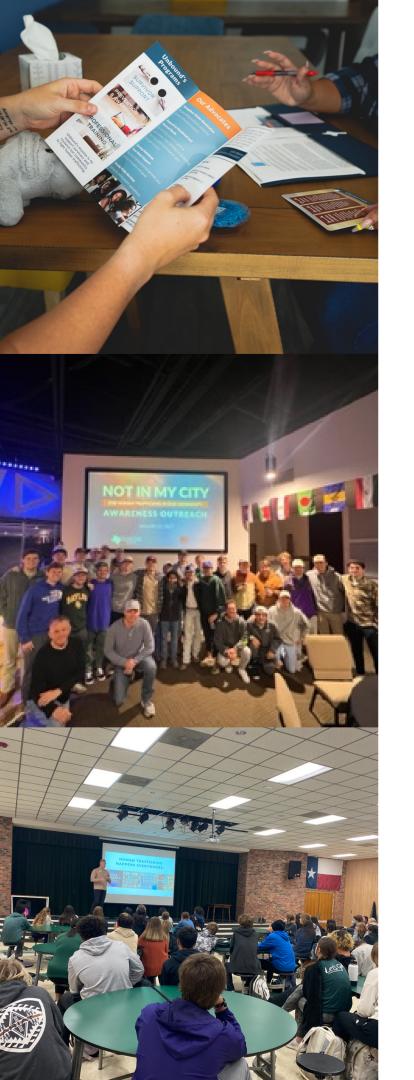
Our Vision:

We envision a future where our community is free from human trafficking.



Our Mission:

Unbound Now supports survivors and resources our community to fight human trafficking.











HUMAN TRAFFICKING IS AGAINST U.S. LAW.

TRAFFICKING VICTIMS PROTECTION ACT

- (8) SEVERE FORMS OF TRAFFICKING IN PERSONS. The term "severe forms of trafficking in persons" means -
 - (A) sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
 - (B) the recruitment, harboring, transportation, provision, obtaining, patronizing, soliciting or
- advertising of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- (9) SEX TRAFFICKING.- The term "sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

HUMAN TRAFFICKING HAPPENS EVERYWHERE.













TOP RISK FACTORS

LABOR TRAFFICKING

- Immigration status
- Recruitment debt
- Economically disadvantaged
- Low levels of formal education
- Foreign nationals

SEX TRAFFICKING

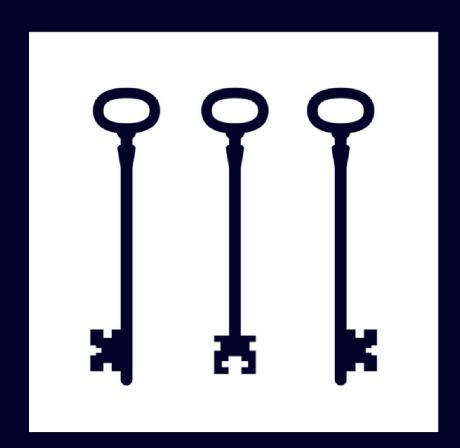
- Homelessness
- History of abuse or exploitation
- Substance use
- Involvement in commercial sex industry
- Mental illness
- Socioeconomic status

CHILD SEX TRAFFICKING

- Runaway
- LGBTQ
- Developmental delay
- Learning disabilities
- Family dysfunction
- Low self-esteem
- Involvement with child welfare



(U.S. Department of Education, 2015; Polaris Project, 2019)



UNBOUNDNOW

National Human Trafficking Hotline: 1-888-373-7888
Unbound Now Waco Crisis Response Line: 254-414-0814
Unbound Office: 254-757-2333
unboundnow.org



Staff Report

File Number: CP-23-025

Eugene Alexander: Grants Available for the Adoption of Solar Power and Electric Vehicles



Staff Report

File Number: CP-23-026

Mellisa Brown: Discussion of process for Citizens Petitions - Who, What, How



Staff Report

File Number: CP-23-027

Patsy Bracey: Senior Citizen Rights



Staff Report

File Number: CP-23-028

Michael Fornino: Failure to Address 4th Amendment Violation



Staff Report

File Number: CP-23-029

Bill Paquette: Discuss recent criticism of Mayor, Council and staff



Staff Report

File Number: MN-23-025

Consider Minutes of Regular City Council Meeting of September 26, 2023.

City of Killeen

City Council Meeting
Killeen City Hall
September 26, 2023 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Nina Cobb, Councilmembers Michael Boyd, Jessica Gonzalez, Jose

Segarra, Ramon Alvarez (arrived at 5:10 p.m.), Joseph Solomon and Riakos Adams

Also attending were City Attorney Holli Clements, City Secretary Laura Calcote and

Sergeant-at-Arms Moore

Don Smith gave the invocation. Councilmember Gonzalez led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Councilmember Adams to approve the agenda. Motion was seconded by Councilmember Boyd. The motion carried unanimously (6-0).

Presentations

Mayor Nash-King and Mayor Protem Cobb recognized Killeen citizen, Joeliqua Williams, for being an outstanding community member.

Citizens Petitions

CP-23-024 Nigel Dunn: Closure of homeless shelter concerns (Friends in Crisis)

Citizen Comments

Sean Price spoke regarding RS-23-146, RS-23-148 and RS-23-157.

Mellisa Brown spoke regarding CP-23-024, RS-23-145, RS-23-153, RS-23-157 and PH-23-053.

Michael Fornino spoke regarding CP-23-024 and RS-23-157.

Diane Oberto spoke regarding CP-23-024.

Anca Neagu spoke regarding RS-23-157.

Patsy Bracey spoke regarding CP-23-024.

Don Smith spoke regarding CP-23-024.

Discussion Items

DS-23-091 Discuss the KTMPO Safe Streets & Roads for All (SS4A) Grant

Councilmember Adams presented this item. No action was taken.

Consent Agenda

MN-23-023	Consider Minutes of Special City Council Meeting of September 5, 2023.
RS-23-144	Consider a memorandum/resolution approving the investment reports for the quarter ended June 30, 2023.
RS-23-145	Consider a memorandum/resolution ratifying a Meet and Confer Agreement with Killeen Police Employee Association FOP Lodge 32.
RS-23-146	Consider a memorandum/resolution approving a Professional Services Agreement with Garver, LLC, for design of the Passenger Terminal Mechanical Improvements Project at Killeen Fort Hood Regional Airport, in the amount of \$293,200.
RS-23-148	Consider a memorandum/resolution awarding Bid Number 23-44 for the Terminal Demolition Project at Skylark Field Airport to R&L Global Inc., in an amount of \$157,094.
RS-23-149	Consider a memorandum/resolution authorizing the agreement with Waste Management Inc. for the disposal of the City's municipal solid waste.
RS-23-150	Consider a memorandum/resolution authorizing the agreement with Comal Transportation, LLC for transportation of the City's municipal solid waste.
RS-23-151	Consider a memorandum/resolution authorizing the award of Bid No. 23-41, Wastewater Improvements for Chaparral Road Project to Arguijo Corporation with a contract in the amount of \$2,729,604.
RS-23-152	Consider a memorandum/resolution to approve an Interlocal Mutual Aid Agreement between the cities of Killeen and Nolanville for Fire Department services.
RS-23-153	Consider a memorandum/resolution to award RFQ 23-29, Fire Department Mental Health Clinician to A & L Solutions in the amount of \$45,000 annually.

RS-23-154 Consider a memorandum/resolution of support for the selection of Railhead Energy Resiliency as the FY 2024 Defense Economic Adjustment Assistance Grant (DEAAG) project.

Motion was made by Councilmember Adams to approve the Consent Agenda, as presented. Motion was seconded by Councilmember Segarra. The motion carried unanimously (6-0).

Resolutions

RS-23-147 Consider a memorandum/resolution renaming the Killeen-Fort Hood Regional Airport.

Staff Comments: Mike Wilson, Executive Director of Aviation
This item was presented to and discussed by City Council at the September 19, 2023
Workshop meeting. Mr. Wilson was available to provide additional information and to answer questions.

Motion was made by Councilmember Segarra to accept the recommendation to rename the Killeen-Fort Hood Regional Airport to Greater Killeen Regional Airport. Motion was seconded by Councilmember Alvarez.

Councilmember Boyd made an amendment to the motion to rename the Killeen-Fort Hood Regional Airport to Killeen Regional Airport. Motion was seconded by Councilmember Solomon. The motion carried 6-1, with Councilmember Segarra in opposition.

The original motion, with the amendment included, carried unanimously (7-0).

RS-23-155 Consider a memorandum/resolution approving a fireworks display application from Big Dog Pyro, LLC on behalf of Advent Health Medical Center.

Staff Comments: Jim Kubinski, Fire Chief

This item was presented to and discussed by City Council at the September 19, 2023 Workshop meeting. Chief Kubinski was available to provide additional information and to answer questions.

Motion was made by Councilmember Adams to approve RS-23-155, as submitted and presented. Motion was seconded by Mayor Protem Cobb. The motion carried unanimously (7-0).

RS-23-156 Consider a memorandum/resolution appointing members to vacant and unexpired terms on various boards and commissions.

Staff Comments: Laura Calcote, City Secretary

This item was presented to and discussed by City Council at the September 19, 2023 Workshop meeting. Ms. Calcote was available to provide additional information and to answer questions.

Motion was made by Councilmember Adams to approve RS-23-156. Motion was seconded by Councilmember Gonzalez. The motion carried unanimously (7-0).

RS-23-157 Consider a memorandum/resolution authorizing the remainder of funds previously approved for Fiscal Year 2023 to defend the Bell County lawsuit related to marijuana enforcement be carried forward into FY 2024.

Staff Comments: Holli Clements, City Attorney
This item was presented to and discussed by City Council at the September 19, 2023
Workshop meeting. Ms. Clements was available to provide additional information and to answer questions.

Motion was made by Councilmember Alvarez to approve RS-23-157. Motion was seconded by Mayor Protem Cobb. The motion carried 6-1, with Councilmember Solomon in opposition.

Public Hearings

PH-23-052 HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to adjust revenue and expenditure accounts in multiple funds.

The City Secretary read the caption of the ordinance:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS,
AMENDING THE FY 2023 ANNUAL BUDGET OF THE CITY OF KILLEEN TO ADJUST
REVENUE AND EXPENDITURE ACCOUNTS IN MULTIPLE FUNDS; REPEALING ALL
ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE;
PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Staff Comments: Miranda Drake, Assistant Director of Finance
This item was presented to and discussed by City Council at the September 19, 2023
Workshop meeting. Ms. Drake was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Adams to approve PH-23-052. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (7-0).

PH-23-053 HOLD a public hearing and consider an ordinance submitted by Bianca Hall, on behalf of Rebecca Tinkshell, who is deceased (Case #Z23-19) to rezone Lot 1, Block 2, out of the Morris & Goode Survey, from "B-5" (Business District) to "R-1" (Single-Family Residential District). The property is locally addressed as 801 E. Avenue G, 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 LOT 1, BLOCK 2, OUT OF THE MORRIS & GOODE
ADDITION, FROM "B-5" (BUSINESS DISTRICT) TO "R-1" (SINGLE-FAMILY
RESIDENTIAL DISTRICT.; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE
REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Assistant Director of Development Services
This item was presented to and discussed by City Council at the September 19, 2023
Workshop meeting. Ms. Meshier was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Anca Neagu spoke in support of the ordinance.

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

Motion was made by Councilmember Boyd to approve PH-23-053. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (7-0).

Adjournment

With no further business, upon motion being made by Councilmember Adams, seconded by Councilmember Alvarez and unanimously approved, the meeting was adjourned at 6:20 p.m.



Staff Report

File Number: RS-23-164

Consider a memorandum/resolution appointing FY 23/24 Commissioners to the Youth Advisory Commission.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Kelly Snook, Executive Director Parks and Recreation

SUBJECT: Appointment of FY 23/24 Commissioners to the Youth Advisory

Commission

BACKGROUND AND FINDINGS:

The Youth Advisory Commission (YAC) was created in 1993 to serve as a liaison to the Killeen City Council. YAC exists to assist in minimizing community problems relating to youth, while encouraging positive growth and development.

YAC is comprised of up to thirty-seven (37) commissioners and an unlimited number of resource committee members, all of whom shall be students in the eighth through twelfth grade levels of the Killeen Independent School District service area. Prospective applicants were interviewed by two City Council members, Councilmember Adams, Councilmember Boyd, and Mayor Nash and the Recreation Coordinator and one YAC Commissioner. The interview process was completed no later than September 30th of the appointment year. Twelve (12) students are recommended to serve as FY 23/24 commissioners based on their leadership ability and community involvement.

Below are the proposed commissioners for the FY23-24 year.

Caleb Mongul

Jason Sonier

Surayya Irfan

Ava McQuaide

Nhuy Nguyen

V'jae Brown

Nadine Nyamari

Harmony Moralez

Juyoung Kim

Aleeza Nica

Lenci Wells

Shayla Lovett

THE ALTERNATIVES CONSIDERED:

Option 1: Not appoint the recommended nominations as commissioners. This option will result in YAC not having a functional board to serve as a liaison to City Council.

Option 2: Choose to appoint the recommended nominations as Youth Advisory Commissioners for the 2023-2024 year

Which alternative is recommended? Why?

Option 2: Choose to appoint the recommended nominations as Youth Advisory Commissioners for the 2023-2024 year. This option will result in YAC having a functional board to serve as a liaison to City Council.

CONFORMITY TO CITY POLICY:

Commission members are subject to the attendance policy and procedure adopted by the City Council, (Section 2-118, Killeen City Code).

FINANCIAL IMPACT:

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this 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 expenditure?

N/A

RECOMMENDATION:

Recommend that Council appoint the proposed individuals as Youth Advisory Commissioners for the 2023-2024 year.

DEPARTMENTAL CLEARANCES:

Parks and Recreation Legal

ATTACHED SUPPORTING DOCUMENTS:



APPOINTMENT OF FY 24 COMMISSIONERS TO THE YOUTH ADVISORY COMMISSION

Background

Youth Advisory Commission (YAC) was created in 1993 to serve as a liaison between youth and the Killeen City Council.

□ FY 23 activities included Leaders in Training, Youth Conference, Terra Day, Off The Record, and TML Youth

Summit.



- ☐ YAC goals include:
 - Communicating with local government on current issues affecting youth
 - Providing leadership growth and development
 - Involving and engaging youth in alcohol and drug free networking activities
 - Providing volunteer opportunities to create a sense of community and environment awareness
- Mission Statement: To provide the youth of our community opportunities through volunteerism and service, by taking initiatives that are directed towards effective change

4

- □ City Council makes appointments to YAC as vacancies occur.
- Interviews were conducted September 23 and September 30, 2023, Mayor Nash King, Councilmember Adams, and the Executive Director of Parks and Recreation, Kelly Snook.
- Twelve (12) students are recommended to serve as FY 24 commissioners based on their leadership ability and community involvement.

Recommended Commissioners

2023-2024 Member	Special Qualifications
V'Jae Brown	Student Representative
Surayya Irfan	Student Representative
Juyouyng Kim	Student Representative
Shayla Lovett	Student Representative
Ava McQuaide	Student Representative
Harmony Moralez	Student Representative

Overview of Recommended Commissioners

2023-2024 Member	Special Qualifications
Caleb Mungul	Student Representative
Nhuy Nguyen	Student Representative
Aleeza Nica	Student Representative
Nadine Nyamari	Student Representative
Jake Sonier	Student Representative
Lenci Wells	Student Representative

- Option 1: Not appoint the recommended nominations as commissioners. This option will result in YAC not having a functional board to serve as a liaison to City Council
- Option 2: Choose to appoint the recommended nominations as Youth Advisory Commissioners for the 2023-2024 year

Recommendation

□ Staff recommends appointing the nominated individuals to serve as commissioners in 2023 - 2024



City of Killeen

Staff Report

File Number: RS-23-165

Consider a memorandum/resolution appointing members to the Senior Citizens Advisory Board and the Bell County Tax Appraisal District Board of Directors.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Laura Calcote, City Secretary

SUBJECT: Boards, Commissions & Committees - Senior Citizens Advisory Board and

Bell County Tax Appraisal District Board of Directors

BACKGROUND AND FINDINGS:

The City Council made annual appointments to boards, commissions and committees at its September 26, 2023 meeting. Also, on September 26, 2023, City staff was notified that a member of the Senior Citizens Advisory Board had resigned earlier in the year. Therefore, a vacancy exists on the Board.

Senior Citizens Advisory Board (Sub-Comm: Nina Cobb, Joseph Solomon)

Current Member Status New Member Comments Termed? *RR

Barbara Henke Resigned Citizen Rep. No N/A

In December of odd numbered years, City Council appoints a Bell County Tax Appraisal District Board member, who must be a resident of the County and must have resided in the County for at least two (2) years immediately preceding the date of taking office. On October 3, 2023, the Bell County Tax Appraisal District requested that the City of Killeen send its selection for the Board of Directors, via an adopted resolution by November 13, 2023. Mr. Richard "Dick" Young was appointed to fill an unexpired term on the Tax Appraisal District Board of Directors on February 9, 2021 and was reappointed to serve on the Board on October 19, 2021 for a two-year term. Mr. Young has expressed an interest to continue serving on the Board.

Depending if the changes from Senate Bill 2 on the November 2023 ballot are voted for, the Board of Directors that are appointed now will only serve one-year terms, and the entity-selected Board of Director process will be changed in the fall of 2024. Therefore, Mr. Young may serve a one or two-year term.

Bell County Tax Appraisal District Board (All Council)

Current Member Status New Member Comments Termed? *RR

Richard "Dick" Young Term Expired Killeen Rep. No Yes

THE ALTERNATIVES CONSIDERED:

No other alternatives were considered.

Which alternative is recommended? Why?

It is recommended that the City Council appoint individuals to fill identified vacancies and expiring terms.

CONFORMITY TO CITY POLICY:

Making these appointments conforms to relevant city ordinances and policies.

FINANCIAL IMPACT:

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

There is no current or future expenditure associated with these appointments.

Is this a one-time or recurring expenditure?

N/A

Is this 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 expenditure?

N/A

RECOMMENDATION:

It is recommended that the City Council appoint individuals to fill identified vacancies and expired terms.

DEPARTMENTAL CLEARANCES:

City Attorney

ATTACHED SUPPORTING DOCUMENTS:

N/A



- City Council makes annual appointments to boards, commissions, and committees each year and throughout the year as vacancies occur
- Annual appointments were made on September 26, 2023
- One (1) resignations on Senior Citizens Advisory Board
- End of year term expiring on Bell County Tax Appraisal District Board of Directors

Boards, Commissions & Committees

Senior Citizen Advisory Board (Sub-Comm: Nina Cobb, Joseph Solomon)

Current Member	Status	New Member	Comments	Termed?	Reappoint?
Barbara Henke	Unexpired Term		Citizen Rep.	No	N/A

Bell County Tax Appraisal District Board of Directors (All Council)

Current Member	Status	New Member	Comments	Termed?	Reappoint?
Richard "Dick" Young	Term Expired		Killeen Rep.	No	Yes

Recommendation

 Staff recommends that the City Council appoint individuals to fill identified vacancies and expired terms.



City of Killeen

Staff Report

File Number: RS-23-166

Consider a memorandum/resolution authorizing the Solid Waste Division to purchase containers for the City of Killeen's solid waste collection system and container replacement program, in an amount not to exceed \$604,123.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director of Public Works

SUBJECT: FY 2024 Solid Waste Container Purchase

BACKGROUND AND FINDINGS:

The City of Killeen's municipal solid waste systems, both residential and commercial, are container dependent. Citizens are issued a 96-gallon rollout container and pay a monthly disposal fee based on the number of containers issued. Commercial businesses are issued containers of various types and sizes depending on their need, and pay fees established by Division 6, Chapter 24 of the City of Killeen Code of Ordinances.

Solid Waste is required to maintain an inventory of containers to accommodate the normal growth of the city and replace lost or damaged containers for both, residential and commercial customers. On September 12, 2023, Council approved the budget for FY 2024, which includes year two (2) of a container replacement program for residential and commercial customers. This replacement program will allow Solid Waste the ability to replace 2,515 damaged residential containers and 68 damaged commercial containers throughout the city. The funds are allocated within the solid waste budget Replacement Carts/Dumpster line item for each section.

Account Name/Description Account/Line item Budget Amount

Replacement Carts/Dumpsters 540-3460-439.46-73 \$285,020

*Includes \$177,000 for Residential Replacement Program

New Carts/Dumpsters 540-3460-439.46-74 \$72,013

Replacement Carts/Dumpsters 540-3465-439.46-73 \$183,820

*Includes \$104,250 for Commercial Replacement Program

New Carts/Dumpsters 540-3465-439.46-74 \$63,270

Containers are available for purchase through cooperatives such as Sourcewell. The supplier for all residential containers in the City's inventory has historically been the manufacturer Toter, Residential containers are quoted and purchased through Toter, LLC, Sourcewell 041521-TOT. The continued purchase of containers from Toter, LLC for resupply of

has four distinct advantages:

- The purchase of rollout containers that are compatible with the City's current rate structure is necessary as the rate structure is based on the size/volume of containers;
- The continued standardization of the City's container and parts inventory decreases administration costs and funds required for replacement parts, such as lids, wheels, and mounting hardware;
- A delivery time of 6-8 weeks after placing the order provides for just-in-time inventory; and
- There are no additional setup costs for the City logo, serial numbers, and hot stamped instructions for the user.

Purchases for commercial containers, such as metal dumpsters and roll-offs, are completed through the Sourcewell cooperative utilizing Wastequip Sourcewell contract no. 040621-WQI and Box Gang 040621-BXG. Manufacturing, LLC, Sourcewell contract no. Purchases are made in truckload quantities, which provide the best unit price. Prices are subject to change due to fluctuating costs for steel and fuel.

THE ALTERNATIVES CONSIDERED:

- 1. Do not authorize the purchase of residential and commercial containers, which would cause a shortage in replacement carts and dumpsters.
- 2. Authorize the purchase of residential and commercial containers, allowing Solid Waste to stock the containers needed to provide service to customers.

Which alternative is recommended? Why?

Alternative two is recommended to meet the department's mission and allow Solid Waste to continue providing the containers necessary to serve our customers.

CONFORMITY TO CITY POLICY:

Purchases for containers, metal dumpsters, and roll-out containers are historically completed through cooperative. Purchases made through a cooperative contract are exempt from competitive biddina 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 the goods or services.

FINANCIAL IMPACT:

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

Funds are allocated in the FY 2024 Solid Waste annual budget in the amount of \$604,123 for the purchase of residential and commercial containers.

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes, funds are available in the following Solid Waste Fund accounts:

Account Name/Description	Account/Line item	Amount
Replacement Carts/Dumpsters	540-3460-439.46-73	\$285,020
New Carts/Dumpsters	540-3460-439.46-74	\$72,013
Replacement Carts/Dumpsters	540-3465-439.46-73	\$183,820
New Carts/Dumpsters	540-3465-439.46-74	\$63,270

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:

City Council authorize the City Manager or his designee to procure residential solid waste containers from Toter LLC and commercial containers from Wastequip and Box Gang Manufacturing, LLC utilizing Sourcewell cooperative contracts in an amount not to exceed \$604,123.

DEPARTMENTAL CLEARANCES:

Public Works Finance City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Quote
Certificate of Interested Parties
Contract Verification



1661 Frontera Rd, Del Rio, TX, 78840

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10286037

Sell To:

Contact Name Tyler O'Dell

Bill To Name City of Killeen

Bill To PO Box 1329

Killeen, TX 76540-1329

USA

Email todell@killeentexas.gov

Phone (254) 526-2696

Ship To Name City of Killeen

Ship To 2003 Little Nolan Rd

(Closed on Wednesdays - no deliveries)

Killeen, TX 76542-2764

USA

Quote Information

Salesperson Chance Hennig

Salesperson Email chennig@wastequip.com

Salesperson Phone (361) 362-4485

Created Date 9/6/2023

Expiration Date 9/21/2023

Quote Number WQ-10286037

Please Reference Quote Number on all

Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	Body Color - (968) GreenstoneLid Color - (200) BlackBody Hot Stamp on Both Sides (Existing) in WhiteWheels - 10in SunburstLid Insert - Read from Street (Existing)Customer Serial Number Hot Stamped on Front of Cart Body in White2/3 Assembled with Lid (down), Stop Bar and Axle Factory InstalledWarranty - 12 Yrs Cart Body, All other components 10 Yrs	4,559.00	\$57.63	\$262,735.17

Payment Terms Net 30 Days if credit has been established

Shipping Terms FOB Origin

 Subtotal
 \$262,735.17

 Shipping
 \$9,014.00

 Tax
 \$0.00

Grand Total \$271,749.17

Additional Information

Additional Terms

Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information

Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual



1661 Frontera Rd, Del Rio, TX, 78840 PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10286037

prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information

Sourcewell - Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#041521, eff. 5/25/2021), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.

Signatures		
Accepted By:		
Company Name:		_
Date:		
Purchase Order:		_
Please Reference	Quote Number on all Purchase Orders	

Sell To:

Contact Name Tyler O'Dell

Bill To Name Cew Po Box 1329

Awarded Corkilleen, TX 76540-1329

Contract #040621-WQI
mail todell@killeentexas.gov

Phone (254) 526-2696

WQ-10286240 Ship To Name

City of Killeen

Ship To 2003 Little Nolan Rd

(Closed on Wednesdays - no deliveries)

Killeen, TX 76542-2764

USA

Quote Information

SalespersonChance HennigCreated Date9/7/2023Salesperson Emailchennig@wastequip.comExpiration Date10/7/2023

Salesperson Phone (361) 362-4485 Quote Number WQ-10286240

Please Reference Quote Number on all

Purchase Orders

Product	Product Description	Quantity	Sa l es Price	Total Price
Container - FL - 125539	8 Cubic Yard Standard Duty Hatchback Front Load Container - Floor: 10 gauge, Walls: 12 gauge with Horizontal V-Crimps for Added Strength, Doors: (2) 30"x 30" Sliding, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	16.00	\$1,174.00	\$18,784.00
Container - TX - 125533	4 Cubic Yard Standard Duty Flat Front Load Container, Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	12.00	\$741.00	\$8,892.00
Container - TX - 125534	6 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	24.00	\$947.00	\$22,728.00
Container - TX - 125535	8 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	40.00	\$1,122.00	\$44,880.00
Container - TX - 159901T	40 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 10 gauge with 4" x 3" x 3/16" Top Rails, Primed and Painted any Standard Color	10.00	\$6,494.00	\$64,940.00

Payment Terms Net 30 Days if credit has been established Subtotal \$160,224.00

Shipping Terms FOB Origin Shipping \$12,325.00

Tax \$0.00

Grand Total \$172,549.00

Additional Information

Additional Terms

Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information

Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may

not include all applicable taxes, brokerage fees or duties. Highesterner is net tax example, final tax calculations are subject to

PHONE: 903-405-4475

Special Contract

Special C

Signatures	
Accepted By:	
Company Name:	
Date:	
Purchase Order:	

Box Gang Manufacturing LLC

16736 E Hardy Houston, TX 77032 US (713) 742-5555 info@boxgangmfg.com www.boxgangmfg.com



Estimate

ADDRESS
Tyler O'Dell
City of Killeen, TX
2003 Little Nolan Rd
Killeen, Tx 76542

SHIP TO Tyler O'Dell City of Killeen, TX 2003 Little Nolan Rd Killeen, Tx 76542 **ESTIMATE #** 8951 **DATE** 09/05/2023 **EXPIRATION DATE** 09/19/2023

SALESPERSON

Tiffany Raye

DESCRIPTION	QTY	RATE	AMOUNT
FL-4 4 Yard Frontload Slant - 10 gauge floor, 12 gauge sides, 5 foot floor supports, primed & painted any standard forest green.	12	734.00	8,808.00
FL-6 6 Yard Frontload Slant - 10 gauge floor, 12 gauge sides, plastic lids, 5 foot floor supports (floor channels optional), primed & painted any standard color.	24	1,032.00	24,768.00
FL-8 8 Yard Frontload Slant - 10 gauge floor, 12 gauge sides, plastic lids, 5 foot floor supports, primed & painted forest green.	40	1,095.00	43,800.00
FL-8 FT 8 Yard Frontload Flattop - 10 gauge floor, 12 gauge sides, plastic lids, 5 foot floor supports, primed & painted forest green.	16	1,116.00	17,856.00
ROL-TOT2290 40 Yard Tub Opentop Roll-Off - Standard 3/16" floor & 10 gauge sides, primed & painted forest green. SOURCEWELL ITEM	10	6,443.00	64,430.00
ROL-CUSTOM 1/4" FLOOR OPEN MARKET	10	450.00	4,500.00
Estimated freight \$1100 per truckload. All freight must be confirmed at time of shipping due to volatility.	SUBTOTAL SHIPPING		164,162.00 11,000.00
10) full truckloads w/the 4yds nested inside.	TOTAL	\$17	5,162.00

CITY OF KILLEEN - SOURCEWELL ID# 86944 BOX GANG MFG - #040621 BXG

Accepted By

Accepted Date



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.

- O 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, <u>and</u> 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.

Laur Enfettard		
Signature	Company Name	
Printed Name	Title	
Date		



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.

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- 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.
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Signature	Company Name
Printed Name	Title
Date	

Laurenthobard



Contract Verification

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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.

Tiffany Raye Raye Date: 2023.09.05 12:13:59 -05'00'	Box Gang Mfg
Signature	Company Name
Tiffany Raye	Sales & Contract Mgr
Printed Name	Title
9/5/23	
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		
1	lame of business entity filing form, and the city, state and country of the business entity's place of business.				Certificate Number: 2023-1068660		
	Statesville, NC United States	Foter, LLC Statesville, NC United States			Date Filed:		
2	Name of governmental entity or state agency that is a party to	ame of governmental entity or state agency that is a party to the contract for which the form is			09/06/2023		
	Deing filed. City of Killeen, TX				Date Acknowledged:		
3	Provide the identification number used by the governmental e description of the services, goods, or other property to be pro			entify the c	ontract, and prov	/ide a	
	Sourcewell Contract 041521-TOT Purchase of Roll Carts	ovided under t	ne contract.				
4		City, State, Country (place of busine			Nature of		
	Name of Interested Party				(check ap	plicable) Intermediary	
W	astequip, LLC	Charlott	e, NC United States	5	X	,	
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION						
	My name is Laura P. Hubbard		, and my da	ate of birth is	s 4-13-19	72	
	My address is 841 Meacham Road (street)	,:	Statesville (city)	_, <u>NC</u> _,	28677 (zip code)	, USA (country)	
	, ,		(Oity)	(diale)	(Zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and cor						
	Executed inCou	ounty, State of _	North Carolina _{, o}	n the 6th	day of <u>Septem</u> (month)	ber ₂₀ _23 (year)	
		Law	CHubba	rd	Laura P. Hubbard		
	- 6	Signatur	e of authorized agent ((Declarant)			-	

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

						1 of 1	
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY CERTIFICATION OF FILING			
1	Name of business entity filing form, and the city, state and country of the business entity's place of business. Wastequip Manufacturing Company LLC Statesville, NC United States			Certificate Number: 2023-1068737 Date Filed:			
2	Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				09/07/2023 Date Acknowledged:		
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provide Sourcewell 040621-WQI Furnish waste handling equipment with related parts and acc	ded under the contrac		the co	ntract, and pro	vide a	
4	Name of Interested Party	City, State, Country (place of business)		ess)	Nature of interest (check applicable)		
					Controlling	Intermediary	
_							
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION				04/49/407	0	
	My name is Laura P Hubbard	,	and my date of				
	My address is 841 Meacham Road (street)	Statesville (city)	, <u>N(</u> (st	ate)	(zip code)	_, <u>USA</u> (country)	
I declare under penalty of perjury that the foregoing is true and correct.							
	Executed in Iredell Count	County, State of NC		<mark>7</mark> d	ay of Septemb	oer, 20 23 (year)	
	Paus Pl Har o						
	Signature of authorized agent of contracting business entity (Declarant)						

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

_			*****	1 of 1			
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING					
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.		ficate Number: -1069147	,			
	Box Gang Manufacturing	2023	-T009T41				
	Houston, TX United States	Date I	Filed:				
2	Name of governmental entity or state agency that is a party to the contract for which the form is being filed.		7/2023				
	City of Killeen	Date	Date Acknowledged:				
3	Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.						
	#040621-BXG waste containers						
	waste containers		- 100				
4	Nome of Interested Party		Nature of				
	Name of Interested Party City, State, Country (place of busine	ess)	The state of the last of the l	eck applicable)			
			Controlling	Intermediary			
				-			
-							
		$\neg \uparrow$					
5	Check only if there is NO Interested Party.						
3	UNSWORN DECLARATION	***************************************	^				
	My name is Rafael Marvers, and my date of birth is \$19-65. My address is 5811 NOSSineke Dr. Spring 7x, 77386, USA.						
	My address is 5811 NOSS inche Dr. Spring TX, 77376 USA. (street) (city) (city) (zip code) (country)						
	I declare under penalty of perjury that the foregoing is true and correct.						
	Executed in						
	Signature of authorized agent of contracting business entity (Declarant)						

FY 2024 SOLID WASTE CONTAINER PURCHASE

- Solid Waste customers are charged a monthly fee based on the number of containers utilized
- Solid Waste maintains an inventory of containers and parts needed to accommodate normal growth and to replace lost or damaged containers.
- Quotes are obtained through cooperative purchase agreements from Sourcewell and OMNIA Partners.
 - Box Gang Manufacturing, LLC
 - Toter, LLC
 - Wastequip

- Year two (2) of the container replacement program for residential and commercial customers was approved in the FY 24 Budget.
 - The replacement program will allow Solid Waste to replace an additional 2,515 damaged residential and an additional 68 damaged commercial containers throughout the city.
- □ Funds are allocated in the current fiscal year budget in the amount of \$604,123.



Residential Containers

Average of 1,230 new accounts each year



8 CY Dumpster Before and After Refurbishment

- Dumpsters have a lifespan of 4-6 years; can be refurbished once, doubling the lifespan to 8-12 years
- Wastequip and Box Gang Manufacturing, LLC are selected for commerced
 containers

- 4
- Do not authorize the purchase of residential and commercial containers.
- Authorize the purchase of residential and commercial containers from Toter, LLC, Wastequip, and Box Gang Manufacturing, LLC.

Recommendation

City Council authorize the City Manager, or designee, to procure residential solid waste containers from Toter, LLC and commercial containers from Wastequip and Box Gang Manufacturing, LLC through cooperative contracts in an amount not to exceed \$604,123.



City of Killeen

Staff Report

File Number: RS-23-167

Consider a memorandum/resolution authorizing a five-year printer lease for Communications Print Services from Ricoh, in the amount of \$55,752.60.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Janell J. Lewis Ford, Executive Director of Communications

SUBJECT: New lease for the Print Shop

BACKGROUND AND FINDINGS:

The City of Killeen operates an internal print shop to create printed materials in support of the organization. Industrial-sized printers are necessary to accommodate the volume of printed products produced. The current black and white printer/copier fulfills approximately 72 black and white only printing/copying only work orders for 401,000 pieces of printed material annually.

The City's current four-year contract with Konica Minolta will expire October 2, 2023. After four years of printing/copying on the Konica Minolta, staff has experienced that having an office printer/copier is not beneficial based on the number of prints/copies that are produced annually at Printing Services.

Prior to the contract's expiration, staff explored replacement solutions based on current and anticipated organizational needs. Staff compared products and determined the best solution was a monochrome, high production printer/copier. The switch from an office printer/copier will result in staff's ability to compete with their consistently increasing demand of prints/copies, increased quality, and offer a faster completion on requested work orders. The proposed printer/copier has high-production features to include multiple, larger capacity paper decks, increased number of paper types that can be printed/copied on, advance finishing options that include booklet stapling, hole punching, and single stapling, and software license that will allow for printing multiple pages per sheet for the cost of a single print.

This printer lease is a 60-month term available through Ricoh's Texas Association of School Boards, BuyBoard, purchasing cooperative # 713-23, for an annual cost of \$11,150.52 and total lease cost of \$55,752.60.

The new printer/copier offers standard and preferred options with full warranty, supplies, maintenance, customer training and support for the life of the lease.

THE ALTERNATIVES CONSIDERED:

- 1. Operate without a lease agreement with no maintenance warranty on an outdated printer/copier.
- 2. Enter a five-year lease agreement with Ricoh for a new printer/copier.

Which alternative is recommended? Why?

Alternative #2 is recommended as providing the best product and value to meet the needs of Printing Services.

CONFORMITY TO CITY POLICY:

This purchase conforms to City policies and law. Purchases made through a sole source are exempt from the competitive bidding process as stated in Texas Local Government code section 252.022(a) (7)(A), a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for purchases of the goods or services.

FINANCIAL IMPACT:

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

The fiscal impact of the printer for each fiscal year is as follows:

FY 2024 - \$10,221.31

FY 2025 - \$11,150.52

FY 2026 - \$11,150.52

FY 2027 - \$11,150.52

FY 2028 - \$11,150.52

FY 2029 - \$929.21

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes, funds are available in the General Fund lease accounts 010-9004-489.71-12 and 010-9004-489.71-13.

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:

City staff recommends that City Council authorize the City Manager or his designee to approve the Ricoh lease agreement through Texas Association of School Boards, BuyBoard, cooperative for the term of five years in the amount of \$55,752.60 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

DEPARTMENTAL CLEARANCES:

Purchasing Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement Digital Agreement 1295

Ricoh USA, Inc. 300 Eagleview Blvd Suite 200 Exton, PA 19341

Master Lease Agreement

Number: MLA32751128

CUSTOMER INFORMATION					
Full Legal Name CITY OF KILLEEN					
Address PO BOX 1329					
City	State	Zip	Contact		Telephone Number
KILLEEN	TX	76540-1329	Melinda	Schmidt	(254) 501-7725
Federal Tax ID Number*	Facsimile Number		E-mail Address		
74-6001504				MSchmidt@killeente	xas.gov
(Do Not Insert Social Security Number)					

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd #200, Exton, PA 19341

- 1. Agreement. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- 2. Schedules; Delivery and Acceptance. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.
- Term; Payments. The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a onetime late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts may be included in your Payment or billed separately. You agree to pay \$25.00 for each check returned for insufficient funds or for any other reason. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you

- will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
- 4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
- Taxes and Fees. In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule. As compensation for our internal and external costs in the administration of taxes related to each unit of Product, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of the applicable Schedule, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of the applicable Schedule to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and

^{*}Not required for State and Local Government entities.

- not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.
- Warranties: We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
- 7. Loss or Damage. You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.
- Indemnity, Liability and Insurance. (a) To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Product, except to the extent caused by our gross negligence or willful misconduct. (b) You agree to maintain insurance to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
- 9. <u>Title; Recording.</u> We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
- 10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license

- and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
- 11. <u>Default</u>. Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
- 12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
- 13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
- 14. Renewal; Return of Product. AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH



BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, deinstalling, and crating expenses of the Product and will insure the Product for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or

- accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.
- 16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.
- 17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
- 18. <u>State and Local Government Provisions</u>. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
 - (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
 - (b) Non-Appropriation/Non-Substitution. (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of



such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will

- include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) <u>Assignment</u>. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

Initials

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

 $THE\ PERSON\ SIGNING\ THIS\ LEASE\ AGREEMENT\ ON\ BEHALF\ OF\ THE\ CUSTOMER\ REPRESENTS\ THAT\ HE/SHE\ HAS\ THE\ AUTHORITY\ TO\ DO\ SO.$

CUSTOMER	Accepted by: RICOH USA, INC.
By: X	By: Word tu Pm
Authorized Signer Signature	Authorized Signer Signature
Printed Name: Kent Cagle	Printed Name: Dora Lee Brown
Title:Date:	Title: Region Vice President

RICOH USA, Inc. TEXAS

Ricoh

300 Eagleview Blvd Suite 200 Exton, PA 19341

THIS ADDENDUM (this "Addendum"), dated as of the <u>18</u> day of <u>Sep</u>, <u>23</u>, is to that certain Master Lease Agreement no. <u>MLA32751128</u> (the "Agreement"), dated as of the <u>18</u> day of <u>Sep</u>, <u>23</u>, between Ricoh USA, Inc. ("we" or "us") and <u>CITY OF KILLEEN</u>, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

- 1. Section 18(b) of the Agreement shall be amended and restated to read as follows:
 - "(b) Non-Appropriation. (i) You intend to remit all Payments and other charges due to us under any Schedule to this Lease Agreement for the entire term of such Schedule if funds are legally available. In the event you are not granted an appropriation of funds at any time during the term for the Product subject to any Schedule to this Lease Agreement and the non-appropriation did not result from an act or omission, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) at least thirty (30) days prior to the end of your then current fiscal year, or, if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, your chief executive officer (or legal counsel) shall certify in writing that (x) funds have not been appropriated for the fiscal period and (y) such non-appropriation did not result from any act or failure by you, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year; provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation."
- 2. Section 18(c) of the Agreement is hereby deleted in its entirety.
- 3. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.



CUSTOMER	Accepted by: RICOH USA, INC.
By: X	By: Word Lu Am
Authorized Signer Signature	Authorized Signer Signature
Printed Name: Kent Cagle	Printed Name: Dora Lee Brown
Title: City ManagerDate:	Title: Region Vice President0/18/23

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ORDER AGREEMENT

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

Sales Type: LEASE

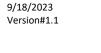
Customer Legal Name: CITY OF KILLEEN	LOCII MENT DILL	TO INFORMATION		
Address Line 1: PO BOX 1329		Contact: Melinda Schmidt		
Address Line 2:		Phone: (254) 501-7725		
City: KILLEEN		E-mail: MSchmidt@killeentexas.gov		
ST/Zip: TX/76540-1329		Fax:		

Sheck all that apply:						
□ PO Included PO#	$\hfill\Box$ PS Service (Subject to and governed by additional Terms and Conditions)					
☐ TS PO# (if applicable)	$\hfill \square$ IT Service (Subject to and governed by additional Terms and Conditions)					
☑ Sales Tax Exempt (Attach Valid Exemption Certificate)	☐ Fixed Rate Service Term					
□ Syndication						
☐ Add to Existing Service Contract #						

SHIP TO INFORMATION								
Customer Name	Address Line 1 Address Line 2	City ST/Zip County		Contact	Phone E-mail Fax			
KILLEEN CITY OF	801 N 4TH ST BLDG D Building D next to playground	KILLEEN TX/7654		Melinda Schmidt	(254) 453-4044 MSchmidt@killeentexas.gov			
	PRODUCT INFORMATION							
	Product Description QTY							
RICOH PRO83	RICOH PRO8310S CONFIGURABLE PTO MODEL 1							

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION								
BASIC CONNECTIVITY / PS / IT Services Description Quantity								
[OA] CIP ISF RICOH PROFESSIONAL SVCS-PRO83XX WITH GW	1							
CONTROLLER								
[OA] FIERY CLONE CONSULTATION AND SERVICE	1							
HYTEC BUNDLE FIERY BACKUP	1							
[OA] CIP ISF RICOH PROF SVCS-M8300 FAMILY WITH	1							
FIERYCONTROLLER ADD-ON								
[OOD] EFI IMPOSE DIGITAL	1							
[OA]PPSE TRAINING - EFI IMPOSE	1							
ZBA REBATE 2	1							
[OA] SPECIAL PROJECTS REQUIRING TS FIELD LABOR SUPPORT	3							

Page **1** of **7** 32751128





ORDER TOTALS						
Service Type Offerings:	Product Total:					
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :					
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:					
Bronze: Parts and labor only. Excludes paper, staples and supplies. Additional Provisions: Insert ANY additional provisions here	Grand Total: (Excludes Tax)					
Texas Association of School Boards, BuyBoard, purchasing cooperative # 713-23	3.					

Accepted by Customer	Accepted: Ricoh USA, Inc.					
Authorized Signature:	Authorized Signature:					
Type text here	Word Lu Pm					
Printed Name: Kent Cagle	Printed Name: Dora Lee Brown					
Title: City Manager	Title: Region Vice President					
Date:	Date: 9/18/23					

Terms and Conditions for Order Agreement

These Terms and Conditions for Order Agreement (together with the Order (defined below), the "Agreement") set forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") and/or provide the services ("Services") identified on the order (in the form provided by Ricoh) attached to these Terms and Conditions for Order Agreement (the "Order") to the "Customer" identified in the Order. To obtain Products and/or Services from Ricoh, Customer will execute the Order.

Terms applicable to Service transactions only:

- 1. <u>Services</u>. (a) An Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.
- (b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

Page **2** of **7** 32751128



- (c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including, without limitation, using unauthorized media, improper voltage, or the use of consumable or other supplies or media that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning, humidity control, or other failure to provide a suitable operating environment; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) repairs or replacements that are materially hindered by Customer's failure to perform the Customer obligations set forth in this Agreement; (v) repairs or replacement of any removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (vi) consumable supplies such as paper, staples, refillable staple cartridges (even under a staples inclusive Order), or any toner (other than black, cyan, yellow, magenta under a toner inclusive Order), unless expressly provided for in the Order; (vii) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (viii) any software, system support or related connectivity unless specified in writing by Ricoh; (ix) parts no longer available from the applicable manufacturer; (x) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (xi) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xii) maintenance or repairs of any Serviced Product that is relocated by someone other than Ricoh or a Ricoh authorized agent until such Serviced Product passes inspection by a Ricoh technician at the new location demonstrating that the Serviced Product was not damaged during the move and functions in accordance with the applicable manufacturer's specifications, and Customer understands that a minimum one (1) hour labor charge (or longer, depending on the circumstances) at then-prevailing time and materials rates will apply for inspection of the equipment at the new location; (xiii) repairs of damage or increase in service time caused by Force Majeure Conditions; (xiv) reconditioning and similar major overhauls of Serviced Products; (xv) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xvi) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under an Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.
- 2. <u>Service Calls.</u> Unless otherwise specified in the Order, service calls will be made during 8:00am 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Ricoh Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While at Customer's site, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing, do not conflict with the terms and conditions of this Agreement, and do not impose any additional financial or legal burden on Ricoh.
- 3. Term; Early Termination. This Agreement shall become effective on the date that Ricoh accepts the Order and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate this Agreement for convenience when the Order has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs any time after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of the Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.
- 4. <u>Service Charges</u>. (a) Service charges ("Service Charges") will be set forth on the Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the Order may result in an increase of Service Charges or the termination of the Agreement; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time),

Page **3** of **7** 32751128



postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

- (b) Unless otherwise specified in the Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images or other image sizes. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, and (i) the Service Charges or rates expressly set forth in the Order are not fixed for a period longer than twelve (12) months, then the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to fifteen percent (15%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice, or (ii) the Service Charges or any rates expressly set forth in the Order are fixed for a period longer than twelve (12) months, then upon the expiration of the period during which the fixed Service Charges or other rates are fixed, the Service Charges or other rates may be increased by Ricoh in an amount up to fifteen percent (15%) of the then-current Service Charges and rates multiplied by the number of years during which the Service Charges or other rates were fixed, and Customer expressly consents to such adjustment without additional notice.
- 5. <u>Use of Recommended Supplies; Meter Readings</u>. (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products, that do not conform to the manufacturer's specifications, or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the Agreement with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.
- (b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on the Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.
- (c) If Customer fails to provide actual and accurate meter readings to Ricoh in accordance with the billing schedule set forth on the Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to twenty-five dollars (\$25.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate. Customer shall notify Ricoh within forty-eight (48) hours of any Serviced Product moves, installation/deinstallation, and/or removal of managed and monitored Serviced Products that impact AMR.
- 6. <u>Connectivity and Professional Services</u>. Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in the Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under the Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.
- Customer Obligations. Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels); (iii) all supplies that Ricoh provides as part of the Services are only for use with the Serviced Products and Customer must promptly return to Ricoh all unused supplies provided as part of the Services, otherwise Customer will be billed for and will pay for all such unreturned supplies; and (v) if Customer is participating in

Page **4** of **7** 32751128



Ricoh's trained customer replaceable units program ("TCRU Program"), then Customer must follow the return requirements of the TCRU Program and, if Customer does not return any units in accordance with the terms of the TCRU Program, then, in addition to any other amounts owed, Customer will pay for the unreturned units. In addition, Customer agrees to use Ricoh's remote, self-service support tools (which are available at www.My.Ricoh-USA.com, or a successor site, at no additional charge) to resolve common uncomplicated issues quickly and conveniently. If Customer does not use the available self-service support tools, then Ricoh may charge additional fees at the then-prevailing time and materials rates for performing those tasks on Customer's behalf.

- 8. <u>Insurance</u>. Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of the Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.
- 9. <u>Indemnification</u>. Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

- 10. Order; Delivery and Acceptance. An Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by the Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. The Order shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.
- 11. <u>Title; Risk of Loss</u>. Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.
- 12. **Returns; Damaged Products**. No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and are the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

13. Warranty. Ricoh agrees to perform its Services: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the Order. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such noncompliance. Customer acknowledges that Ricoh's performance of Services is dependent upon Customer's timely and effective performance of its responsibilities. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in



each applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services (each such license of grant of rights to access or use, a "Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor") and the restrictions set forth in the Order. Ricoh has no right, title or interest in any third-party software (including any open-source software) and Ricoh makes no representations and provides no representations or warranties with respect thereto. Customer is solely responsible for entering into and complying with Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE ORDER, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

- Limitations. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIXMONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.
- 15. Payment; Taxes. Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.
- Default. In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in the Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under the Agreement, and the Termination Fee.
- 17. <u>Non-Solicitation; Independent Contractors</u>. Customer agrees that during the Term of the Order and for a period of one (1) year after termination or expiration of the Order, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.
- 18. Assignment; Force Majeure. Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, natural disasters, extreme weather, floods, transportation suspensions or delays, infrastructure failures, utility outages, demonstrations, pandemics, epidemics, plague, outbreaks of infectious disease, public health crises (including quarantine or other employee restrictions), prohibitions or restrictions on travelling, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations (including restrictions on meeting or working in groups), unavailability of Services, personnel or materials or other causes beyond Ricoh's control ("Force Majeure Conditions"). If Force Majeure Conditions arise in a manner that, as determined in Ricoh's reasonable judgement, modify the conditions of Ricoh's performance of one or more Services in a material manner, then Ricoh will use good faith efforts to continue providing the Services; however, in that event, Ricoh may upon Page 6 of 7

thirty (30) days' advance notice to Customer increase the Service Charges and other applicable fees by a reasonable amount related to the Force Majeure Conditions.

- Hardware Logs. Under this Agreement, Customer may order certain hardware Products (or Customer may have independently obtained hardware products outside of this Agreement) that create and store logs concerning its operation that may include information about individual end-users, such as employees' work email addresses, IP addresses of assigned workstations, and other personal information. Ricoh, its corporate parent, and their subsidiaries and affiliates in some cases use device logs to update and upgrade the features of products, authenticate end users, and provide end-user support and other customer service. Additional information about applicable device logging features, including Customer's options for configuring those features, appears in the applicable product documentation, copies of which are available to Customer at no additional charge for Ricoh Products. Except as Customer otherwise instructs Ricoh in writing, Customer: (a) authorizes Ricoh to install and configure the Products ordered under this Agreement using its default device log settings; and (b) instructs Ricoh to process the personal information included in device logs, if any, subject to: (i) Ricoh's confidentiality and privacy obligations to Customer (if any); (ii) solely to perform under this Agreement; and (iii) in accordance with applicable law for the purposes stated above and for no other purpose.
- 20. <u>Electronic Signatures</u>. Each party agrees that electronic signatures of the parties on this Agreement will have the same force and effect as manual signatures.
- 21. Governing Law; Entire Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in these Terms and Conditions for Order Agreement and those contained in the Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept the Order under this Agreement by either its signature or by commencing performance (e.g., Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all laws directly applicable to its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road, Macon, GA 31210.

Initials

Page **7** of **7** 32751128



Ricoh USA, Inc. 300 Eagleview Blvd

Product Schedule

Product Schedule Number:

Suite 200 Exton, PA 19	341	with Purchase	e Option	Master Lease Agre	ement Number: MLA32751128			
"you"). This Sch amendments, atta of the Lease Agr Schedule, we sha	nedule constitutes a "Schedule," "Produchments and addenda thereto, the "Leement are incorporated into this Sch	duct Schedule," or "Orde ease Agreement") identi- edule and made a part h the Lease Agreement. I	er Agreement," as application field above, between you a ereof. If we are not the left is the intent of the partial	ble, under the and essor under the Lease A	("Customer" of together with an together, then, solely for purposes of the e separately enforceable as a complete an			
CUSTON	MER INFORMATION							
CITY OF K			Melinda Schr					
Customer (E	Bill To)		Billing Conta	ict Name				
	ST BLDG D ation Address		PO BOX 132 Billing Addre	9 ess (if different from loca	ation address)			
			-	(5	,			
City City	County	TX TX State Zip	KILLEEN	Cor	TX 76540-1329 unty State Zip			
					,			
Billing Cont (254) 501-7	act Telephone Number 725	Billing Contact F	Facsimile Number	Billing Contact E- MSchmidt@killee				
		1		1				
PRODUCT	DESCRIPTION ("Product")			Street Addr	ess/City/State/Zin			
Qty	Product Description: N	Make& Model	Street Address/City/State/Zip (complete only if address is different from Equipment/Product Location Address on Agreement)					
1	RICOH PRO8310S CONFIGURA	BLE PTO MODEL	801 N 4TH ST BLDG	G D, KILLEEN, TX, 765	<u> </u>			
D A X/M/ENI	T SCHEDULE							
Minimum Te		Interest Rate			Advance Payment			
(months)	(Without Tax)			Payment Billing equency	☐ 1 st Payment			
60	929.21	8.26% per annum	✓ Monthly ☐ Quarterly ☐ Other:	_	1st & Last Payment Other:			
I.R.C. Section 10	ot: ☑Yes (Attach Exemption Certific 3 Interest Tax Exempt: ☐ Yes hed: ☐Yes (Check if yes and indicat	,	Customer Billing Referen	ace Number (P.O.#, etc.)				
TERMS AND C	CONDITIONS							
"Effective					nencement Date" rather than "Payment" and the term "Effective Date" shall have			
UNCOND appropriation Product to	ITIONAL, NON-CANCELABLE A on provision of the Lease Agreement you, on all the terms hereof, including ERSTAND THIS SCHEDULE AN	GREEMENT FOR TH , if applicable. If we acc g the terms and condition	HE MINIMUM TERM Rept this Schedule, you against of the Lease Agreement	INDICATED ABOVE gree to rent the above F nt. THIS WILL ACKN	(non-consumer) purposes. THIS IS All, except as otherwise provided in any nor product from us, and we agree to rent such OWLEDGE THAT YOU HAVE REAL FITHIS SCHEDULE AND THE LEAS			
3. <u>Purchase O</u> (a) Purch	ption: ase Option Price:							
	☐ Fair Market Value Purchase	Option (plus any applica	able tax)					
		any applicable tax)						

LSEADD PS-PO 04.12

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Page 1 of 2 9/18/2023 12:35 PM



- (b) Unless the above Purchase Option price is the \$1.00 Purchase Option, Customer agrees that this transaction is a true rental. If the above Purchase Option price is the \$1.00 Purchase Option, then
 - (i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule. You are required to file all property tax returns where applicable and promptly pay all property taxes that may be assessed against the Product and, if we are required by the applicable taxing jurisdiction to pay such taxes, you shall promptly reimburse us for such tax payments;
 - (ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product; and
 - (iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed.
- (c) If the above Purchase Option price is the Fair Market Value Purchase Option, then notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule, you will have the option at the end of the original term, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product covered by this Schedule at a purchase price equal to the then-existing fair market value of such Product. You must give us at least thirty (30) days written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product or that you will return the related Product to us. In the event that you exercise such option, fair market value of the Product will be defined as the price a willing buyer will pay to a willing seller with no obligation to sell or purchase the Product in an open market. If both parties cannot agree to a price, you may request an independent appraisal by an appraiser approved by us, and both parties agree to the value as determined by the appraiser. All appraisal costs are to be borne by you. You agree to pay all sales tax, use tax and other similar tax payable in connection with the purchase of the Product. If you do not give us such written notice or if you do not purchase or return the related Product in accordance with the terms and conditions of the Lease Agreement and this Schedule, the original term of this Schedule, or any renewal term, will automatically renew in accordance with the terms of Section 14 of the Lease Agreement. This purchase option shall not apply to any Software.
- (d) If the above Purchase Option price is the Fair Market Value Purchase Option, then upon receipt by us of payment of the Purchase Option price described in clause (c) of this Paragraph 3, we will transfer our interest in the related Product to you "AS IS, WHERE IS" without any representation or warranty whatsoever, and this Schedule will terminate.
- 4. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.
- 5. Additional Provisions (if any) are: <u>Texas Association of School Boards, BuyBoard, purchasing cooperative #713-23.</u>

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: X Authorized Signer Signature	By: Work Lum Authorized Signer Signature
Printed Name: Kent Cagle	Printed Name: Dora Lee Brown
Title: City ManagerDate:	Title: Region Vice President Date: 9/18/23



DocuSign

Certificate Of Completion

Envelope Id: 48D43A599ABC4D9E9999379A5BD0BF57

Subject: Ricoh Docs for CITY OF KILLEEN to Review & Sign (Quote 32751128)

Source Envelope:

Document Pages: 15 Signatures: 0 Envelope Originator: Certificate Pages: 3 Initials: 0 Ricoh DocuSign

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RicohDocuSign@Ricoh-usa.com

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Signer Events Signature Timestamp

Melinda Schmidt MSchmidt@killeentexas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 9/15/2023 4:24:26 PM

ID: f2692df0-b76a-4f76-81c8-45f367479337

In Person Signer Events Signature Timestamp

Editor Delivery Events Status Timestamp

-uno source, -uno sump

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

Tweeten Gavin

Gavin.Tweeten@ricoh-usa.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

COPIEDSent: 9/18/2023 9:36:02 AM
Viewed: 9/18/2023 9:36:22 AM

Status: Sent

PO Box 6117

Macon, GA 31208

Sent: 9/18/2023 9:36:02 AM

Witness Events Signature Timestamp

Notary Events Signature Timestamp

Envelope Summary Events Status Timestamps

Envelope Sent Hashed/Encrypted 9/18/2023 9:36:02 AM

Payment Events Status Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, RICOH USA Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact RICOH USA Inc.

Please contact your Ricoh Sales Executive directly for any questions or to change your preferred contact method.

To withdraw your consent with RICOH USA Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari TM 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

^{**} These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify RICOH USA Inc.as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by RICOH USA Inc. during the course of my relationship with you.

	Starting			Pay	ment	Inte	erest			Endin	g
Payment	Balance	Ta	kedowns	Am	ount		8.26%	Pri	ncipal	Balan	ce
C	•		45,548.15	\$	-	\$	-	\$	-	\$ 45	,548.15
1	\$ 45,548.15	\$	-	\$	929.21	\$	313.49	\$	615.72	\$ 44	,932.43
2	. ,	\$	-	\$	929.21	\$	309.25	\$	619.96	\$ 44	,312.47
3	. ,	\$	-	\$	929.21	\$	304.98	\$	624.23		,688.24
4	. ,	\$	-	\$	929.21	\$	300.69	\$	628.52		,059.72
5	. ,	\$	-	\$	929.21	\$	296.36	\$	632.85		,426.87
6	. ,	\$	-	\$	929.21	\$	292.01	\$	637.20	\$ 41	,789.66
7	\$ 41,789.66	\$	-	\$	929.21	\$	287.62	\$	641.59	\$ 41	,148.07
8	\$ \$ 41,148.07	\$	-	\$	929.21	\$	283.20	\$	646.01	\$ 40	,502.07
S	. ,	\$	-	\$	929.21	\$	278.76	\$	650.45		,851.62
10		\$	-	\$	929.21	\$	274.28	\$	654.93		,196.69
11	. ,	\$	-	\$	929.21	\$	269.77	\$	659.44	\$ 38	,537.25
12		\$	-	\$	929.21	\$	265.23	\$	663.98	\$ 37	,873.28
13	\$ \$ 37,873.28	\$	-	\$	929.21	\$	260.67	\$	668.54	\$ 37	,204.73
14	. ,	\$	-	\$	929.21	\$	256.06	\$	673.15	\$ 36	,531.59
15	\$ \$ 36,531.59	\$	-	\$	929.21	\$	251.43	\$	677.78	\$ 35	,853.81
16	\$ 35,853.81	\$	-	\$	929.21	\$	246.77	\$	682.44	\$ 35	,171.36
17	\$ 35,171.36	\$	-	\$	929.21	\$	242.07	\$	687.14	\$ 34	,484.22
18	\$ \$ 34,484.22	\$	-	\$	929.21	\$	237.34	\$	691.87	\$ 33	,792.35
19	\$ 33,792.35	\$	-	\$	929.21	\$	232.58	\$	696.63	\$ 33	,095.72
20	\$ 33,095.72	\$	-	\$	929.21	\$	227.78	\$	701.43	\$ 32	,394.29
21	\$ 32,394.29	\$	-	\$	929.21	\$	222.96	\$	706.25	\$ 31	,688.04
22	\$ 31,688.04	\$	-	\$	929.21	\$	218.09	\$	711.12	\$ 30	,976.92
23	\$ \$ 30,976.92	\$	-	\$	929.21	\$	213.20	\$	716.01	\$ 30	,260.91
24	\$ 30,260.91	\$	-	\$	929.21	\$	208.27	\$	720.94	\$ 29	,539.98
25	\$ 29,539.98	\$	-	\$	929.21	\$	203.31	\$	725.90	\$ 28	,814.08
26	\$ \$ 28,814.08	\$	-	\$	929.21	\$	198.31	\$	730.90	\$ 28	,083.18
27	\$ 28,083.18	\$	-	\$	929.21	\$	193.28	\$	735.93	\$ 27	,347.25
28	\$ \$ 27,347.25	\$	-	\$	929.21	\$	188.22	\$	740.99	\$ 26	,606.26
29	\$ 26,606.26	\$	-	\$	929.21	\$	183.12	\$	746.09	\$ 25	,860.17
30	\$ 25,860.17	\$	-	\$	929.21	\$	177.98	\$	751.23	\$ 25	,108.95
31	\$ 25,108.95	\$	_	\$	929.21	\$	172.81	\$	756.40		,352.55
32	\$ 24,352.55		-	\$	929.21	\$	167.61	\$	761.60		,590.95
33	\$ \$ 23,590.95		-	\$	929.21	\$	162.37	\$	766.84		,824.11
34	\$ 22,824.11	\$	-	\$	929.21	\$	157.09	\$	772.12		,051.98
35	\$ \$ 22,051.98		-	\$	929.21	\$	151.77	\$	777.44		,274.55
	\$ \$ 21,274.55		-	\$	929.21	\$	146.42	\$	782.79		,491.76
37	\$ 20,491.76		-	\$	929.21	\$	141.04	\$	788.17		,703.59
	\$ \$ 19,703.59		-	\$	929.21	\$	135.61	\$	793.60		,909.99
	\$ 18,909.99		_	\$	929.21	\$	130.15	\$	799.06		,110.93
	\$ 18,110.93	\$	_	\$	929.21	\$	124.65	\$	804.56		,306.37
	\$ 17,306.37		-	, \$	929.21	\$	119.11	\$	810.10		,496.27
	\$ 16,496.27		-	\$	929.21	\$	113.54	\$	815.67		,680.60
	\$ \$ 15,680.60		-	, \$	929.21	\$	107.92	\$	821.29		,859.31
	\$ 14,859.31	\$	-	\$	929.21	\$	102.27	\$	826.94		,032.37
	\$ \$ 14,032.37		-	\$	929.21	\$	96.58	\$	832.63		,199.74
	\$ \$ 13,199.74		-	\$	929.21	\$	90.85	\$	838.36		,361.37
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47 $ 12,361.37 $
                        $
                           929.21 $
                                       85.08 $ 844.13 $ 11,517.24
48 $ 11,517.24 $
                        $
                           929.21 $
                                       79.27 $
                                                 849.94 $ 10,667.30
49 $ 10,667.30 $
                        $ 929.21 $
                                       73.42 $
                                                 855.79 $ 9,811.51
50 $ 9,811.51 $
                        $ 929.21 $
                                       67.53 $
                                                 861.68 $ 8,949.83
51 $ 8,949.83 $
                        $ 929.21 $
                                       61.60 $
                                                 867.61 $ 8,082.21
52 $ 8,082.21 $
                        $ 929.21 $
                                       55.63 $
                                                 873.58 $ 7,208.63
53 $ 7,208.63 $
                        $ 929.21 $
                                       49.61 $
                                                 879.60 $ 6,329.04
                                       43.56 $
54 $ 6,329.04 $
                        $ 929.21 $
                                                 885.65 $ 5,443.39
55 $ 5,443.39 $
                        $ 929.21 $
                                       37.46 $
                                                 891.75 $ 4,551.64
56 $ 4,551.64 $
                        $ 929.21 $
                                       31.33 $
                                                 897.88 $ 3,653.76
57 $ 3,653.76 $
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                                                 904.06 $ 2,749.69
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58 $ 2,749.69 $
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                                                 910.29 $ 1,839.41
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                                                           922.86
60 $ 922.86 $
                        $
                            929.21 $
                                        6.35 $
                                                 922.86 $
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Total \$ 45,548.15 \$ 55,752.60 \$ 10,204.45 \$ 45,548.15

For Informational Purposes Only.

Does not include penalties for prepayment of the contract.

This is a \$1 purchase option lease. The amortization table set forth below is provided at the request of, and as a courtesy to, the Lessee for illustrative purposes only of principal and interest, at the "Implicit" (implied) rate of interest, allocation under the lease/schedule set forth above. The Lessor does not make any representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of your lease/schedule. The Lessee must rely upon its' own tax, accounting, and legal experts in addressing any issues pertaining to the lease/schedule including, without limitation, any tax exemption qualification form 8038-G, 8038-GC, or otherwise. The amortization as set forth below is based on the Implicit (Implied) interest rate and other terms indicated in your lease/schedule and does not in anyway reflect an opinion of the investor as to the proper accounting, tax or other financial treatment or reporting of the lease/schedule set forth above, nor are the values valid for any early termination event regardless of cause.



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, <u>and</u> 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.

Word Lu Am	Ricoh USA, Inc
Signature	Company Name
Dora Lee Brown	Region Vice President
Printed Name	Title
9/18/23	
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.	CE	OFFICE USE ONLY CERTIFICATION OF FILING			
L	Name of business entity filing form, and the city, state and count of business. Ricoh USA, Inc.	Certificate Number: 2023-1072475				
	Exton, PA United States		Date	Date Filed:		
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	09/15/2023			
	being filed. City of Killeen	Date Acknowledged:				
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provid 713-23 Office Services		/ the c	ontract, and prov	vide a	
1					f interest	
	Name of Interested Party	City, State, Country (place of busin	iessj	(check ap	Intermediary	
₹i	icoh Americas Holdings, Inc.	Parsippany, NJ United States		X		
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is Dora Lee Brown	, and my date of	birth is	_s 11/21/59	·	
	My address is 10343 Sam Houston Park Dr. #310		ΓX,	77064	_, <u>USA</u>	
	(street)	(city) (s	state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct					
	Executed in Harris County	y, State of, on the	18th			
		Word Lu Am		(month)	(year)	
		Signature of authorized agent of cor	ntractin	g business entity		



- Printing Services prints approximately 401,000 black and white prints/copies per fiscal year.
 - Estimated 33,000 prints per month (3X recommended)
- The existing lease with Konica Minolta expired October 2, 2023

 Staff sought other options, but Ricoh was the best solution based on quality, features and speed

- 3
- □ Lease agreement with Ricoh through Texas Buyboard Cooperative in the amount of \$55,753.20 includes:
 - Maintenance
 - Toner/Printer Consumables i.e., staples, fuser, drum, etc.
 - Training/Installation
- □ 60 Months Agreement
 - Recommended to lease rather than to buy due to rapidly advancing technology and machine finishing features

4

□ Total cost of lease at \$55,753.20

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□FY 2024 - $11,150.64
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■FY 2028 - \$11,150.64

Alternatives

Operate without a lease agreement with no maintenance warranty on an outdated printer/copier.

□ Enter five-year lease agreement with Ricoh for new printer/copier.

,

□ City Council approve the new 60-month lease with Ricoh as submitted in the amount of \$55,753.20 over the course of the lease and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.



City of Killeen

Staff Report

File Number: RS-23-168

Consider a memorandum/resolution approving a Professional Services Agreement with Blue Skies Associates for data migration to the Niche Records Management System, in the amount of \$75,000.

DATE: October 17,2023

TO: Kent Cagle, City Manager

FROM: Willie Resto, Executive Director of Information Technology

SUBJECT: Professional Services Agreement with Blue Skies Associates

BACKGROUND AND FINDINGS:

In January 2022, Council approved the Centurion Niche Records Management System (RMS) Interagency Agreement.

The Interagency Agreement designates the RMS to be shared among agencies in an effort to more efficiently obtain, assess and utilize criminal justice information. The agreement names the City of Temple as the host city while Bell County and the City of Killeen are designated as backup sites.

Niche Technology will provide services and software for all development, implementation, training, maintenance, and support related to implementing the Police Department Records Management System. Niche Technology will be available for continuous, on-going maintenance and support.

The following project milestones have been completed.

- June 2022 Temple Police Department begins contract negotiations with NicheRMS
- March 2023 Temple Police Department completes contract negotiations contract signed between City of Temple and NicheRMS
- April 2023 August 2023
- Installation of NicheRMS in development environment
- Deployment of system ready for user acceptance testing
- Complete and test application interfaces
- Next Step Data Conversion estimated start date January 2024

Blue Skies Associates is an accredited Niche partner and has already contracted with the City of Temple to perform their data conversion and has the knowledge and experience with the data from WebRMS to the new NicheRMS system.

Blue Skies Associates will work closely with Killeen PD and City of Killeen staff to design an agreed approach to mapping and validating the data migration of WebRMS data to the NicheRMS. Blue Skies Associates' staff will then perform the actual data migration work, based on the agreed mapping and validation rules. Blue Skies Associates staff will also support Killeen PD and City of Killeen staff during the Unit Testing and User Acceptance Testing (UAT) phases of the Niche RMS implementation project. Blue Skies Associates will work with Killeen PD and City of Killeen staff to perform all final acceptance testing, with final acceptance of all work to occur prior to the 'Go-Live Date'

THE ALTERNATIVES CONSIDERED:

- 1. Authorize the Professional Services Agreement.
- 2. Do not authorize the Professional Services Agreement.

Which alternative is recommended? Why?

Alternative one is recommended, allowing the City Manager, or his designee, be authorized to execute a professional services agreement with Blue Skies Associates in the amount of \$75,000 and authorize the City Manager, or designee, be expressly authorized to execute any and all change orders within the amounts set by state and local law.

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 expenditure in the current fiscal year? For future years?

\$75,000 will be encumbered in FY 2024.

Is this a one-time or recurring expenditure?

This is a one-time expenditure.

Is this expenditure budgeted?

Yes, funds are available in the Governmental CIP Fund account 349-8927-493.61-40 (project code 210023).

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 that the City Council authorize the City Manager, or designee, to execute a professional services agreement with Blue Skies Associates in the amount of \$75,000 and authorize the City Manager, or designee, to execute any and all change orders within amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Certificate of Interested Parties
Contract Verification



Killeen Police Department 3304 Community Blvd, Killeen, TX 76542

Attn: City of Killeen

August 30th, 2023

Proposal for WebRMS Data Migration

To whom it may concern,

This letter outlines a proposal from Blue Skies Associates (hereafter referred to as BSA) to assist you with your project to implement the Niche Records Management System within the City of Killeen Police Department (hereafter referred to as Killeen PD). The proposal is based on the information available to us at this point in time and we are happy to refine the proposal as a result of further discussions with you, should this be required.

1. Scope of services required

Based on our recent discussions, we understand that Killeen PD is preparing to migrate data from an in-house, on-premise WebRMS Records Management System (WebRMS) to a regional, shared Niche Records Management System (NicheRMS), which is hosted on a Microsoft SQL platform by the Centurion Consortium. Therefore, Killeen PD wishes to migrate the majority of its current WebRMS data and functionality to the new NicheRMS.

2. Services to be delivered

BSA staff will work closely with Killeen PD and City of Killeen staff to design an agreed approach to mapping and validating the migration of WebRMS data to the NicheRMS. BSA staff will then perform the actual data migration work, based on the agreed mapping and validation rules.

BSA staff will also support Killeen PD and City of Killeen staff during the Unit Testing and User Acceptance Testing (UAT) phases of the Niche RMS implementation project. BSA will work with Killeen PD and City of Killeen staff to perform all final acceptance testing, with all final acceptance of all work to occur prior to the 'Go-Live Date'.

They key tasks to be undertaken by BSA during the migration are:

• BSA will work with Killeen PD and City of Killeen staff to finalize the data (both entities and volumes) that needs to be migrated from the WebRMS to the NicheRMS database.



- BSA will work with Killeen PD and City of Killeen staff to agree on the data mapping, rules for linking entities and validation rules which will be used to migrate data from WebRMS to the NicheRMS. It is our expectation that we will be able to use the data mapping and validation rules produced for the City of Temple Police Department and, therefore, there will be minimal changes to the data mapping and validation rules.
- BSA will undertake the migration of data from the Web RMS to NicheRMS, based on the agreed mapping and validation rules.
- BSA will work with Killeen PD staff through our 'live match' process to reduce the number of duplicate Person records within your legacy data and also against the overall dataset for the Centurion Consortium.
- BSA will work with Killeen PD and City of Killeen staff to build a UAT test plan and BSA will assist in the execution of this UAT test plan.
- BSA will work with Killeen PD and City of Killeen staff to conduct "dry run" data testing until
 final validated converted data is approved by Killeen PD's project team prior to the Go-Live
 Date.
- BSA will remotely support Killeen PD and City of Killeen staff as it conducts dry run data testing to validate the WebRMS to NicheRMS data migration.
- BSA will remotely support Killeen PD and City of Killeen staff for the WebRMS to NicheRMS data migration Go Live.

The data to be migrated to the NicheRMS will comprise the following data entities:

- a) Names (including Employees¹ and Known Offenders)
- b) Locations
- c) Property (including Firearms)
- d) Vehicles
- e) Arrests
- f) Citations
- g) Incidents (including Dissemination & Supplements)
- h) Accidents
- i) Warrants
- j) Case Management
- k) Calls for Service
- l) Field Interviews
- m) Line ups (subject to clarification from Niche)
- n) Impound/Tow
- o) Attachments

All the WebRMS tables used in these modules will be considered as part of the data migration process and, where possible, data will be transferred to the NicheRMS.

¹ Employee details (both current and former employee and officer details) are loaded to the NicheRMS database via the 'loader spreadsheets' that Niche provide and we then link to these pre-created entities during the migration rather than "migrating" them.



3. Key project deliverables

The key deliverables from the project will be:

- A high level project plan detailing the key milestones for the data migration project.
- An agreed list of data entities that needs to be migrated from the WebRMS to the NicheRMS.
- Agreed data mapping and validation rules which will be used to migrate data from WebRMS to the NicheRMS database (the data mapping and validation rules being based on that produced for the City of Temple Police Department, with minimal changes).
- A NicheRMS database populated with data migrated from the WebRMS according to the agreed mapping and validation rules.
- BSA support during UAT and Go-Live.

4. Project fees & timescales

Our discounted fee for the project will be **\$75,000**, excluding out-of-pocket expenses² and taxes (if applicable) which will be re-charged at cost. We propose the following payment schedule for the project:

- 10% of our fee to be paid upon agreement of the high level project plan and the successful set up of the NicheRMS development environment for the data migration;
- 20% of our fee to be paid upon the completion of data mapping & validation rules;
- 20% of our fee to be paid upon the commencement of Unit Testing;
- 30% of our fee to be paid upon the commencement of UAT; and
- 20% of our fee to be paid when the system goes live.

Discussions with the Centurion Consortium will be required before we can develop a detailed plan for the proposed data migration project. However, we currently anticipate that the project can be completed within an elapsed period of 4 to 6 months, with a detailed project plan to be developed and agreed by the end of the first month of the project.

² At present, we do not anticipate any out-of-pocket expenses being required to deliver the project. Should this change, out-of-pocket expenses will be identified and agreed with you prior to them being incurred.



5. Key assumptions & dependencies

There are a number of key assumptions and dependencies associated with the successful completion of the proposed project, specifically:

- Any proposed changes to the number of data sets and key dates outlined in the detailed project plan will have an impact on project fees and timescales and, as such, will be subject to formal change procedures.
- Once data mapping, rules for linking entities and validation rules are agreed, any subsequent changes will be subject to formal change procedures, as such changes may impact project timescales and fees.
- The data mapping and validation rules will be based on those agreed for the City of Temple Police Department, with minimal changes.
- As the majority of our work will be performed remotely, Killeen PD will provide BSA staff with controlled access to relevant systems prior to the commencement of the project.
- BSA staff will have access the Centurion IT infrastructure and Killeen PD IT staff will be responsible for transferring copies of their legacy WebRMS data to the Centurion IT infrastructure.
- The technical staff responsible for managing the Centurion IT infrastructure will be readily
 available to work with BSA staff to manage the IT environments during development, UAT,
 Dry Runs and project 'go live'.
- We propose to make extensive use of Microsoft Teams voice and video calls and assume Killeen PD staff will have ready access to Teams.
- CJIS security registration, testing and fingerprints from the Lakewood RMSC in Colorado will be transferable to Killeen PD. In addition, copies of staff's UK Vetting accreditations will be provided.
- BSA will have timely access to Killeen's Niche Project Manager and development team, when required.
- Killeen PD will provide timely access to key individuals, data and relevant business and IT documentation.
- Killeen PD senior management and IT technical staff will make time available to participate in key project meetings. Such meetings and events will be pre-planned, whenever possible, with appropriate notice provided to participants.
- Killeen PD will provide input into key activities as follows:
 - data gathering, workshops and interviews;
 - insight into current services, performance, statistics and data;
 - challenge sessions, decision making and sign off; and
 - administrative support for scheduling meetings and collating resources.



6. Confirmation of agreement

Please co	onfirm your	r acceptance of	of the agr	eement by	signing '	the enclosed	copy and	returning it	to us.
	,			,			1 /		

Yours faithfully,

David P Downey

David P Downey For and on behalf of BlueSkies Associates

Copy letter to be returned to Blue Skies Associates

I accept the terms of the agreement for and on behalf of Killeen Police Department.
Signed
Position
Date



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, <u>and</u> 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

David P Downey Printed Name

11th August 2023 Date BLUE SKIES ASSOCIATES Company Name

Managing Director / CEO Title

CERTIFICATE OF INTERESTED PARTIES **FORM 1295** 1 of 1 OFFICE USE ONLY 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. **CERTIFICATION OF FILING** Certificate Number: Name of business entity filing form, and the city, state and country of the business entity's place 2023-1058530 of business. Blue Skies Associates Ltd Ballyclare Northern Ireland United Kingdom Date Filed: 08/11/2023 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: City of Killeen 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. Data Conversion Service to RMS Convert data from legacy RMS to the Centurion Niche RMS Nature of interest City, State, Country (place of business) (check applicable) Name of Interested Party Controlling Intermediary 5 Check only if there is NO Interested Party. Х **6 UNSWORN DECLARATION** _, and my date of birth is ___*Ø6/23/1965*___ DAVID P DOWNEY BALLYCLARE UK 184 RASHEE ROAD BT39 9-TB My address is _ (state) (zip code) (country) (city) I declare under penalty of perjury that the foregoing is true and correct. NORTHERN on the // day of *AUGUST* , 20 23 _County, State of __IRELAND Executed in COUNTY ANTRIM (month) (year)

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Signature of authorized agent of contracting business entity (Declarant)

Version V3.5.1.39e6f620



PROFESSIONAL SERVICES AGREEMENT WITH BLUE SKIES ASSOCIATES

 In January 2022 Council approved the Centurion Niche Record Management System (RMS) Interagency Agreement

The Interagency Agreement designates the NicheRMS to be shared among agencies in an effort to more efficiently obtain, assess and utilize criminal justice information. The agreement names the City of Temple as the host city while Bell County and the City of Killeen are designated as backups

Background

- □ The following project milestones have been completed.
 - January 2022 City of Killeen signed CENTURION interagency agreement
 - June 2022 Temple Police Department begins contract negotiations with NicheRMS
 - March 2023 Temple Police Department contract signed between City of Temple and NicheRMS
 - April 2023 August 2023
 - Installation of NicheRMS in development environment
 - Deployment of system ready for user acceptance testing
 - Complete and test application interfaces
- Next Step Data Conversion estimated start date Jan 2024

- □ Blue Skies Associates is an accredited NicheRMS partner and has already developed the data conversion scripts for the City of Temple
- Blue Skies Associates will work closely with Killeen PD and City of Killeen staff to design the approach to mapping and validating the data migration of WebRMS data to the NicheRMS
- Blue Skies Associates staff will then perform the actual data migration work, based on mapping and validation rules. Data Conversion completion is estimated at 3 4 months

- Authorize the approval of a Professional Services agreement with Blue Skies Associates in the amount of \$75,000
- Do not authorize the Professional Services agreement with Blue Skies Associates

Recommendation

□ Staff recommends the City Manager, or his designee, be authorized to execute a Professional Services agreement with BlueSkies Associates in the amount of \$75,000 and authorize the City Manager, or designee, be 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-23-169

Consider a memorandum/resolution awarding the request for application for banking services.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Judith Tangalin, Executive Director of Finance

SUBJECT: Request for Proposal - Bank Services

BACKGROUND AND FINDINGS:

On October 8, 2019, the City Council approved CCMR 19-103R, naming BBVA Compass (now PNC Bank) as the City of Killeen's bank depository. The current agreement with PNC Bank ends December 31, 2023. In collaboration with Meeder Public Funds Inc, the City's investment consultant, City staff developed a request for proposal (RFP) process to identify and evaluate suitable financial institutions and solicited proposals for Banking Depository Services in accordance with the terms, conditions, and requirements set forth in RFP No. 23-46. The RFP advertised in the Killeen Daily Herald on July 9th and 16th, 2023 and posted in OpenGov, the City's e-bidding platform on July 10th.

The City intended for its banking partner to provide state-of-the-art technology to meet current and future banking needs. The contract is structured with an initial term of three years beginning January 1, 2024, and ending December 31, 2026, and may be extended for two additional one-year terms, if approved in writing by both parties 90 days prior to the renewal term.

On August 8, 2023, the City received two proposals: JPMorgan Chase Bank and PNC Bank (the incumbent). The analysis noted material differences between the two proposals.

The proposals were evaluated for (1) the services and automation capabilities which support those services, (2) net fees charged for services, and (3) the earnings potential.

Basic services provided by these banks are similar, but the technology and online services flexibility and range are broader at JPMorgan. To evaluate services each question in the RFP was weighted and scored as to the banks' service approach and capabilities. The resulting objective score for each bank indicates the differences between the banks and gives an indication of overall service expectations. The banks scores for services were:

JPMorgan 702 PNC 586

customization appear in technology from to ERP connectivity Another maior difference includes unacceptable collateral terms at PNC. In addition, Investor Service has recently given PNC a negative outlook rating within the current challenging environment for banks.

The banks provided detailed service fees which were calculated against the City's historical use averages to calculate an estimated monthly fee over the contract period. The *gross* fees were very close but with the incentives offered by the banks (including a one-year waiver of fees from JPMorgan) resulted in a lower *net* cost over five years at JPMorgan.

JPMorgan \$ 4,278 per month PNC\$ 4,380 per month

THE ALTERNATIVES CONSIDERED:

There are three alternatives to consider:

- 1) Do not award the bank services agreement and issue a new RFP.
- 2) Do not award the bank services agreement to JPMorgan Chase Bank and award the agreement to the other financial institution.
- 3) Award the bank services agreement to JPMorgan Chase Bank.

Which alternative is recommended? Why?

Both banks have parallel investment alternatives for City funds in the bank although more clearly defined at JPMorgan Chase Bank. The anticipated account structure would allow the City to automatically sweep funds daily to a AAA-rated money market fund reducing lower bank earnings rates and allowing the City to maintain a lower balance of funds in the banks removing an onerous monthly balance fee.

It is clear from the service scores (JPMorgan 702 versus PNC 586) that there are material service advantages in a JPMorgan relationship. The costs at both banks are similar but lower at JPMorgan. The significantly improved capabilities and service approach at JPMorgan present a clear choice for the City. Therefore, it is recommended that the City award the banking contract to JPMorgan Chase Bank based on the evaluation findings.

Staff recommends option 3, to award the bank services agreement to JPMorgan Chase Bank. BBVA USA has provided exceptional banking services to the City since the inception of the agreement and is the best value for the City.

CONFORMITY TO CITY POLICY:

The process for selecting a financial institution for bank services is governed by:

1. State of Texas Local Government Code, Chapter 105 - Municipal Depository Act.

- 2. State of Texas Local Government Code, Chapter 176 Conflict of Interest Act.
- 3. State of Texas Government Code, Chapter 2256 Public Funds Investment Act; and
- 4. State of Texas Government Code, Chapter 2257 Public Funds Collateral Act.

The City's Financial Governance Policy, Section XV(C) requires the City to undertake a comprehensive review of its banking needs and seek competitive proposals every five years. The policy clarifies that the City is under no obligation to change financial institutions.

FINANCIAL IMPACT:

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

JPMorgan Chase Bank's proposed fees for services per year are estimated at \$51,336. In previous years bank fees were offset by an earnings credit rate on the account; however, with the JPMorgan Chase Bank, funds will be swept into an interest-bearing money market account that will generate more interest revenues to offset fees.

Is this a one-time or recurring expenditure?

The proposed fees for services are recurring

Is this expenditure budgeted?

No

If not, where will the money come from?

Funds will be addressed in the mid-year budget amendment

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

No, funds will be addressed in mid-year budget amendment

RECOMMENDATION:

Staff recommends that City Council award the request for application for bank services to JPMorgan Chase Bank, and authorize the City Manager, or designee, to execute the agreement and any change orders or supplemental agreements as allowed by state and local law.

DEPARTMENTAL CLEARANCES:

Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Meeder Public Funds, Inc., Recommendation Letter Analysis of Proposed Fees



September 26, 2023

Ms. Judith Tangalin, CPA, CGFO
Executive Director of Finance
City of Killeen
802 N 2nd Street – Building E
Kileen, TX 76541

Ms. Tangalin,

The City received two proposals for baking services in response to their RFP. A complete evaluation of the banking services proposals was completed including an detailed analysis of services offered, gross and net fees proposed by the two banks, and potential earnings projected for the City.

In the area of services, basic bank services provided by the two proposing banks are similar, but the technology and online services flexibility and range are considerably broader at JPMorgan. An objective scoring of each response resulted in a service score for each bank which indicates the differences between the banks and gives an indication of overall service expectations. Major differences appear in technology from customization to ERP connectivity at JPMorgan. The banks' service scores were:

JPMorgan 702 PNC 586

The banks also provided detailed service fees which were calculated against the City's historical use patterns and averages to calculate an estimated monthly fee over the contract period. The *gross* fees were very close but with the incentives offered by the banks (including a one-year waiver of fees from JPMorgan) it resulted in a lower *net* cost over five years at JPMorgan.

JPMorgan \$ 4,278 per month
 PNC \$ 4,380 per month

Thirdly, the account structure flexibility and earning options at JPMorgan give the City a greater potential for additional interest earnings further reducing the cost of the services.

Meeder Investment, 6125 Memorial Drive, Dublin, OH 43019

Page Two

Therefore, it is recommended that the City award the banking services contract to JPMorgan with the contract to commence January 1, 2024.

Sincerely,

Linda T. Patterson

Director of Consulting and Training

Grida Latterson

Meeder Investment



September 26, 2023

Ms. Judith Tangalin, CPA, CGFO
Executive Director of Finance
City of Killeen
802 N 2nd Street – Building E
Kileen, TX 76541

Ms. Tangalin,

A full analysis of detailed fees proposed by JPMorgan and PNC was provided in the full analysis of the proposals. Each fee was considered against historical use rates and all services were included. This letter is to provide a overview of those findings.

The banks were asked to provide the service fees required to provide each of the services required by the City through the RFP. The fees stated by each bank were calculated against the City's historical use averages to calculate an estimated monthly fee. The *gross* fees were calculated with and without custody fees for City owned securities. The banks were also asked for any transition or retention incentive offered. JPMorgan, in response to the RFP, offered a transition incentive in the form of a one-year waiver of fees in addition to remote scanners. PNC offered no retention incentive. Both the gross and net fees with incentives show that the banks are closely matched in cost (although not in service scored).

		Gross Fees	Net fees
•	JPMorgan	\$ 4,778	\$ 4,278
•	PNC	\$ 4,380	\$ 4,380

Page Two

A complete detailed look at the individual fees and their combined impacts for each bank are found on the extensive file previously provided to the City and attached to this summary.

Sincerely,

Linda T. Patterson

Director of Consulting and Training

Meeder Investment

ATTACHMENT A SERVICE FEES ANALYSIS

CITY OF KILLEEN, TEXAS

		Total		4,778.47	Total		4,380.29		
	Avg Mo	JPMorgan			PNC				
Service Description	Volume	Fee	Cost	Notes	Fee	Cost	Notes		
AVERAGE COLLECTED BALANCE	27,020,628		ves 1	3 bps			yes - no \$ given		
	=1,0=0,0=0		17				, ··· + g·· ···		
DEMAND DEPOSIT ACCOUNT SERVICES									
010000 ACCOUNT MAINTENANCE	6	5.0000	30.00		4.9000	29.40			
100200 REGULAR DEPOSIT TICKET	220		0.00	n/a		55.00			
100220 DEPOSIT ITEMS ON-US	31	0.1000	3.10		0.0400	1.24			
100200 DEPOSITED ITEMS TRANSIT	514	0.2000	102.80		0.0500	25.70			
150100 PAID ITEMS	440	0.1000	44.00		0.0700	30.80			
100400 RETURNS	8	1.0000	8.00		2.5000	20.00			
100402 RECLEARS	4	3.0000	12.00		2.5000	10.00			
019999 BLOCKED CHECKS	1	0.0000	0.00		20.0000	20.00			
100500 DEPOSIT ADJUSTMENT FEE	0	8.0000	0.00		2.5000	0.00			
				200)		192		
REMOTE DEPOSIT RELATED SERVICES					i i				
109999 IMAGE DEPOSIT	20	0.0200	0.40		1.2500	25.00			
109999 IMAGE DEPOSIT ON-US	93	0.1000	9.30		0.0300	2.79			
109999 IMAGE DEPOSIT TRANSIT - OTHER	5,257	0.1000	525.70		0.1200	630.84			
109999 IMAGE CASH LETTER MO FEE	1	0.2000	0.20		52.2000	52.20			
				536	;		711		
BRANCH SERVICES					i i				
100048 CURRENCY FURNISHED (\$10 UNITS<50k)	399	0.7500	299.25		0.1500	59.85	_		
100044 COIN FURNISHED (ROLLS)	78	0.2500	19.50		0.0500	3.90	_		
100000 OTC DEPOSIT TICKETS	216	3.7500	810.00		0.8000	172.80			
100015 CASH VERIFICATION OTC - 10.00 UNITS	31,820	0.0000	0.00		0.0180	572.76			
100015 NIGHT DROP BAG DEPOSIT	1	0.0000	0.00		0.0180	0.02			
100015 CASH VERIFICATION NIGHT DROP/10	480	0.0000	0.00		0.0144	6.91			
 				1,129			816		
RETAIL LOCKBOX SERVICES				,					
999999 E-LOCKBOX MAINTENANCE	1	10.0000	10.00		55.0000	55.00			
999999 E-LOCKBOX PER ITEM	1,158	0.0800	92.64		0.1800	208.44			
00000 2 2001,207,1 21,11 2	.,	0.0000	02.01	103			263		
ACCOUNT RECONCILEMENT SERVICES									
200010 FULL RECON MO MAINT	2	5.0000	10.00		25.0000	50.00			
200110 FULL RECONCILEMENT ITEM	440	0.0800	35.20		0.0250	11.00	PROPOSAL SHOWS AS \$30		
209999 REJECTED INPUT FILE	0	0.0000	0.00		40.0000	0.00	7 1107 00712 0170170 710 400		
209999 OUTPUT TRANSMISSION ITEM	440	0.0000	0.00		0.0300	13.20	PROPOSA SHOWS AS \$20		
150320 ARP POSITIVE PAY RETURNS	0	20.0000	0.00		2.5000	0.00			
150230 STALE DATE SERVICE	5	0.0000	0.00		0.8000	4.00			
200000 TELLER POSITIVE PAY MO MAINT	2	0.0000	0.00		5.0000	10.00			
200000 POSITIVE PAY MO MAINT	2	0.0000	0.00		5.0000	10.00			
999999 ONLINE POS PAY EXCEPTIONS LOADED	7	0.0000	0.00		0.3000	2.10	_		

			Total		4,778.47	Total		4,380.29
		Avg Mo	JPMorgan			PNC		
	Service Description	Volume	Fee	Cost	Notes	Fee	Cost	Notes
999999	ONLINE ISSUE FILE IMPORT	9	1.0000	9.00		0.0500	0.45	
999999	ONLINE PER STOP INDIVIDUAL ENTRY	3	5.0000	15.00		6.0000	18.00	
999999	ONLINE CHECK INQUIRY	2	1.0000	2.00		0.0500	0.10	
999999	ONLINE ISSUE ADD/CANCEL	1	0.0000	0.00		0.0500	0.05	
999999	ONLINE ISSUE FILE IMPORT ITEM	538	0.0000	0.00		0.0200	10.76	
	ONLINE POSITIVE PAY RETURN	0	20.0000	0.00		2.5000	0.00	
209999	ONLINE MIAGE VIEWED	30		0.00		1.1500	34.50	
209999	ONLINE IMAGE CAPTURED	30	0.0300	0.90			0.00	
209999	ONLINE IMAGE STORED	30	0.0100	0.30	70		0.00	104
	ZERO BALANCE ACCOUNT SERVICES				72			164
010020	PARENT ACCOUNT	1	10.0000	10.00		15.0000	15.00	
0.0020	ZERO BALANCE TRANSACTIONS	17	10.0000	10.00		0.0000	10.00	
010020	ZERO BALANCE ACCOUNTS	1	5.0000	5.00		10.0000	10.00	
010020	ELITO BILL HITCE PROGRAM		0.0000	0.00	15	10.000	10.00	25
	ACH SERVICES							
250000	ACH MO MAINTENANCE	3	5.0000	15.00		11.0000	33.00	
251060	ACH MANUAL RECALLS	0	0.0000	0.00		45.0000	0.00	
250505	ONLINE ACH FILE PROCESSED	10	0.0000	0.00		4.0000	40.00	
	ONLINE ACH DR/CR ORIGINATED	8,912	0.0300	267.36		0.0600	534.72	
250120	ADDENDA ORIGINATED/RECEIVED	233	0.0200	4.66		0.0300	6.99	
250200	DEBITS RECEIVED	63	0.0200	1.26		0.0700	4.41	
250201	CREDITS RECEIVED	523	0.0200	10.46		0.1500	78.45	
	ACH RETURN ITEM	47	2.0000	94.00		1.7500	82.25	
251070	ACH NOC ITEM	14	0.5000	7.00		1.2500	17.50	
	UNAUTHORIZED ACH RETURN ITEM	2	2.0000	4.00		5.0000	10.00	
	ACH POSITIVE PAY MO SERVICE	6	5.0000	30.00		2.0000	12.00	
	ACH FRAUD PROTECTION RETURNS	3	5.0000	15.00		1.5000	4.50	
999999	SAME DAY ACH ENTRIES	1,092	0.2500	273.00		0.4500	491.40	
	MUDE TO ANGEED GEDVICES				721.74			1,315.22
050400	WIRE TRANSFER SERVICES		5 0000	05.00		0.5000	47.50	
	ONLINE DOMESTIC WIRE TRANSFER	5	5.0000	25.00		3.5000	17.50	
350300	INCOMING WIRE TRANSFER	2	5.0000	10.00	0.5	4.2000	8.40	
	INICODMATION SERVICES				35			26
402022	INFORMATION SERVICES PREVIOUS DAY ACCOUNT	8	10.0000	80.00		7.5000	60.00	
	CURRENT DAY ACCOUNT	8				7.5000	60.00	
402025			0.0000	0.00				
350551	ONLINE TEMPLATE STORAGE	24	0.0000	0.00		0.0650	1.56	
1000=1	ONLINE INFO REPORTING MONTHLY	1 1		4= 0=		0.0000	0.00	
	ONLINE PREVIOUS DAY TRANSACTION	1,569	0.0300	47.07		0.0100	15.69	
100274	ONLINE CURRENT DAY TRANSACTION	1,313	0.0000	0.00		0.0100	13.13	
	ONLINE EVENT NOTIFICATION EMAIL	36				0.0000	0.00	
	ONLINE EMAILED STATEMENTS	0	0.0000	0.00		0.0000	0.00	
	ONLINE ELOCKBOX REPORT	1	0.0000	0.00		20.0000	20.00	
	ONLINE OUTSTANDIING CHECK REPT	1	20.0000	160.00	Data download mo fee per acct	20.0000	20.00	
999999	ONLINE ACH SPECIAL REPORT	18	10.0000	180.00		3.0000	54.00	
999999	ONLINE EDI SPECIAL REPORT	20	2.0000	40.00		0.5000	10.00	
999999	ONLINE ACCOUNT TRANSFER	3	0.5000	1.50		1.2500	3.75	

			Total		4,778.47	Total		4,380.29
		Avg Mo	JPMorgan			PNC		
	Service Description	Volume	Fee	Cost	Notes	Fee	Cost	Notes
400999	ONLINE INFO REPORTING IMAGE	6	0.0000	0.00		1.1500	6.90	
409999	ONLINE SPECIAL REPORTS IMAGE	6	0.0000	0.00		1.1500	6.90	
	ONLINE EVENT NOTIFICATION EMAIL	133				0.0250	3.33	
	ONLINE EMAILED STATEMENTS	0				0.0000	0.00	
409999	PAYEE ACCOUNT VALIDATION MO.	1	0.0100	0.01		0.0000	0.00	
409999	ONLINE MODULE FEES	6	10.0000	60.00	Monthly Profile per Access profile	9.5000	57.00	
					569			332
	INVESTMENT SWEEP							
450020	MMDA SWEEP SERVICE	1				110.0000	110.00	
								110
	ELECTRONIC DATA INTERCHANGE							
250202	ELECTRONIC PAYMENTS RECEIVED	1,593	0.0200	31.86		0.1000	159.30	
309999	REMITTANCE REPORT - PDF	21	2.0000	42.00		0.5000	10.50	
300020	ELECTRONIC RECEIVABLES MO REPORT	4		0.00	n/a	3.0000	12.00	
					74	1		182
	MISCELLANEOUS							
999999	PRINTED ANALYSIS STATEMENT FEE	1		0.00	n/a	25.0000	25.00	
	AUTOMATED AUDIT CONFIRMATION	1		0.00	n/a		25.00	
	1				0			50
	SAFEKEEPING SERVICES (Using \$50M as a base case)				-			
999999	SAFEKEEPING POSITION MANTENANCE	26	0.0000	0.00		2.7500	71.50	
000000	O' WE ENCE I WO T GOTTON WINNET EN WOE	20	0.0000	0.00	<\$100M or \$5,000 annual fee at		7 1.00	
	ANNUAL ADMIN FEE <\$100M		1 BP	416.67	\$50M (monthly fee shown)		0.00	
	ANNUAL ADMIN FEE >\$100M		0.75 BPS	110.07	quantities and an arrange and arrange arranged	1	0.00	
	DEPOSIT/WITHDRAWAL	3	0.102.0			10.0000	30.00	
999999	SAFEKEEPING PRINCIPAL/INT COLLECT	3	0.0000	0.00		0.6000	1.80	assuming \$20M/mo activity
	SAFEKEEPING MATURITY/CALL COLLECT	3	0.0000	0.00		20.0000	60.00	
	SAFEKEEPING SECURITY CLEARANCE	3	25.0000	75.00	BE purchase, sale or transfer	10.0000	30.00	
	CLEARANCE FED NON-ABS/MBS	-	25.0000	0.00	BE purchase, sale or transfer		0.00	
	CUSTODY - MO MAINT.	1	833.3300	833.33	min monthly fee		0.00	
	CUSTODY - ASSETS PER \$10m BE	1	0.0000	0.00			0.00	
	CUSTODY - FIXED NCOME RECEIPTS		0.0000	0.00			0.00	
	CUSTODY - INTEREST PAYMENTS		0.0000	0.00			0.00	
459999	CUSTODY - MATURITY PAYMENT		0.0000	0.00				
	1				1,325.00			193.30
			1		,			
	TOTAL REQUIRED SERVICES			4,778.47			4,380.29	
				,			,	

Without Custody 3453.47 4186.99

ATTACHMENT A SERVICE ANALYSIS CITY OF KILLEEN, TEXAS

			Total		702	Total		586
			JPMorg	an		PNC	<u> </u>	333
	Service Description	Wgt.		Score	Notes		Score	Notes
1	CREDITWORTHINESS							
					on website - link given - past and present - no			
а	LINK TO FINANCIALS-CONFIRM	3	2	6	direct confirm	2	6	posted no direct confirm
	CDA.	4			most recent Satisfactory overall and TX-leader in home lending/bus lend.			Outstanding
_	CRA DEBT RATINGS	3	2		A1/A-, A3/BBB+	2	_	Outstanding A2/A, A3/A-
_	CHANGE IN RATINGS	3	1		on website - assuming you City checks website	0		no confirm just says they will change
	CHANGE IN TATINGS	3	<u> </u>	3	on website - assuming you only thecks website	,	, , ,	6
-	CUSTOMER SERVICE				Gov't First Focus			
_	SATISFYING NEEDS PLAN	2	3	6	multi-tiered team plus hosts yearly webinars	3	6	multi-tiered team
F	5, 11161 11116 112256 1 2 W				primary and backup rep.7-7 - engage all levels	Ť	Ĭ	
b	LOCAL SUPPORT	1	2	2	and escalate on any problems.	2	2	rep will facilitate
_	SERVICE STRUCTURE	2	2		daily primary and backup - cross-product support	_		reps supported by mgmt - emails reviewed daily
d	HOLDING COMPANY SERVICES	2	1	2	n/a	1	2	asset mgmt - basically n/a
	LOCAL COMMUNITY SUPPORT	2	2	1	\$14.3M to non-profits- grants \$1M - talks about Houston	2	1	all corp. lending and community development
	ECCAL COMMONT I SOIT CITI	2		-	Tiouston		1	and community development
					on-site for implementation - then weekly -			maintain consistent communications - bring new
1	REGULAR MEETINGS	3	2	6	ongoing - lists goals practices/new prod/trends	2	6	ideas, webinairs
								team can handle inquiries - reps can escalate - focus
	ESCALATION OF PROBLEMS	2	2		reps have full authority	2		on main rep
h	MONITORING SERVICE	1	2	2	regular review dependent on size	2	2	rep feedback, post-implementation surveys
1	NEW SERVICES	3	2	6	new business incisive approval group for dev.	2	6	end-to-end payables, vendor portal, improved checks printing, integrated receivables - all to streamline
	INCENTIVES	3	3		waiving one year plus two scanners	0		none but competitive rates
Н	INCLIVITYES	3	1	9	waiving one year plus two scarners	<u> </u>		remote location support - redundancy, disaster plans
k	DISASTER SUPPORT	1	2	2	contingency and redundancy	2	2	developed
_	AUDITOR	2	3		can get electronically or thru rep	1		open for negotiation on scope and frequency
m	AUDIT CONFIRM FEE?	2	2	4	no fee	1	2	\$20 per request
	SPECIAL EVENTS SUPPORT	3	2	6	night drop, vault, ATM deposit, integrated receivables, remote deposit	2	6	commercial deposit and ATM, night drop
	GI ECIAL EVENTO GOI I OIXI	3		0	63			48
3	REFERENCES				00	<u> </u>		40
	REFERENCES	3		0	City of Austin, City of Fort Worth, Killeen ISD	1	0	Temple, Odessa, Laredo
	THE ETTEROES	Ü		0	City of Madain, Only of Fort World, Million 102		0	Tomple, Guessa, Earous
4	AGREEMENTS			Ŭ			Ĭ	
	AGREEMENTS	3	2	6	ok	2	6	Par-to par on collateral
				0			0	
5	IMPLMENTATION					1		
а	TIMETABLE	2	2	4	set procedure for onboarding, contact overall	2	4	incumbent
					, ,			
	REQUIRED SERVICES							
1	ACCOUNT STRUCTURE				ZBA EOD Sweep or hybrid			
								ZBA, daily BI file, location codes - no mention of
а	ZBA	3	3	9	JPM Fund EOD	2	6	sweep but mentions fee later -
L	SWEEP REPORTS	2	3	۵	move all or target - full sweep - also customized transfers - online info for near real time balances	2	1	online detail DR/CR and summary
	OWLLI ILI OKIO		3	-	aranolors - origino into tot fical real title palatices	 	4	separate credit - no answer on where - assuming
c	INTEREST APPLICATION	3	3	9	account level	2	6	master
								hybrid, comp balance then IB - comp does not get
	ALTERNATIVES TO SWEEP	2	3		Hybrid DDA full liquid, -	3		balance based fee
e	IB/MMA RATE BASIS	1	2	2	all managed	2	2	managed though not real clear

	Total 702 Total 586						
		JPMorg	an		PNC	•	
Service Description	Wgt.	Points	Score	Notes	Points	Score	Notes
f PROSPECTUS	2	2	4	JPM - provided -	2	4	PNC Nassau sweep and MMDA Sweep - search provided no targeted info - says use of Federated or Fidelity - says only shares PNC credit rating
g LAST TRANSACTION SWEEP?	1	2		EOD and intra-day	2		EOD
h NEW ACCOUNTS	2	2	_	agreed	2		agreed
i NEW SERVICES	3	2		agreed	0		negotiate fees at time of request
j BALANCE BASED FEE IN USE	3	1	3	yes 13 balance based fee - need to use sweep	1	3	yes 14.2 (avg \$6,000)
k RATES	3	3	9	didn't give others prospectus says	2	6	
ECR				4.25%			1.60%
IB				4.15%			3.15%
MMA							4.60%
SWEEPS				4.50%			4.93%
				60			43
2 AUTOMATION AND IMAGING							
a LINK	3	3		provided, excellent - can demo also	2	6	as incumbent you know - can demo (takes this attitude throughout
b ONLINE SERVICES	3	3	9	all in chart form (48) customizable, entitlements, preferences, global search, interactive, graphics, transmissions, training	1	3	as incumbent you know it - no answer
				transactions prior/current and historical 45 days -			
c HISTORICAL ACCESS	3	2	6	2 yrs.	2	6	check images online - no detail
d CUSTOMIZATION	2	3		filter multiple, no additional costs	3	_	custom for detail, accounts, trans types, acct groups, time range - can sort - save as template
d COSTOMIZATION		3	0	iliter multiple, no additional costs	3	0	4AM, incoming wires and current day at noon,
							Balance Threshold notice at 4AM - wire and balances
e PRIOR DAY INFO AVAILABILLITY	3	3	9	7AM then thru day as memo posted	3	9	real-time
f RETENTION SCHEDULES	3	2	6	2 yr balance/trans, 10 yrs checks	2	6	2 years online on summary and detail in a report
	_	_		established policies and responsibilities for		١.	multiple data centers - can't tell you more because of
g DISASTER SUPPORT	2	2	4	contingencies	2	4	security!
h SECURITY PROTOCOL	3	3		City control, 2-step login, single if inquiry, authentications and registration of PC, digital significant patterns analysis, timeouts 15 min	2	6	City to download IBM Security Trustee Rapport to protect sign-ons - customize users
i SECURITY CONTROL	3	3	9	City admin. Entitlements need dual authority.	2	6	City for approvals, templates and batch approvals - report of suspicious ACH activity
j TECH SUPPORT HOURS	1	3	3	Solution Center for tech,24/5 help desk, user guides online or download, training	2	2	wires 5:45, ACH 7PM, same day 2PM, transfers 9PM - no answer on support just deadlines
k WHAT IMAGED	3	2	6	all on-us trans (pd checks, slips, advices plus checks, statements and deposits online	2	6	all items (mentioned) imaged
I EVENT MESSAGING	3	3	_	customization for transaction , email or online	2	6	City sets - no answer how received
I EVENT WESSAGING	3	3	9	Customization for transaction, email or online	 	6	apparently not - not listed in list of ERPs - assuming
m CENTRAL SQUARE USERS	3	3	9	yes 17 currently	1	3	some use as incumbent
EDD GUIDDODTED				standard connection for ERRP and TWS - or			E-t- 40
n ERP SUPPORTED	1	3	3	integrate direct to City ERP - integration priority view, drill down, deposit, approvals - multi-level	2	2	lists 10 secure authorization masked ##s timeouts - no
o MOBILE SERVICES	3	3	9	security	2	6	specific services are given
p CASH FORECASTING	1	3	3	Excel add-in for Worksheet Wizard for custom	2	2	uses AI to track and forecast - holds past forecasts
2 DEPOSITS				109			79
3 DEPOSITS		l	1	branch 5-6,night 7:30AM, remote 10PM, wires	1	1	
a CUT OFF TIMES	3	2		5:45	1	3	3:00 at branch
b ARMORED AT BANK BRANCH?	3	1		no armored car at branch but at vaults	2		yes
· ·					•		

			Total		702	Total		586
			JPMorg	an		PNC	-	
	Service Description	Wgt.	Points	Score	Notes	Points	Score	Notes
c	: VAULT REQUIRED?	2	2	4	rec armored to vault 5pm mixed/8cash, San Antonio	2	4	not required and can combine at branch, separate at vault
					yes remote/ACH eLockbox, integrated rec			receivables 'round trip'-built on national lockbox network for integrated receivables can integrate ACH, PayerExpress (bill pay), eLockbox Print <ail print<="" td="" to=""></ail>
d	E-RECEIVABLES	2	3	6	(collect and report - merge all online	3	6	City invoices
е	ADVICES	2	2	4	USPS, location #, notices online or email	2	4	online same day and prior day - with images
f	IMAGES	3	2	6	statements and check functions (receivables online) same day > 7 yrs	2	6	current or prior day online - images online 60 days
g	DISCREPANCIES	1	2	2	CR for slip \$ then post adj \$2 sundry amt	2	2	notify next day and adjusts all discrepancies
h	RETURN NOTIFICATION	2	2	4	Dr acct, match then mail - online info - ACH returns transmitted	2	4	auto redeposit <\$100 - online info on detail or optional Return Check Mgmt System for reporting notification not noted
	RETURN CHECKS	2	2		USPS, email notices, online info	2		online info reporting or Return Check optional service
Ε.	DEPOSIT BAGS	1	2		taper proof 2-sides ## - heavy for coins	0		explains deposit prep but not answer on bags
	DEPOSIT BAGS	- '			taper proof 2-sides ## - fleavy for coiris	U	U	yes, reported in DDA statement process and online
k	LOCATION TRACKING DEPOSITS	3	3	9	yes customize and view on report ULID on slip	3	9	for balances and transactions
	CHANGE ORDER NOTICE	2	2		vault same or future date, branch 1PM, online	2		one-day normally at branch - longer for bigger
m	BANK LOCATIONS	2	2	4	Harker Heights, smart safes suggested	2	4	14 ATMs - one location on expressway
n	FRAUDULENT CHECKS	2	3	6	payee verification, reverse PP, blocks, check cash control at branches	1	2	PP
0	E-LOCKBOX	3	3	9	consolidates, next day CR, reporting and transmission City specific acct # translated after , no access - transaction repair option	3	9	currently using, single file
р	DONATIONS	2	2	4	Concourse integrates online and mobile to existing online portal - direct or secured - customize	2	4	PayerExpress to present bills and customer to pay - allows for POS
	REMOTE DEPOSIT							
m	CAPABILITY TO REMOTE	3	2	6	yes - integrated receivables	2	6	Deposit On-Site web
n	EQUIPMENT NEEDS	2	2	4	Epson 60/100 or 90/100rec 2 free	2	4	scanners issued with 1-year guarantee - purchase with maint contract
0	CUTOFF	2	2	4	9:00 (but above says 10PM	2	4	10PM
	CAMPLE DATOUR DEPORT	_			full info, description, monitoring activity - reports		_	ata.
	SAMPLE BATCH REPORT	1	2		shown	2		okay
	CURRENT PANINI BANK PROVIDE SCANNER?	3	3		two free - own as long as meets requirements two free	2		Digit Check, Burroughs and Panini - no real answer will provide a scanner if necessary - but no detail on price or free
_	BANKT ROVIDE SCANNER:	3	3	3	104			94
4	DISBURSEMENTS							
a	DATA AVAIABLE	3	2	6	thru-out day updates almost real-time,	1	3	notice on controlled disbursement only
b	FREE TO NON-ACCOUNT HOLDERS	3	2		yes payroll checks, others On-us Cashing Svc with ID with per check fee to City	3		agrees on payroll checks
	E-PAYABLES	3	3		from any acct, standard formats, wires/ACH/check print/virtual card	2		ePayments, multiple deliveries, notice email to payee, noes ownership of Zelle
	VIRTUAL CARD USE	3	3		yes with one use card # full linfo-can integrate to ERP	0		vendor recruitment for Active Pay, (cr card tech, no answer on virtual card
	COMMERCIAL CARD PROGRAMS	3	2		purchasing card/corp card, one card, virtual card	2		Visa, ActivePay, City admin, purchase controls ,audits, sorts and reports
	The state of the s	,			36			24
5	STOP PAYS							
	TIME PERIODS	3	3	9	one year - auto renew for 6 years unless revoked	2	6	available for one year
b	EXTENSION/RENEWAL	3	3	9	one year - auto renew for 6 years unless revoked	2	6	manual extension to extend
_	HOW RENEWED	3	3		auto or online	2		online or transmission
d	STOP THROUGH PP	1	2	2	yes, online on stop portal, transmit	2		yes

		Total 702				Total				
		JPMorg	an		PNC	•				
Service Description	Wgt.	Points	Score	Notes	Points	Score	Notes			
e DEADLINE	2	2	4	6:30PM	2	4	9PM			
f ONLINE INFO AVAILABLE	2	2	4	requests, stops on file, revoke history	2	4	online check, place or cancel and review images - then notes ARP			
g VERIFICATION	3	3	9	yes and it searches 90 days	2	6	yes at input -City should do own research			
				46			34			
6 RECON AND POSITIVE PAY				fraud focus,						
				upload or transmit- auto acknowledged within 1						
a TRANSMSSION	2	2	4	hour	2	4	for current day by 9PM			
b MANUAL CHECKS	3	2	6	yes - 9:30PM	2	6	issues and deletes online in Issue Maint Module			
c EXCEPTIONS ON LINE	3	2	6	yes PUSH, notice by 10AM - Payee PP 11:00AM	2	6	all integrated into PP reporting on PP module			
d TIME REPORTED	3	2	6	10:00 or 11:00 Payee PP	2	6	10AM - can set up email notice			
e RESPONSE TIME	3	3	9	4:00PM	2	6	2PM			
f SCRUBS	1	2	2	yes for coding	2	2	yes for coding			
g OTC VERIFIED	3	2	6	within 1 hour of file receipt - ATMs also	2	6	yes			
h PARTIAL AND FULL RECON	3	3	9	full and partial - reports	3	9	full and partial - no reports shown			
				48			45			
7 TRANSFERS AND WIRES										
a ALL ONLINE	3	2	6	Payments function online - full info online	2	6	initiate from phone or online			
b MONITORING ONLINE	2	2	4	yes with ref # (entered, approved, released)	2		yes by status, pending, approved, released on online entered only - if initiated on phone then contact bank to re-enter online			
B MONTORING ONLINE			4	yes with rei # (entered, approved, released)		4	active on approval - templates available- all dual			
c TEMPLATES	2	2	4	yes and no fee	2	4	control			
d SECURITY PROTOCOLS	3	2		flexible but dual - single cannot send	1		recommends dual and segregated duties			
				,			looks like only one day - shows closing schedule only -			
e FUTURE DATING	2	2		365 days	1		probably more but?			
f INTERNATIONAL AND DOMESTIC	2	2	4	yes and currencies	2	4	same dept.			
g WIRE DETAIL REPORTING	2	2		in and out detail by account	2	4	reports set but can customize, ins/outs, futures (??) - email notice, near real time confirms			
MODII	0			view and approve or reject - payment initiation						
h MOBILE ACCESS	2	2		and notification are coming soon basically 5:15 wire and 6:15 transfers	2		approvals and decisions - no mention of above info basically 5:45			
i CUTOFF TIMES			4	basically 5.15 wire and 6.15 transfers		4	says like wires then re-explains wires - Sigle or group			
j BOOK CR/DR PROCESSING	3	2	6	9PM and done also Sat funds control officer review - can store	2	6	transactions			
k LEDGER BALANCE USE	3	2	6	transaction	1	3	settled only - auto roll to next day			
I INTERNAL TRANSFERS ONLINE	3	2		yes	2		use ACH on same day			
				58			50			
8 ACH										
a BATCHES AND MANUAL	3	2	6	yes batch or online by volume	2	6	transmission or online			
b SAME, ONE AND TWO DAY	2	2	4	yes all, 9:00PM deadline	2	4	supports same and next			
c INITIATION OR SETTLEMENT	2	3	6	payment settlement	3	6	settlement			
							NOC multiple times during day - can post to other			
d RETURN ITEMS PROCESSING	3	2		post at EOD, transmit or email, report	2		acct can re-deposit - info online			
e FUTURE DATING	3	2	6	90 on files- online info 180 days	2	6	365 but default is 45 days			
f FILTERS AND BLOCKS	3	3		blocks, DR/CR, ID, \$\$ and \$\$ range, transaction type - until 4PM to initiate direct transmission or NACHA format - deletions	2	6	amount, max dollar or cumulative from sender - if doesn't fit presented as exception			
g REVERSALS AND DELETIONS	2	2	4	by 3PM	2	4	if not reversed			
<u> </u>		_		,	<u> </u>		on prior day report and two lines of addenda in			
h ADDENDA	3	3	9	on reports and files	3	9	special reports module			
i FRAUD ROTECTION ONLINE	1	2	2	ACH blocking - set criteria, view, dual, blocked report	2	2	dual authentication - DMZ controlling protocol - email notice and transmission notice			
				52			49			

		Total		702	2 Tota	al		586
		JPMorga	an		PNC	;		
Service Description	Wgt.	Points	Score	Notes	Poi	nts S	Score	Notes
9 SAFEKEEPING				says consider BNY as custodian - pass thru analysis - answered questions as BNY offer				
a DOES BANK PROVIDE	3	2	6	BNY but thru AA		2	6	yes PNC
b AUTOMATED SYSTEM	2	2	4	yes fully		2	4	on portal or emailed - not dual authorization
c ONLINE MONITORING	2	2	4	yes fully		2	4	yes portal for confirms, cr advices, statement
d ONLNE INFO	1	2	2	yes fully		2	2	ves portal for confirms, cr advices, statement
e CORRESPONDENT?	3	1		BNY		2		PNC
f HOW ARE FEES CHARGED	1	2	2	thru Chase AA		2	2	minimum monthly and cusip for clearing, custody and income
g HARD CHARGE OR AA	2	2	4	AA		2	4	AA
	_	_						
h NOTIFICATIONS	2	2	4	yes direct	+	2		advices for upcoming maturities and portal info
i REQUIRED TIMES			4	33	3		4	noon on same day - no late fee 36
10 COLLATERAL				Corp Collateral Group for daily monitor		-		30
a ACCEPTANCE TO CONDITIONS	3	2	6	yes	1	0	0	PAR-TO-PAR !!!
b CUSTODIAN	3	2		Fed	1	2		Fed
c BLANKET APPROVAL	3	1		says state law - need to affirm 1-2%	İ	1	3	yes - follows law - could mean 100%
d REPORT FRM CUSTODIAN?	3	3	9	yes monthly		3	9	Fed monthly
				24	4			18
11 ACCOUNT ANALYSIS								
a WHEN AVAILABLE	2	2		6th day		2		15th
b RETNETIONONLINE	2	2		13 months	-	2		13 months
c SAMPLE	1	2	2	provided		2	2	provided as screen shots
12 STATEMENTS					1			
a WHEN AVAILABLE ONLINE	2	2	4	within 2 days		2	4	1 day
b RETNENTION ONLINE	2	2	4	7 years		2	4	13 months
c SAMPLE	1	2	2	provided		2	2	gives sample
13 ACCOUNT EXECUTIVE								
a LEVEL OF SUPPORT	2	2	4	team of experts assigned	-	2	4	team assigned already
b PLANNED MEETINGS	2	2	4	as frequent as needed - weekly on implementations - ongoing quarterly		2	1	team assigned already
c NAME AND TITLE	1	2		bio and areas of multiple	1	2		given
				,				
14 OVERDRAFTS								
a AGGREGATION	3	2	6	either way with billing groups - option o/draft netting		2	6	interest accessed for total position
b RATE BASIS	1	2	2	no daylight fee		2	2	prime +3%, negative comp balance at ECR rate
15 COMPANY BANKING						+		
I SOME ALL DANIANG					+			Bank-At-Work financial awareness on services, online
a AVAILABLE	1	2		any service standard		2		education
b SERVICES	1	2	2	any service standard, lending		2	2	
TOTAL BOILTS FOR SEC			700				F 00	
TOTAL POINTS FOR REQU	JIKED		702				586	

COMBINED FINANCIAL ANALYSIS CITY OF KILLEEN, TEXAS

	BANK SERVICES SCORE	702	586
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	<u>JPMorgan</u>		PNC	
PROPOSED GROSS FEES	4,778		4,380	
INCENTIVE IMPACT				
SCANNER COST	1,000			
SUPPLIES CREDIT				
WAIVED FEES	29,000			
TOTAL INCENTIVE VALUE	30,000		0	
PER YEAR COST - 1ST YEAR	27,342		52,563	
2ND YEAR	57,342		52,563	
3RD YEAR	57,342		52,563	
4TH YEAR	57,342		52,563	
5TH YEAR	57,342		52,563	
AVERAGE MONTHLY COSTS (5 YR)	4,278		4,380	
RATES				
ECR	4.25%		1.60%	
INTEREST BEARING ACCOUNTS	4.15%		3.15%	
MONEY MARKET ACCOUNTS	0.00%		4.60%	
SWEEPS	4.50%		4.93%	
AVAERAGE BALANCE	27,020,628		27,020,628	
FFF 0.4010				
FEE BASIS FEES PER MONTH	4,278		4,380	
BALANCE AFTER FEES	27,016,350		27,016,248	
EARNINGS IN IB ACCOUNTS/MO	93.432		70,918	
EARNINGS IN MMA/MO		n/a	103,562	
EARNINGS IN SWEEP/MO	101,311	11/4	110,992	
COMPENSATING BALANCE BASIS				
MO COMP BALANCE REQUIRED	1,208,038		3,285,214	
BALANCE AVAILABLE FOR INVEST	25,812,590		23,735,414	
EARNINGS IN IB ACCOUNT/MO	89,269		62,305	
EARNINGS IN MMA/MO	0	n/a	90,986	
EARNINGS IN SWEEP/MO	96.797		97,513	

INCENTIVES OFFERED	WAIVING ONE YEAR 1st yr MAX \$29,000 2 SCANNERS armored car fee in AA revew of bus practices	none	



REQUEST FOR PROPOSAL: BANK SERVICES

- □ Financial Governance Policy (XV)(C), requires the City to seek proposals every five years for bank services
 - Last request for application was conducted in 2019
 - City is not required to change Financial Institutions
- BBVA/PNC has provided bank services since 2011
 - Current agreement expires on December 31, 2023
- City staff collaborated with Meeder Public Funds, LLC to issue a request for proposal
- Responses were received from PNC and JPMorgan

- □ Proposals were evaluated for:
 - The services and automation capabilities which support those services
 - Net fees charged for services
 - The earning potential
- Request for application solicited proposals based on:
 - Three-year initial agreement term
 - Two one-year renewals

Bank Scores and Services Proposed Fees

	PNC Bank	JPMorgan Chase
Scores for Services	586	702
Proposed Fees –		
Three-Year Initial Term	\$1 <i>57</i> ,690	\$142,025
Five-Year Term	\$262,817	\$256,708

- Do not award the bank services agreement and issue a new Request for Proposal
- Do not award the bank services agreement to JPMorgan Chase and award the agreement to the other Financial Institution
- Award the bank services agreement to JPMorgan Chase

Recommendation

City Council authorize the City Manager, or designee to execute the bank services agreement with JPMorgan Chase Bank, and further that the City Manager, or designee be expressly authorized to execute any and all change orders or supplemental agreements within the amounts set by state and local law.



City of Killeen

Staff Report

File Number: RS-23-170

Consider a memorandum/resolution authorizing the award of Bid No. 24-01 for Water and Sewer Materials, in an amount of \$920,377 in FY 2024.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director of Public Works

SUBJECT: Authorize the Award of Bid No. 24-01, Water and Sewer Materials

BACKGROUND AND FINDINGS:

The Water and Sewer Division utilizes various materials throughout the year to operate and maintain the water distribution system and sewer collection system. These items are procured through the bid process on an annual basis.

On Wednesday, September 20, 2023, bids were opened and read aloud for Bid No. 24-01, Water and Sewer Materials based on twelve-month quantities of these material items. Water and Sewer, along with Purchasing, evaluated each bid's conformance with the bid information and instructions. The following seven (7) vendors submitted complete or partial bids on the specified supply items:

Vendor Bid

Aqua Metric Sales Company \$721,701 partial bid Benmark Supply Company \$242,005 partial bid

Core & Main, LP \$988,099

Ferguson Enterprises, LLC \$253,779 partial bid

Fortiline, Inc. \$1,100,460

HydroPro Solutions \$907,936 partial bid Zenner USA, Inc. \$742,626 partial bid

Vendors are selected based on the lowest bid for each individual material item, which allows the Water and Sewer Division the ability to purchase items at the lowest cost to the city.

Agreements for Bid 24-01, will be for an initial twelve-month term with the possibility of up to one (1), twelve-month extension.

The selected vendors for each item are as follows:

Section 1. Fire hydrants, extensions, traffic kits, pipe, and tubing

Items 1-2, 7, 10, 21-24, 28-30, 32, and 34: Benmark Supply

Items 25-26 and 33: Core & Main

Items 3-6, 8-9, 11-20, and 31: Ferguson Enterprises

Item 27: Fortiline

The selected vendors submitted the lowest bid on these items. They met all bid requirements.

Staff recommends that these items be awarded to the selected vendors.

Section 2. Meters, meter boxes, and small meter box (lid only)

Items 35 and 38: Aqua-Metric Sales
Items 44, 48 and 51-52: Benmark Supply

Item 49: Ferguson Enterprises

Items 41-42, 45-47, and 50: Fortiline

Item 43: HydroPro Solutions

The selected vendors submitted the lowest bid on these items except for items 41-43. Zenner USA submitted the lowest bid for these items but did not meet all bid requirements. The selected vendors met all bid requirements. Staff recommends that these items be awarded to the selected vendors.

Section 3. Brass saddles and fittings

Items 67 and 72-74: Benmark Supply

Items 53-56, 58-59, 62-65, 68, 70-71, and 75: Core & Main

Items 57, 61, 66 and 69: Ferguson Enterprises

Item 60: Fortiline

The selected vendors submitted the lowest bid on these items. They met all bid requirements.

Staff recommends that these items be awarded to the selected vendors.

Section 4. Clamps, couplings, tapping sleeves, and gate valves

Items 79-84, 101-104, 107, 113, and 116: Benmark Supply

Items 76-78: Core & Main

Items 96-99 and 106: Ferguson Enterprises

Items 85-94, 100, 105, 108-112, 114-115, and 117-119: Fortiline

The selected vendors submitted the lowest bid on these items. They met all bid requirements.

Staff recommends that these items be awarded to the selected vendors.

THE ALTERNATIVES CONSIDERED:

- 1) Reject all bids and purchase all items on a "as needed" basis.
- 2) Award contracts to selected vendors for Water and Sewer supply items in an amount not to exceed \$920,377.

Which alternative is recommended? Why?

City Staff recommends alternative 2 as it alleviates the need for individual orders and multiple quotes for each purchase request and it locks in prices saving the city from possible price increases

throughout the year.

CONFORMITY TO CITY POLICY:

This document conforms with all applicable State and City purchasing policies.

FINANCIAL IMPACT:

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

The total expenditures for FY 2024 will not exceed \$920,377.

Is this a one-time or recurring expenditure?

This is a recurring expenditure. However, the purchases will occur on an individual basis under the terms of the contracts as materials are needed.

Is this expenditure budgeted?

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Yes, funds are available in the Water & Sewer Fund accounts 550-3410-436.41-65; 550-3410-346.42-06, 550-3410-436.42-15; 550-3410-436.61-75; 550-3410-436.61-75; 550-3410-436.61-76; 550-3410-436.61-75; 550-3415-437.42-06; 550-3415-437.41-65; and the Water & Sewer CIP Fund account 387-8934-493.69-03.
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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:

City Staff recommends that the City Council authorize the expenditures of material items in an amount of \$920,377; and authorize the City Manager, or designee, to execute contracts with the selected vendors.

DEPARTMENTAL CLEARANCES:

Legal Finance Public Works

ATTACHED SUPPORTING DOCUMENTS:

Bid Tabulation
Agreements
Certificate of Interested Parties

Bid Form surcharge and delivery fees). No other itemized charges shall be listed for each item. Bid will be awarded on a 'per item' basis. Vendors may bid on any or all 24-01 Water & Sewer Supply Items

1. FIRE HYDRANTS, EXTENSIONS, TRAFFIC KITS & TUBING			BID OPENING Material Bid #24-01														
	<u>Description</u>	<u>Oty</u>	<u>U.O.M</u>	Aqua-Metric Bid Amt	Total Bid	Benmark Supply Co	Total Bid	Core & Main Bid Amt	Total Bid	Ferguson Enterprises Bid	Total Bid	Fortiline Bid Amt	Total Bid	Hydropro Solutions Bid	Total Bid	Zenner USA Bid Amt	Total Bid
1	3/4" Endopure Poly Tubing/300' Rolls	600	Ft.	NB		\$ 0.30	\$ 180.00	NB		\$ 0.48	\$ 288.00	\$ 0.44	\$ 264.00	NB		NB	
2	1" Endopure Poly Tubing/300' Rolls	600	Ft.	NB		\$ 0.60	\$ 360.00	NB		\$ 0.75	\$ 450.00	\$ 0.67	\$ 402.00	NB		NB	
3	4" C900 (DR 18) water pipe	80	Ft.	NB		\$ 7.00	\$ 560.00	NB		\$ 6.15	\$ 492.00	\$ 6.80	\$ 544.00	NB		NB	
4	6" C900 (DR 18) water pipe	250	Ft.	NB		\$ 12.75	\$ 3,187.50	NB		\$ 12.58	\$ 3,145.00	\$ 13.93	\$ 3,482.50	NB		NB	
5	8" C-900 (DR 18) water pipe	150	Ft.	NB		\$ 21.75	\$ 3,262.50	NB		\$ 21.56	\$ 3,234.00	\$ 23.86	\$ 3,579.00	NB		NB	
6	10" C-900 (DR 18) water pipe	80	Ft.	NB		\$ 35.75	\$ 2,860.00	NB		\$ 32.34	\$ 2,587.20	\$ 35.79	\$ 2,863.20	NB		NB	
7	12" C-900 (dr 18) water pipe	125	Ft.	NB		\$ 45.00	\$ 5,625.00	NB		\$ 45.54	\$ 5,692.50	\$ 50.39	\$ 6,298.75	NB		NB	
8	4" SDR 35 Sewer pipe	1500	Ft.	NB		\$ 3.46	\$ 5,190.00	NB		\$ 2.43	\$ 3,645.00	\$ 2.68	\$ 4,020.00	NB		NB	
9	6" SDR 26 Sewer Pipe	250	Ft.	NB		\$ 7.50	\$ 1,875.00	NB		\$ 7.48	\$ 1,870.00	\$ 8.28	\$ 2,070.00	NB		NB	
10	8" SDR 26 Sewer Pipe 3' Fire Hydrant : Clow, Mueller or American	250	Ft.	NB		\$ 13.15	\$ 3,287.50	NB		\$ 13.53	\$ 3,382.50	\$ 14.98	\$ 3,745.00	NB		NB	
11	Darling 3 ½' Fire Hydrant : Clow, Mueller or American	2	Ea.	NB		\$ 2,850.86	\$ 5,701.72	\$ 2,623.00	\$ 5,246.00	\$ 2,574.00	\$ 5,148.00	NB		NB		NB	
12	Darling 4' Fire Hydrant : Clow, Mueller or American Darling	2	Ea.	NB		\$ 2,912.70	\$ 5,825.40	\$ 2,687.00	\$ 5,374.00	\$ 2,637.00	\$ 5,274.00	NB		NB		NB	
13	Darling 4 ½' Fire Hydrant : Clow, Mueller or American	2	Ea.	NB		\$ 2,980.40	\$ 5,960.80	\$ 2,751.00	\$ 5,502.00	\$ 2,700.00	\$ 5,400.00	NB		NB		NB	
14	Darling 5' Fire Hydrant : Clow, Mueller or American	2	Ea.	NB		\$ 3,050.70	\$ 6,101.40	\$ 2,815.00	\$ 5,630.00	\$ 2,763.00	\$ 5,526.00	NB		NB		NB	
15	Darling 5 ½' Fire Hydrant : Clow, Mueller or American	2	Ea.	NB		\$ 3,120.15	\$ 6,240.30	\$ 2,879.00	\$ 5,758.00	\$ 2,826.00	\$ 5,652.00	NB		NB		NB	
16	Darling 6' Fire Hydrant : Clow, Mueller or American	2	Ea.	NB		\$ 3,200.65	\$ 6,401.30	\$ 2,943.00	\$ 5,886.00	\$ 2,889.00	\$ 5,778.00	NB		NB		NB	
17	Darling 7' Fire Hydrant : Clow, Mueller or American	2	Ea.	NB		\$ 3,285.70	\$ 6,571.40	\$ 3,007.00	\$ 6,014.00	\$ 2,951.00	\$ 5,902.00	NB		NB		NB	
18	Darling	2	Ea.	NB		\$ 3,388.67	\$ 6,777.34	\$ 3,135.00	\$ 6,270.00	\$ 3,077.00	\$ 6,154.00	NB		NB		NB	
19	6" Mueller Hydrant Extension Kit	12	Ea.	NB		NB		NB		\$ 449.00	\$ 5,388.00	NB		NB		NB	
20	12" Mueller Hydrant Extension Kit	10	Ea.	NB		NB		NB		\$ 520.00	\$ 5,200.00	NB		NB		NB	
21	6" Clow Hydrant Extension Kit	7	Ea.	NB		\$ 400.00	\$ 2,800.00	NB		\$ 818.48	\$ 5,729.36	NB		NB		NB	
22	12" Clow Hydrant Extension Kit	10	Ea.	NB		\$ 600.00	\$ 6,000.00	NB		\$ 955.76	\$ 9,557.60	NB		NB		NB	
23	6" M&H Hydrant Extension Kit	5	Ea.	NB		\$ 400.00	\$ 2,000.00	NB		\$ 802.75	\$ 4,013.75	\$ 736.64	\$ 3,683.20	NB		NB	
24	12" M&H Hydrant Extension Kit	5	Ea.	NB		\$ 600.00	\$ 3,000.00	NB		\$ 937.39	\$ 4,686.95	\$ 912.40	\$ 4,562.00	NB		NB	
25	6" American- Darling Hydrant Extension Kit	5	Ea.	NB		NB		\$ 320.00	\$ 1,600.00	\$ 376.00	\$ 1,880.00	NB		NB		NB	
26	12" American-Darling Hydrant Extension Kit	5	Ea.	NB		NB		\$ 373.00	\$ 1,865.00	\$ 438.40	\$ 2,192.00	NB		NB		NB	
27	2" valve Box Riser	12	Ea.	NB		\$ 25.00	\$ 300.00	NB		\$ 24.06	\$ 288.72	\$ 21.75	\$ 261.00	NB		NB	
28	4" Valve Box Riser	10	Ea.	NB		\$ 30.00	\$ 300.00	NB		\$ 40.00	\$ 400.00	\$ 35.50	\$ 355.00	NB		NB	
29	6" Valve Box Riser	8	Ea.	NB		\$ 40.00	\$ 320.00	NB		\$ 50.63	\$ 405.04	\$ 48.50	\$ 388.00	NB		NB	
30	Clow Traffic Safety Flange Repair Kit	10	Ea.	NB		\$ 150.00	\$ 1,500.00	NB		\$ 370.24	\$ 3,702.40	NB		NB		NB	
31	Mueller Traffic Safety Flange Repair Kit	10	Ea.	NB		NB		NB		\$ 241.00	\$ 2,410.00	NB		NB		NB	
32	M&H Traffic Safety Flange Repair Kit	10	Ea.	NB		\$ 150.00	\$ 1,500.00	NB		\$ 363.12	\$ 3,631.20	\$ 338.00	\$ 3,380.00	NB		NB	
33	American-Darling Traffic Safety Repair Kit	10	Ea.	NB		NB		\$ 198.00	\$ 1,980.00	\$ 268.00	\$ 2,680.00	NB		NB		NB	L

34	2" Flush Hydrant (K77 Mainguard Post Hydrant)	5	Ea.	NB		\$ 650.00	\$ 3,250.00	NB		\$ 982.00	\$ 4,910.00	\$ 875.50	\$ 4,377.50	NB		NB	
	WINNING BID ITEM TOTALS				\$ -		\$ 30,122.50		\$ 5,445.00		\$ 72,805.20		\$ 261.00		\$ -		\$ -
	TOTAL BID AMOUNT				s -		\$ 96,937.16		\$ 51,125.00		\$ 126,695.22		\$ 44,275.15		s -		s -

2. MET	TERS, METER BOXES AND SMALL MET	ER BOX (LID ONLY)	BID OPENIN	<u>\G</u>	Material Bi	d #24-01												
	Description	<u>Qty</u>	<u>U.O.M.</u>	Aqua-Metric Bid Amt	Total Bid	Benmark Supply Co	Total Bid	Core & N		Total Bid	Ferguson Enterprises Bid	Total Bid	Fortiline Bid Amt	Total Bid	Hydropro Solutions Bid	Total Bid	Zenner USA Bid Amt	Total Bid	1
35	5/8"X3/4" polymer composite static meter with TRPL connector	6000	Ea.	\$ 111.54	\$ 669,240.00	NB		NB			NB		NB		\$ 140.00	\$ 840,000.00	NB		Or
36	5/8"X3/4" high copper alloy static meter with TRPL connector	6000	Ea.	NB		NB		\$	130.53	\$ 783,180.00	NB		\$ 153.00	\$ 918,000.00	NB		\$ 120.48	\$ 722,880.00))
37	5/8"X3/4" stainless steel type 316 static meter with TRPL connector	6000	Ea.	NB		NB		NB			NB		NB		NB		NB		
38	1" polymer composite static meter with TRPL connector	100	Ea.	\$ 173.07	\$ 17,307.00	NB		NB			NB		NB		\$ 219.25	\$ 21,925.00	NB		0
39	1" high copper alloy static meter with TRPL connector	100	Ea.	NB		NB		Ś	324.85	\$ 32,485.00	NB		\$ 221.00	\$ 22,100.00	NB	,	\$ 128.84	\$ 12,884.00	5
40	1" stainless steel type 316 static meter with TRPL connector	100	Ea.	NB		NB		NB	32.00	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	NB		NB	7 ==,====	NB		NB		
41	1-1/2" X 13" Ultrasonic Meter w/Flange Ends and TRPL connector	5	Ea.	\$ 1.691.58	\$ 8,457.90			\$	729.69	\$ 3,648.45	NB		\$ 571.00	\$ 2,855,00	\$ 1,250.00	\$ 6,250.00		\$ 659.50	,
42	2" X 17" Ultrasonic Meter w/Flange Ends and TRPL connector	8	Ea.	\$ 1,909.27						\$ 7,055.20	NB		\$ 738.00			\$ 12,080.00			
43	3" X 17" Ultrasonic Meter w/Flange Ends and TRPL connector	5	Ea.	\$ 2,284.38						\$ 13,226.35	NB		\$ 1,983.00						
44	2" Meter Flange Gasket & Bolt Pack (w/o brass flange)	50	Ea.	NB	Ţ 11,121190	\$ 4.55	\$ 227.50	NB	.,0 .5.2.	7 10)220.03	\$ 8.25	\$ 412.50	7 2,000.00						
45	2" Brass Meter Flange	12	Ea.	NB		\$ 36.40		NB			\$ 42.80								
46	1-1/2" Meter Flange Gasket & Bolt Pack (w/o brass flange)	25	Ea.	NB		NB	7	NB			\$ 8.25								
47	1-1/2" Brass Meter Flange	12	Ea.	NB		\$ 32.20	\$ 386.40	NB			\$ 38.20						\$ 60.00		
48	3/4" x 1/8" Meter Gaskets	1500	Ea.	NB		\$ 0.09		NB			\$ 0.22								
49	1300-12-1T 63D plastic, rectangular, black box with black plastic lid with recessed hole for	500	Ea.	NB		\$ 30.00	\$ 15,000.00	\$	25.56	\$ 12,780.00	\$ 24.00	\$ 12,000.00	\$ 25.56	\$ 12,780.00	\$ 28.00	\$ 14,000.00	NB	-	
50	Lid black plastic With resessed hole for AMI antenna.	100	Ea.	NB		\$ 20.50	\$ 2,050.00	s	9.75	\$ 975.00	\$ 10.00	\$ 1,000.00	\$ 9.74			\$ 1,400.00	NB		
51	1KF 63D rectangular with black plastic lid With resessed hole for AMI antenna.	5	Ea.	NB		\$ 250.00				\$ 211.75									
52	rectangular with black plastic lid With resessed hole for AMI antenna.	5	Ea.	NB		\$ 30.00	\$ 150.00	\$	42.35	•									1
	WINNING BID ITEM TOTALS				\$ 686,547.00		\$ 1,762.50			\$ -		\$ 12,000.00		\$ 10,621.23		\$ 8,242.15		\$ -	1
	TOTAL BID AMOUNT				\$ 721,700.96		\$ 19,635.70			\$ 853,773.50		\$ 16,555.75		\$ 976,084.58		\$ 907,935.65		\$ 742,626.03	3

Only choosing one of these out of 35-37

Only choosing one of these out of 35-37

3. BRASS SADDLES AND FITTINGS <u>BID OPENING</u> <u>Material Bid #24-01</u>

	<u>Description</u>	Qty	<u>U.O.M</u>	Aqua-Metric Bid Amt	Total Bid	Benmark Bid Amt	Total Bid	Core & Main Bid Amt	Total Bid	Ferguson Enterprises Bid Amt	Total Bid	Fortiline Bid Amt	Total Bid	Hydropro Bid Amt	Total Bid	Zenner USA Bid Amt	Total Bid
	6" x 3/4" C-900 Hinged Tapping Saddle with cc																
53	Thread	25	Ea.	NB		\$ 70.00	\$ 1,750.00	\$ 53.30	\$ 1,332.50	\$ 56.00	\$ 1,400.00	\$ 55.89	\$ 1,397.25	NB		NB	
	6" x 1" C-900 Hinged Tapping Saddle with cc		-														
54	Thread	25	Ea.	NB		\$ 70.00	\$ 1,750.00	\$ 53.30	\$ 1,332.50	\$ 56.00	\$ 1,400.00	\$ 55.59	\$ 1,389.75	NB		NB	
	8" x ³ / ₄ " C-900Hinged Tapping Saddle with cc	10	Ea.	NID		A 05.00	.	74.50	745.00	4 70.00	, 700 00	4 70.00	4 702.20	NID		ND	
55	Thread 8" x 1" C-900 Hinged Tapping Saddle with cc	10	Ea.	NB		\$ 85.00	\$ 850.00	\$ 74.60	\$ 746.00	\$ 78.00	\$ 780.00	\$ 78.23	\$ 782.30	NB		NB	
56	Thread	10	Ea.	NB		\$ 85.00	\$ 850.00	\$ 74.60	\$ 746.00	\$ 78.00	\$ 780.00	\$ 77.81	\$ 778.10	NB		NB	
30	Tinead	10	Lu.	ND		\$ 85.00	\$ 850.00	74.00	740.00	\$ 78.00	\$ 780.00	\$ 77.01	3 776.10	ND		NB	
57	2" x 1" Tapping Saddle (2.90 o.d.)	2	Ea.	NB		\$ 100.00	\$ 200.00	\$ 28.76	\$ 57.52	\$ 24.00	\$ 48.00	\$ 24.53	\$ 49.06	NB		NB	
	11 8																
58	6" x 2" Tapping Saddle (6.63 o.d.)	2	Ea.	NB		\$ 113.00	\$ 226.00	\$ 100.57	\$ 201.14	\$ 105.00	\$ 210.00	\$ 105.46	\$ 210.92	NB		NB	
59	8" x 2" Tapping Saddle	2	Ea.	NB		\$ 125.00	\$ 250.00	\$ 103.69	\$ 207.38	\$ 108.00	\$ 216.00	\$ 119.76	\$ 239.52	NB		NB	
	3/4" Ball Angle Stop Reduced Port Q-nut																
60	compression by Meter Nut w/Lock Wing	150	Ea.	NB		\$ 88.00	\$ 13,200.00	\$ 45.97	\$ 6,895.50	\$ 49.00	\$ 7,350.00	\$ 44.92	\$ 6,738.00	NB		NB	
(1	2/N 5/0N 21/NN(, G)	27.5	г											, m			
61	³ / ₄ " x 5/8" x 2 ½" Meter Coupling	375	Ea.	NB		\$ 12.00	\$ 4,500.00	\$ 9.85	\$ 3,693.75	\$ 9.10	\$ 3,412.50	\$ 10.16	\$ 3,810.00	NB		NB	
62	³ / ₄ " x ³ / ₄ " x 1" Tee (Q-nut compression)	50	Ea.	NB		\$ 140.00	\$ 7,000.00	\$ 47.61	\$ 2,380.50	\$ 49.00	\$ 2,450.00	\$ 51.31	\$ 2,565.50	NB		NB	
02	3/4" Corp. stop (ball valve) Q-nut by cc Thread	30	La.	ND		3 140.00	\$ 7,000.00	\$ 47.01	\$ 2,380.30	\$ 43.00	\$ 2,430.00	J 31.31	\$ 2,303.30	ND		ND	
63	Male	50	Ea.	NB		\$ 65.00	\$ 3,250.00	\$ 48.94	\$ 2,447.00	\$ 51.75	\$ 2,587.50	\$ 52.74	\$ 2,637.00	NB		NB	
- 05	1" Corp. Stop (ball valve) Q-nut by cc Thread		2	TVD		Ç 05.00	ÿ 3,230.00	ý 40.54	2,447.00	ψ 31.73	2,307.30	y 32.74	2,037.00	TVD		TVD	
64	Male	50	Ea.	NB		\$ 77.00	\$ 3,850.00	\$ 64.35	\$ 3,217.50	\$ 68.00	\$ 3,400.00	\$ 64.35	\$ 3,217.50	NB		NB	
	2" Corp. Stop (ball valve) Q-nut by cc Thread																
65	Male	12	Ea.	NB		\$ 304.50	\$ 3,654.00	\$ 238.53	\$ 2,862.36	\$ 254.00	\$ 3,048.00	\$ 238.53	\$ 2,862.36	NB		NB	
	2" Angle Stop (ball valve) Q-nut by 2" Meter																
66	Flange w/Lock Wing	12	Ea.	NB		\$ 405.00	\$ 4,860.00	\$ 337.30	\$ 4,047.60	\$ 335.00	\$ 4,020.00	\$ 337.30	\$ 4,047.60	NB		NB	
	1" Angle Stop Ball Valve Q-nut Compression																
67	by 1" Meter Nut w/Lock Wing	7	Ea.	NB		\$ 70.00	\$ 490.00	\$ 116.23	\$ 813.61	\$ 97.50	\$ 682.50	\$ 91.30	\$ 639.10	NB		NB	
	1 ½" Corp. Stop (ball valve) Q-nut by cc	_												, m			
68	Thread Male	5	Ea.	NB		\$ 188.00	\$ 940.00	\$ 144.21	\$ 721.05	\$ 154.00	\$ 770.00	\$ 145.71	\$ 728.55	NB		NB	
69	1 ½" Angle Stop (ball valve) Q-nut by 1 ½" Meter Flange w/Lock Wing	5	Ea.	NB		\$ 320.00	\$ 1,600.00	\$ 265.73	\$ 1,328.65	\$ 263.00	\$ 1,315.00	\$ 268.49	\$ 1,342.45	NID		NB	
07	Wieter Flange Wilder Wing	3	Lu.	ND		\$ 320.00	3 1,000.00	\$ 203.73	ÿ 1,328.03	\$ 203.00	7 1,313.00	\$ 200.49	3 1,342.43	ND		ND	
70	3/4" Stainless Steel Inserts	375	Ea.	NB		\$ 1.70	\$ 637.50	\$ 1.45	\$ 543.75	\$ 2.03	\$ 761.25	\$ 1.55	\$ 581.25	NB		NB	
						20	. 337.30	2.43	3.3.73	. 2.03			, 502.25				
71	1" Stainless Steel Inserts	375	Ea.	NB		\$ 2.00	\$ 750.00	\$ 1.53	\$ 573.75	\$ 2.18	\$ 817.50	\$ 1.65	\$ 618.75	NB		NB	
72	2" x 2" Tees (MJ)	5	Ea.	NB		\$ 68.15	\$ 340.75	NB		\$ 113.30	\$ 566.50	\$ 105.60	\$ 528.00	NB		NB	
									l .	1.							
73	3/4" 3 Part Union Q-nut Compression Ends	50	Ea.	NB		\$ 7.00	\$ 350.00	\$ 18.47	\$ 923.50	\$ 20.00	\$ 1,000.00	\$ 18.46	\$ 923.00	NB		NB	
7.4	In a position of the second	50	Г	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		4 40.00										\ \m	
74	1" 3 Part Union Q-nut Compression Ends	50	Ea.	NB		\$ 10.00	\$ 500.00	\$ 21.13	\$ 1,056.50	\$ 22.00	\$ 1,100.00	\$ 21.12	\$ 1,056.00	NB		NB	
75	3/4" Ball Angle Stop Reduced Port Flare by Meter Nut w/Lock Wing	50	Ea.	NB		\$ 98.00	\$ 4,900.00	\$ 45.15	\$ 2,257.50	\$ 48.25	\$ 2,412.50	\$ 45.17	\$ 2,258.50	NB		NB	
13	WICICI INUL W/LOCK WING	30	Ea.	GIVI		00.00 ډ	\$ 4,900.00	3 45.15	<i>⊋</i> 2,257.50	<i>φ</i> 48.25	<i>ϕ</i> 2,412.50	<i>ϕ</i> 45.1/	<i>ϕ</i> 2,238.50	IND		UND	
	WINNING BID ITEM TOTALS				s -		\$ 1,680.75		\$ 19,568.93		\$ 8,795.50		\$ 6,738.00		s -		s -
	WARRIO DID TIEM TOTALD			 	-		- 2,000.73		- 25,500.55	1	5,755.50		, 0,730.00		-		-
	TOTAL BID AMOUNT				s -		\$ 56,698.25		\$ 38,385.56		\$ 40,527.25		\$ 39,400.46		s -		s -

4. CLAM	IPS, COUPLINGS, TAPPING SLEEVES A	AND GAT	TE VALVES	BID OPENI	NG	Material Bi	d #24-01								=			
	<u>Description</u>	<u>Oty</u>	<u>U.O.M</u>	Aqua-Metric Bid Amt	Total Bid	Benmark Bid Amt	Total Bid	Core & Ma		Total Bid	Ferguson Enterprises Bid	Total Bid	Fortiline Bid Amt	Total Bid	Hydropro Bid Amt	Total Bid	Zenner USA Bid Amt	Total Bid
76	2" Hymax Coupling	10	Ea.	NB		\$ 140.00	\$ 1,400.00	\$ 1	107.60	\$ 1,076.00	\$ 136.03	\$ 1,360.30	\$ 132.63	\$ 1,326.30	NB		NB	
77	6" Hymax Coupling	25	Ea.	NB		\$ 300.00	\$ 7,500.00	\$ 2	235.18	\$ 5,879.50	\$ 304.52	\$ 7,613.00	\$ 296.76	\$ 7,419.00	NB		NB	
78	8" Hymax Coupling	15	Ea.	NB		\$ 338.25	\$ 5,073.75	\$ 2	266.33	\$ 3,994.95	\$ 343.81	\$ 5,157.15	\$ 333.95	\$ 5,009.25	NB		NB	
79	10" Hymax Coupling	5	Ea.	NB		\$ 365.30	\$ 1,826.50	NB			\$ 467.65	\$ 2,338.25	\$ 431.25	\$ 2,156.25	NB		NB	
80	12" Hymax Coupling	5	Ea.	NB		\$ 442.00	\$ 2,210.00	NB			\$ 624.55	\$ 3,122.75	\$ 509.03	\$ 2,545.15	NB		NB	
81	6" Solid Sleeve	10	Ea.	NB		\$ 95.60	\$ 956.00	NB			\$ 96.04	\$ 960.40	\$ 99.48	\$ 994.80	NB		NB	
82	8" Solid Sleeve	10	Ea.	NB		\$ 150.55	\$ 1,505.50	NB			\$ 154.84	\$ 1,548.40	\$ 158.48	\$ 1,584.80	NB		NB	
83	10" Solid Sleeve	5	Ea.	NB		\$ 180.50	\$ 902.50	NB			\$ 184.73	\$ 923.65	\$ 189.48	\$ 947.40	NB		NB	
84	12" Solid Sleeve	5	Ea.	NB		\$ 240.90	\$ 1,204.50	NB			\$ 248.43	\$ 1,242.15	\$ 252.48	\$ 1,262.40	NB		NB	
85	2"x 7.5" Full Circle Clamp (2.35 - 2.63 o. d.)	10	Ea.	NB		\$ 74.50	\$ 745.00	\$	63.17	\$ 631.70	\$ 67.86	\$ 678.60	\$ 52.36	\$ 523.60	NB		NB	
86	2"x12.5" Full Circle Clamp (2.35 - 2.63 o. d.)	10	Ea.	NB		\$ 100.00	\$ 1,000.00	\$ 1	103.15	\$ 1,031.50	\$ 110.80	\$ 1,108.00	\$ 79.03	\$ 790.30	NB		NB	
87	6"x 7.5" Full Circle Clamp (6.84 - 7.64 o. d.)	15	Ea.	NB		\$ 90.00	\$ 1,350.00	\$ 1	149.01	\$ 2,235.15	\$ 160.07	\$ 2,401.05	\$ 86.70	\$ 1,300.50	NB		NB	
88	6"x 12.5" Full Circle Clamp (6.84 - 7.64 o.d.)	15	Ea.	NB		\$ 145.00	\$ 2,175.00	\$ 2	235.61	\$ 3,534.15	\$ 253.10	\$ 3,796.50	\$ 120.38	\$ 1,805.70	NB		NB	
89	8"x7.5" Full Circle Clamp (8.99 - 9.79 o.d.)	4	Ea.	NB		\$ 140.00	\$ 560.00	\$ 1	166.83	\$ 667.32	\$ 179.21	\$ 716.84	\$ 88.28	\$ 353.12	NB		NB	
90	10"x7.5"Full Circle Clamp (11.60 - 12.40 o.d.)	3	Ea.	NB		\$ 190.00	\$ 570.00	\$ 2	299.28	\$ 897.84	\$ 321.55	\$ 964.65	\$ 121.49	\$ 364.47	NB		NB	
91	12"x7.5" Full Circle Clamp (14.00 - 14.40 o.d.)	2	Ea.	NB		\$ 250.00	\$ 500.00	\$ 3	329.84	\$ 659.68	\$ 354.33	\$ 708.66	\$ 121.49	\$ 242.98	NB		NB	
92	6"x 7.5"x ³ / ₄ " Full Circle Tap(6.84 - 7.64 o.d.)	10	Ea.	NB		\$ 240.00	\$ 2,400.00	\$ 1	180.73	\$ 1,807.30	\$ 194.24	\$ 1,942.40	\$ 96.77	\$ 967.70	NB		NB	
93	6"x 12.5"x 3/4"Full Circle Tap(6.84 - 7.64 o.d.)	10	Ea.	NB		\$ 260.00	\$ 2,600.00	\$ 2	267.34	\$ 2,673.40	\$ 287.30	\$ 2,873.00	\$ 136.39	\$ 1,363.90	NB		NB	
94	2" MJ Kit W/Gland	15	Ea.	NB		NB		NB			\$ 20.53	\$ 307.95	\$ 19.48	\$ 292.20	NB		NB	
95	3" Hydrant Gate Valves-with stick handle	2	Ea.	NB		NB		NB			NB		NB		NB		NB	
96	6" MJ/MJ Gate Valve	7	Ea.	NB		\$ 900.00	\$ 6,300.00	\$ 8	302.00	\$ 5,614.00	\$ 779.00	\$ 5,453.00	NB		NB		NB	
97	6" MJ/FLG Gate Valve	5	Ea.	NB		\$ 1,000.00	\$ 5,000.00	\$ 8	302.00	\$ 4,010.00	\$ 779.00	\$ 3,895.00	NB		NB		NB	
98	8" MJ/MJ Gate Valve	2	Ea.	NB		\$ 1,440.25	\$ 2,880.50	\$ 1,2	277.00	\$ 2,554.00	\$ 1,239.00	\$ 2,478.00	NB		NB		NB	
99	8" MJ/FLG Gate Valve	2	Ea.	NB		\$ 1,500.50	\$ 3,001.00	\$ 1,2	254.00	\$ 2,508.00	\$ 1,239.00	\$ 2,478.00	NB		NB		NB	
100	6" MJ Kit W/Gland	12	Ea.	NB		\$ 60.00	\$ 720.00	NB			\$ 36.37	\$ 436.44	\$ 32.99	\$ 395.88	NB		NB	
101	2" MJ Kit Less Gland	12	Ea.	NB		\$ 12.00	\$ 144.00	NB			\$ 14.46	\$ 173.52	\$ 12.83	\$ 153.96	NB		NB	
102	6" MJ Kit Less Gland	12	Ea.	NB		\$ 20.00	\$ 240.00	NB			\$ 23.47	\$ 281.64	\$ 20.48	\$ 245.76	NB		NB	
103	8" MJ Kit Less Gland	12	Ea.	NB		\$ 22.50	\$ 270.00	NB			\$ 26.40	\$ 316.80	\$ 23.13	\$ 277.56	NB		NB	
104	10" MJ Kit Less Gland	5	Ea.	NB		\$ 30.00	\$ 150.00	NB			\$ 35.20	\$ 176.00	\$ 32.69	\$ 163.45	NB		NB	
105	12" MJ Kit Less Gland	5	Ea.	NB		\$ 33.00	\$ 165.00	NB			\$ 36.37	\$ 181.85	\$ 31.88	\$ 159.40	NB		NB	
106	12" MJ/MJ Gate Valve	2	Ea.	NB		\$ 2,835.30	\$ 5,670.60	\$ 2,5	520.00	\$ 5,040.00	\$ 2,439.00	\$ 4,878.00	NB		NB		NB	
107	2" MJ 90° Ductile Iron	10	Ea.	NB		\$ 55.00	\$ 550.00	NB			\$ 141.90	\$ 1,419.00	\$ 74.80	\$ 748.00	NB		NB	
108	3" Hymax Coupling	12	Ea.	NB		\$ 176.40	\$ 2,116.80	NB			\$ 179.44	\$ 2,153.28	\$ 174.96	\$ 2,099.52	NB		NB	
109	4" Hymax Coupling	6	Ea.	NB		\$ 225.75	\$ 1,354.50	NB			\$ 229.94	\$ 1,379.64	\$ 224.21	\$ 1,345.26	NB		NB	

	Gr	and Total:		\$ 1,443,401.92		\$ 242,005.3	5	\$ 988,098.55		\$	253,779.07		\$ 1,100,459.64		\$ 907,935.65		\$ 742,626.03
										Ť	·						
OVERALL PURCHASE ORDER TOTAL				\$ 686,547.00		\$ 44,052.8		\$ 35,964.38		\$	112,782.70		\$ 32,788.16		\$ 8,242.15		\$ -
TOTAL BID AMOUNT				\$ 721,700.96		\$ 68,734.2	;	\$ 44,814.49		\$	70,000.85		\$ 40,699.45		\$ -		\$ -
WINNING BID ITEM TOTALS				\$ -		\$ 10,487.1)	\$ 10,950.45		\$	19,182.00		\$ 15,167.93		\$ -		\$ -
119 8" Clay to PVC Non Shear Coupling	10	Ea.	NB		\$ 75.00	\$ 750.0	NB		\$	69.24 \$	692.40	\$ 49.38	\$ 493.80	NB	1	NB	
118 6" Clay to PVC Non Shear Coupling	10	Ea.	NB		\$ 50.00	\$ 500.0	NB		\$	60.87 \$	608.70	\$ 44.38	\$ 443.80	NB		NB	
117 4" Clay to PVC Non Shear Coupling	10	Ea.	NB		\$ 40.00	\$ 400.0) NB		\$	35.89 \$	358.90	\$ 26.38	\$ 263.80	NB		NB	
116 Valve Box Lid only (7¾")	8	Ea.	NB		\$ 17.00	\$ 136.0	NB		\$	19.20 \$	153.60	\$ 18.00	\$ 144.00	NB		NB	
115 Valve Box W/Lid 10"(box) 7¾"(lid)	10	Ea.	NB		\$ 76.00	\$ 760.0	NB		\$	65.60 \$	656.00	\$ 52.00	\$ 520.00	NB		NB	
114 6"x13" Hydrant Coupling	3	Ea.	NB		\$ 170.50	\$ 511.5	NB		\$ 1	.72.48 \$	517.44	\$ 169.48	\$ 508.44	NB		NB	
113 6" Anchor Coupling (DI)	3	Ea.	NB		\$ 130.70	\$ 392.1	NB		\$ 1	.72.48 \$	517.44	\$ 184.48	\$ 553.44	NB		NB	
112 12" MJ Kit W/Gland	5	Ea.	NB		\$ 138.50	\$ 692.5	NB		\$	59.25 \$	296.25	\$ 51.48	\$ 257.40	NB		NB	
111 10" MJ Kit W/Gland	5	Ea.	NB		\$ 130.20	\$ 651.0	NB		\$	57.49 \$	287.45	\$ 52.48	\$ 262.40	NB		NB	
110 8" MJ Kit W/Gland	12	Ea.	NB		\$ 75.00	\$ 900.0	NB		Ś	37.40 \$	448.80	\$ 34.48	\$ 413.76	NB		NB	

PO Grand Total \$ 920,377.24

that are bid (list item number and type of exception):

STATE OF TEXAS COUNTY OF BELL

THIS AGREEMENT, made and entered into this _____day of _______, 20____, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner." and Aqua-Metric Sales Co, of the City of Selma, Counties of Guadalupe and the State of Texas, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

<u>Bid # 24-01 Water & Sewer Supply Items</u> and all Work in accordance with the Invitation to Bid and Addenda (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the **City of Killeen** and approved by OWNER, and OWNER agrees to pay the following unit prices to CONTRACTOR:

Item #	Description	Qty	U.O.M.	Unit Cost	Plant Location
35	5/8"X3/4" polymer composite static meter with TRPL connector	6000	Ea.	\$ 111.54	
38	1" polymer composite static meter with TRPL connector	100	Ea.	\$ 173.07	

Line items per outlined attached bid tabulation are based upon estimated quantities only and are not guaranteed.

Per referenced Bid # 24-01, Water & Sewer Supply Items - Specifications

Term of Contract and Option to Extend:

This contract shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract will be renewed pursuant to the availability of funds and at the discretion of the City.

- A **Option Clause:** It is agreed that the City will have the option to extend the contract for up to one (1) additional one (1) year term. This option will occur automatically at the end of the previous term unless the City / Contractor serve notice 60 days prior to contract termination or the end of any extension period. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the contractor may submit documentation requesting permission to increase pricing no later than 90 days prior to the end of each one (1) year of contract. If the contractor fails to give timely notice, price may not be increased. Escalation may only occur after the initial one (1) year of contract or after extension renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

Pricing & Term Renewals:

A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

B. Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

Any request in price change with supporting documentation shall be sent to:

City of Killeen Attn: Purchasing Division 802 N. 2nd Street Building E, 2nd Floor Killeen, TX 76541

On the envelope place "Price Change Notification Bid No. 24-01

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates.

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.

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).

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.

Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. 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

Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

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

 \square Yes, Others can purchase \square No, Only the City can purchase.

The City reserves the right to purchase all material / services from the next most responsible bidder for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 24-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available finds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWN	NER	CONTRACTOR
By:_		By:
	City of Killeen	
	Date	Date
	Title of Signatory	Printed Name of Signatory
By:_		
	City Attorney	Title of Signatory, Authorized Representative
	Date	
		ATTEST (as applicable)

STATE OF TEXAS COUNTY OF BELL

THIS AGREEMENT, made and entered into this _____day of ______, 20____, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner." and Benmark Supply Co, of the City of <u>Liberty Hill</u>, Counties of <u>Williamson</u>, and the State of <u>Texas</u>, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

<u>Bid # 24-01 Water & Sewer Supply Items</u> and all Work in accordance with the Invitation to Bid and Addenda (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the **City of Killeen** and approved by OWNER, and OWNER agrees to pay the following unit prices to CONTRACTOR:

Item #	Description	Qty	U.O.M	U	nit Price	Plant Location
1	3/4" Endopure Poly Tubing/300' Rolls	600	Ft.	\$	0.30	
2	1" Endopure Poly Tubing/300' Rolls	600	Ft.	\$	0.60	
7	12" C-900 (dr 18) water pipe	125	Ft.	\$	45.00	
10	8" SDR 26 Sewer Pipe	250	Ft.	\$	13.15	
21	6" Clow Hydrant Extension Kit	7	Ea.	\$	400.00	
22	12" Clow Hydrant Extension Kit	10	Ea.	\$	600.00	
23	6" M&H Hydrant Extension Kit	5	Ea.	\$	400.00	
24	12" M&H Hydrant Extension Kit	5	Ea.	\$	600.00	
28	4" Valve Box Riser	10	Ea.	\$	30.00	
29	6" Valve Box Riser	8	Ea.	\$	40.00	
30	Clow Traffic Safety Flange Repair Kit	10	Ea.	\$	150.00	
31	M&H Traffic Safety Flange Repair Kit	10	Ea.	\$	150.00	
34	2" Flush Hydrant (K77 Mainguard Post Hydrant)	5	Ea.	\$	650.00	
	2" Meter Flange Gasket & Bolt Pack (w/o brass					
	flange)	50	Ea.	\$	4.55	
48	3/4" x 1/8" Meter Gaskets	1500	Ea.	\$	0.09	
	1-1/2 - 2" Large Meter Box. DFW1730wbc -18-					
	1KF 63D rectangular with black plastic lid With					
51	resessed hole for AMI antenna.	5	Ea.	\$	250.00	
	1" Medium Meter Box. DFW1600.12.1T 63D					
	rectangular with black plastic lid With resessed					
52	hole for AMI antenna.	5	Ea.	\$	30.00	
	1" Angle Stop Ball Valve Q-nut Compression by					
67	1" Meter Nut w/Lock Wing	7	Ea.	\$	70.00	
72	2" x 2" Tees (MJ)	5	Ea.	\$	68.15	
73	¾" 3 Part Union Q-nut Compression Ends	50	Ea.	\$	7.00	
74	1" 3 Part Union Q-nut Compression Ends	50	Ea.	\$	10.00	
79	10" Hymax Coupling	5	Ea.	\$	365.30	
80	12" Hymax Coupling	5	Ea.	\$	442.00	

81	6" Solid Sleeve	10	Ea.	\$ 95.60	
82	8" Solid Sleeve	10	Ea.	\$ 150.55	
83	10" Solid Sleeve	5	Ea.	\$ 180.50	
84	12" Solid Sleeve	5	Ea.	\$ 240.90	
101	2" MJ Kit Less Gland	12	Ea.	\$ 12.00	
102	6" MJ Kit Less Gland	12	Ea.	\$ 20.00	
103	8" MJ Kit Less Gland	12	Ea.	\$ 22.50	
104	10" MJ Kit Less Gland	5	Ea.	\$ 30.00	
107	2" MJ 90° Ductile Iron	10	Ea.	\$ 55.00	
113	6" Anchor Coupling (DI)	3	Ea.	\$ 130.70	
116	Valve Box Lid only (7¾")	8	Ea.	\$ 17.00	

Line items per outlined attached bid tabulation are based upon estimated quantities only and are not guaranteed.

Per referenced Bid # 24-01, Water & Sewer Supply Items - Specifications

Term of Contract and Option to Extend:

This contract shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract will be renewed pursuant to the availability of funds and at the discretion of the City.

- A **Option Clause:** It is agreed that the City will have the option to extend the contract for up to one (1) additional one (1) year term. This option will occur automatically at the end of the previous term unless the City / Contractor serve notice 60 days prior to contract termination or the end of any extension period. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the contractor may submit documentation requesting permission to increase pricing no later than 90 days prior to the end of each one (1) year of contract. If the contractor fails to give timely notice, price may not be increased. Escalation may only occur after the initial one (1) year of contract or after extension renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

Pricing & Term Renewals:

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- **B.** Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

Any request in price change with supporting documentation shall be sent to:

City of Killeen Attn: Purchasing Division 802 N. 2nd Street Building E, 2nd Floor Killeen, TX 76541

On the envelope place "Price Change Notification Bid No. 24-01

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates.

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.

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).

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.

Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. 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 Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

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Contractor hereby agrees to abide by all requirements signed in Bid # 24-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available finds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

1WO	NER	CONTRACTOR
By:_		By:
	City of Killeen	
	Date	Date
	Title of Signatory	Printed Name of Signatory
By:_		
<i>y</i> —	City Attorney	Title of Signatory, Authorized Representative
	Date	
		ATTEST (as applicable)

STATE OF TEXAS COUNTY OF BELL

THIS AGREEMENT, made and entered into this _____day of _______, 20____, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner." and Core & Main LP, of the City of Meridian, Counties of Ada, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

<u>Bid # 24-01 Water & Sewer Supply Items</u> and all Work in accordance with the Invitation to Bid and Addenda (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the **City of Killeen** and approved by OWNER, and OWNER agrees to pay the following unit prices to CONTRACTOR:

Item#	Description	Qty	U.O.M	Ur	nit Price	Plant Location
	6" American- Darling Hydrant Extension					
25	Kit	5	Ea.	\$	320.00	
	12" American-Darling Hydrant Extension					
26	Kit	5	Ea.	\$	373.00	
33	American-Darling Traffic Safety Repair Kit	10	Ea.	\$	198.00	
	6" x ¾" C-900 Hinged Tapping Saddle with					
53	cc Thread	25	Ea.	\$	53.30	
	6" x 1" C-900 Hinged Tapping Saddle with					
54	cc Thread	25	Ea.	\$	53.30	
	8" x ¾" C-900Hinged Tapping Saddle with					
55	cc Thread	10	Ea.	\$	74.60	
	8" x 1" C-900 Hinged Tapping Saddle with					
56	cc Thread	10	Ea.	\$	74.60	
58	6" x 2" Tapping Saddle (6.63 o.d.)	2	Ea.	\$	100.57	
59	8" x 2" Tapping Saddle	2	Ea.	\$	103.69	
62	¾" x ¾" x 1" Tee (Q-nut compression)	50	Ea.	\$	47.61	
	¾" Corp. stop (ball valve) Q-nut by cc					
63	Thread Male	50	Ea.	\$	48.94	
	1" Corp. Stop (ball valve) Q-nut by cc					
64	Thread Male	50	Ea.	\$	64.35	
	2" Corp. Stop (ball valve) Q-nut by cc					
65	Thread Male	12	Ea.	\$	238.53	
	1½" Corp. Stop (ball valve) Q-nut by cc					
68	Thread Male	5	Ea.	\$	144.21	
70	¾" Stainless Steel Inserts	375	Ea.	\$	1.45	
71	1" Stainless Steel Inserts	375	Ea.	\$	1.53	
	¾" Ball Angle Stop Reduced Port Flare by					
75	Meter Nut w/Lock Wing	50	Ea.	\$	45.15	
76	2" Hymax Coupling	10	Ea.	\$	107.60	
77	6" Hymax Coupling	25	Ea.	\$	235.18	
78	8" Hymax Coupling	15	Ea.	\$	266.33	

Line items per outlined attached bid tabulation are based upon estimated quantities only and are not guaranteed.

Per referenced Bid # 24-01, Water & Sewer Supply Items - Specifications

Term of Contract and Option to Extend:

This contract shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract will be renewed pursuant to the availability of funds and at the discretion of the City.

- A **Option Clause:** It is agreed that the City will have the option to extend the contract for up to one (1) additional one (1) year term. This option will occur automatically at the end of the previous term unless the City / Contractor serve notice 60 days prior to contract termination or the end of any extension period. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. **Escalation Clause:** Should market conditions prevail which dictate an increase, the contractor may submit documentation requesting permission to increase pricing no later than 90 days prior to the end of each one (1) year of contract. If the contractor fails to give timely notice, price may not be increased. Escalation may only occur after the initial one (1) year of contract or after extension renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

Pricing & Term Renewals:

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- **B.** Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

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On the envelope place "Price Change Notification Bid No. 24-01

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates.

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.

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).

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.

Cooperative Governmental Purchasing Notice

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Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

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

\square Yes, Others can purchase \square No, Only the City can purchase.

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Contractor hereby agrees to abide by all requirements signed in Bid # 24-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available finds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWNER		CONTRACTOR				
Ву:	City of Killeen	Ву:				
	Date	Date				
	Title of Signatory	Printed Name of Signatory				
By:_						
	City Attorney	Title of Signatory, Authorized Representative				
	Date					
		ATTEST (as applicable)				

STATE OF TEXAS COUNTY OF BELL

THIS AGREEMENT, made and entered into this _____day of _______, 20____, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner." and Ferguson Enterprises LLC, of the City of Killeen, Counties of Bell, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

<u>Bid # 24-01 Water & Sewer Supply Items</u> and all Work in accordance with the Invitation to Bid and Addenda (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the **City of Killeen** and approved by OWNER, and OWNER agrees to pay the following unit prices to CONTRACTOR:

Item#	Description	Qty	U.O.M	Unit Price	Plant Location
3	4" C900 (DR 18) water pipe	80	Ft.	\$ 6.15	
4	6" C900 (DR 18) water pipe	250	Ft.	\$ 12.58	
5	8" C-900 (DR 18) water pipe	150	Ft.	\$ 21.56	
6	10" C-900 (DR 18) water pipe	80	Ft.	\$ 32.34	
8	4" SDR 35 Sewer pipe	1500	Ft.	\$ 2.43	
9	6" SDR 26 Sewer Pipe	250	Ft.	\$ 7.48	
	3' Fire Hydrant : Clow,Mueller or				
11	American Darling	2	Ea.	\$ 2,574.00	
	3 ½' Fire Hydrant : Clow, Mueller or				
12	American Darling	2	Ea.	\$ 2,637.00	
	4' Fire Hydrant : Clow, Mueller or				
13	American Darling	2	Ea.	\$ 2,700.00	
	4½' Fire Hydrant : Clow, Mueller or				
14	American Darling	2	Ea.	\$ 2,763.00	
	5' Fire Hydrant : Clow, Mueller or				
15	American Darling	2	Ea.	\$ 2,826.00	
	5½' Fire Hydrant : Clow, Mueller or				
16	American Darling	2	Ea.	\$ 2,889.00	
	6' Fire Hydrant : Clow, Mueller or				
17	American Darling	2	Ea.	\$ 2,951.00	
	7' Fire Hydrant : Clow, Mueller or				
18	American Darling	2	Ea.	\$ 3,077.00	
19	6" Mueller Hydrant Extension Kit	12	Ea.	\$ 449.00	
20	12" Mueller Hydrant Extension Kit	10	Ea.	\$ 520.00	
31	Mueller Traffic Safety Flange Repair Kit	10	Ea.	\$ 241.00	
	3/4" Small Plastic Water Meter Box DFW				
	1300-12-1T 63D plastic, rectangular, black				
	box with black plastic lid with recessed				
	hole for AMI antenna.12" x 17" x 12" or				
49	12" H x 12 5/16" W x 17 9/16" L	500	Ea.	\$ 24.00	

57	2" x 1" Tapping Saddle (2.90 o.d.)	2	Ea.	\$ 24.00	
61	¾" x 5/8" x 2 ½" Meter Coupling	375	Ea.	\$ 9.10	
	2" Angle Stop (ball valve) Q-nut by 2"				
66	Meter Flange w/Lock Wing	12	Ea.	\$ 335.00	
	1½" Angle Stop (ball valve) Q-nut by				
69	1½" Meter Flange w/Lock Wing	5	Ea.	\$ 263.00	
96	6" MJ/MJ Gate Valve	7	Ea.	\$ 779.00	
97	6" MJ/FLG Gate Valve	5	Ea.	\$ 779.00	
98	8" MJ/MJ Gate Valve	2	Ea.	\$ 1,239.00	
99	8" MJ/FLG Gate Valve	2	Ea.	\$ 1,239.00	
106	12" MJ/MJ Gate Valve	2	Ea.	\$ 2,439.00	

Line items per outlined attached bid tabulation are based upon estimated quantities only and are not guaranteed.

Per referenced Bid # 24-01, Water & Sewer Supply Items - Specifications

Term of Contract and Option to Extend:

This contract shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract will be renewed pursuant to the availability of funds and at the discretion of the City.

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On the envelope place "Price Change Notification Bid No. 24-01

for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates.

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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.

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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).

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.

Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. 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 Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

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

☐ Yes, Others can purchase \square No, Only the City can purchase.

The City reserves the right to purchase all material / services from the next most responsible bidder for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 24-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available finds for performance of the Contract in accordance with 163

the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWN	NER	CONTRACTOR
Ву:_	City of Killeen	By:
	City of Killeen	
	Date	Date
	Title of Signatory	Printed Name of Signatory
By:_		
<i>,</i> —	City Attorney	Title of Signatory, Authorized Representative
	Date	
		ATTEST (as applicable)

STATE OF TEXAS COUNTY OF BELL

THIS AGREEMENT, made and entered into this _____day of ________, 20_____, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner." and Fortiline Inc., of the City of Hewitt, Counties of Mclennan, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

<u>Bid # 24-01 Water & Sewer Supply Items</u> and all Work in accordance with the Invitation to Bid and Addenda (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the **City of Killeen** and approved by OWNER, and OWNER agrees to pay the following unit prices to CONTRACTOR:

Item#	Description	Qty	U.O.M	Ur	nit Price	Plant Location
27	2" valve Box Riser	2" valve Box Riser 12 Ea. \$ 21.75				
	1-1/2" X 13" Ultrasonic Meter w/Flange					
41	Ends and TRPL connector	5	Ea.	\$	571.00	
	2" X 17" Ultrasonic Meter w/Flange Ends					
42	and TRPL connector	8	Ea.	\$	738.00	
45	2" Brass Meter Flange	12	Ea.	\$	33.85	
	1-1/2" Meter Flange Gasket & Bolt Pack					
46	(w/o brass flange)	25	Ea.	\$	5.63	
47	1-1/2" Brass Meter Flange	12	Ea.	\$	28.44	
	Small meter box lid only. DFW1200-1T 63D-					
	Lid black plastic With resessed hole for					
50	AMI antenna.	100	Ea.	\$	9.74	
	¾" Ball Angle Stop Reduced Port Q-nut					
60	compression by Meter Nut w/Lock Wing	150	Ea.	\$	44.92	
85	2"x 7.5" Full Circle Clamp (2.35 - 2.63 o. d.)	10	Ea.	\$	52.36	
	2"x12.5" Full Circle Clamp (2.35 - 2.63 o.					
86	d.)	10	Ea.	\$	79.03	
87	6"x 7.5" Full Circle Clamp (6.84 - 7.64 o. d.)	15	Ea.	\$	86.70	
	6"x 12.5" Full Circle Clamp (6.84 - 7.64					
88	o.d.)	15	Ea.	\$	120.38	
89	8"x7.5" Full Circle Clamp (8.99 - 9.79 o.d.)	4	Ea.	\$	88.28	
	10"x7.5"Full Circle Clamp (11.60 - 12.40					
90	o.d.)	3	Ea.	\$	121.49	
	12"x7.5" Full Circle Clamp (14.00 - 14.40					
91	o.d.)	2	Ea.	\$	121.49	
	6"x 7.5"x ¾" Full Circle Tap(6.84 - 7.64					
92	o.d.)	10	Ea.	\$	96.77	
	6"x 12.5"x ¾"Full Circle Tap(6.84 - 7.64					
93	o.d.)	10	Ea.	\$	136.39	

94	2" MJ Kit W/Gland	15	Ea.	\$ 19.48	
100	6" MJ Kit W/Gland	12	Ea.	\$ 32.99	
105	12" MJ Kit Less Gland	5	Ea.	\$ 31.88	
108	3" Hymax Coupling	12	Ea.	\$ 174.96	
109	4" Hymax Coupling	6	Ea.	\$ 224.21	
110	8" MJ Kit W/Gland	12	Ea.	\$ 34.48	
111	10" MJ Kit W/Gland	5	Ea.	\$ 52.48	
112	12" MJ Kit W/Gland	5	Ea.	\$ 51.48	
114	6"x13" Hydrant Coupling	3	Ea.	\$ 169.48	
115	Valve Box W/Lid 10"(box) 7¾"(lid)	10	Ea.	\$ 52.00	
117	4" Clay to PVC Non Shear Coupling	10	Ea.	\$ 26.38	
118	6" Clay to PVC Non Shear Coupling	10	Ea.	\$ 44.38	
119	8" Clay to PVC Non Shear Coupling	10	Ea.	\$ 49.38	

Line items per outlined attached bid tabulation are based upon estimated quantities only and are not guaranteed.

Per referenced Bid # 24-01, Water & Sewer Supply Items - Specifications

Term of Contract and Option to Extend:

This contract shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract will be renewed pursuant to the availability of funds and at the discretion of the City.

- A **Option Clause:** It is agreed that the City will have the option to extend the contract for up to one (1) additional one (1) year term. This option will occur automatically at the end of the previous term unless the City / Contractor serve notice 60 days prior to contract termination or the end of any extension period. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the contractor may submit documentation requesting permission to increase pricing no later than 90 days prior to the end of each one (1) year of contract. If the contractor fails to give timely notice, price may not be increased. Escalation may only occur after the initial one (1) year of contract or after extension renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

Pricing & Term Renewals:

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- **B.** Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

Any request in price change with supporting documentation shall be sent to:

City of Killeen Attn: Purchasing Division 802 N. 2nd Street Building E, 2nd Floor Killeen, TX 76541 If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates.

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.

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).

Acknowledgement – "Prohibition on contracts with companies that discriminate against firearm and ammunition industries"

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 \square Yes, Others can purchase \square No, Only the City can purchase.

The City reserves the right to purchase all material / services from the next most responsible bidder for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 24-01

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available finds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWNER		CONTRACTOR				
By:_		By:				
	City of Killeen	•				
	Date	Date				
	Title of Signatory	Printed Name of Signatory				
By:_						
-	City Attorney	Title of Signatory, Authorized Representative				
	Date					
		ATTEST (as applicable)				

STATE OF TEXAS COUNTY OF BELL

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Bid # 24-01 Water & Sewer Supply Items and all Work in accordance with the Invitation to Bid and Addenda (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the City of Killeen and approved by OWNER, and OWNER agrees to pay the following unit prices to CONTRACTOR:

Item#	Description	Qty	U.O.M	Unit Price	Plant Location
	3" X 17" Ultrasonic Meter w/Flange Ends				
43	and TRPL connector	5	Ea.	\$ 1,648.43	

Line items per outlined attached bid tabulation are based upon estimated quantities only and are not guaranteed.

Per referenced Bid # 24-01, Water & Sewer Supply Items - Specifications

Term of Contract and Option to Extend:

This contract shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract will be renewed pursuant to the availability of funds and at the discretion of the City.

- A. **Option Clause:** It is agreed that the City will have the option to extend the contract for up to one (1) additional one (1) year term. This option will occur automatically at the end of the previous term unless the City / Contractor serve notice 60 days prior to contract termination or the end of any extension period. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
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Any request in price change with supporting documentation shall be sent to:

City of Killeen Attn: Purchasing Division 802 N. 2nd Street Building E, 2nd Floor Killeen, TX 76541

On the envelope place "Price Change Notification Bid No. 24-01

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates.

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.

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Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

☐ Yes, Others can purchase ☐ No, Only the City can purchase.						
The City reserves the right to purchase all material / services from the next most responsible bidder for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.						
Contractor hereby agrees to abide by all requirements signed in Bid # 24-01						
Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.						
OWNER agrees to pay CONTRACTOR from available finds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.						
The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement. Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.						
OWNER CONTRACTOR						

OWI	NEK .	CONTRACTOR
By:_		By:
	City of Killeen	·
	Date	Date
	Title of Signatory	Printed Name of Signatory
By:_		<u> </u>
•	City Attorney	Title of Signatory, Authorized Representative
	Date	
		ATTEST (as applicable)

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 CERTIFICATION		
1	of husiness			Certificate Number:		
	Aqua-Metric Sales Company		- 1	2023-1079634		
2	Selma, TX United States Name of governmental entity or state agency that is a party to th	e contract for which		Date Filed: 10/04/2023		
	being filed. City of Killeen, Texas			Date Acknowledged:		
	City of Kineeri, Fexas			sate Holliowicagea.		
3	description of the services, goods, or other property to be provided 24-01			he contract, and pro	vide a	
	Water & Sewer Supply Items					
4	Name of Interested Party	City, State, Country	/Inlace of husines	1	f interest oplicable)	
	same of interested Farty	Only, State, Country	(place of busines	Controlling	Intermediary	
Th	irkettle, Tommy	Riverside, CA Un	ited States	х		
Th	irkettle, Lea	Riverside, CA Un	ited States	х		
Th	irkettle, Chris	Riverside, CA Un	ited States	х		
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name isChristopher Newville	,	and my date of bir	th is	·	
	My address is16914 Alamo Parkway, Building 2	, Selma	,TX	,	,USA	
	(street)	(city)	(state	e) (zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct					
	Executed inCounty	State ofTexas	, on the $\frac{4th}{}$	day of October	, 20_23	
		1		(month)	(year)	
		//	-	>		
		Signature of authoriz	zed agent of contrac (Declarant)	cting business entity	(0	

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V3.5.1.e4ef7e73

CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 OFFICE USE ONLY 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. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2023-1076372 BenMark Supply Company, Inc. Midland, TX United States Date Filed: 09/26/2023 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: City of Killeen 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. 24-01 Water and sewer supply items Nature of interest 4 (check applicable) City, State, Country (place of business) Name of Interested Party Controlling Intermediary 5 Check only if there is NO Interested Party. 6 UNSWORN DECLARATION , and my date of birth is My name is My address is (street) I declare under penalty of perjury that the foregoing is true and correct. County, State of Executed in (month) (vear)

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Signature of authorized agent of contracting business entity (Declarant)

Version V3.5.1.99923476

CERTIFICATE OF INTERESTED PAR	TIES	FOR	м 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.	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		
of business.	Name of business entity filing form, and the city, state and country of the business entity's place		Certificate Number: 2023-1079831		
Core & Main LLC Belton, TX United States		Date Filed:			
Name of governmental entity or state agency that is a party to t being filed.	he contract for which the form is	10/05/2023			
City of Killeen, Texas:		Date Acknowledged:)ate Acknowledged:		
3 Provide the identification number used by the governmental en description of the services, goods, or other property to be prov	tity or state agency to track or identify ided under the contract.	the contract, and pro	vide a		
24-01 Water and Sewer Supply Items					
4 Name of Interested Party	City, State, Country (place of business) Nature of inte				
		Controlling	Intermediary		
Core and Main	Belton, TX United States		Х		
			*		
5 Check only if there is NO Interested Party.					
6 UNSWORN DECLARATION					
My name is <u>CHRIS</u> <u>SPENCER</u> My address is <u>912</u> <u>ROSEDALE</u> DR.	and my date of				
My address is 912 ROSEDALE DR. (street)	HEWITT T	X , 76643 (zip code)	(country)		
I declare under penalty of perjury that the foregoing is true and correct,					
Executed in					
(month) (year)					
Signature of authorized agent of contracting business entity (Declarant)					

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING		
1	Name of business entity filing form, and the city, state and country of business. FERGUSON ENTERPRISES LLC			cate Number: 1076468	
	Tyler, TX United States		Date F		
2	Name of governmental entity or state agency that is a party to the	contract for which the form is	09/27/	/2023	
being filed. City of Killeen, Texas Da		Date A	Acknowledged:		
3	Provide the identification number used by the governmental entity of description of the services, goods, or other property to be provided 24-01 Water & Sewer Supply Items		e contr	ract, and provid	e a
_	water & Jewer Supply Items				
4	Name of Interested Party City, State, Country (place of business)		, l	Nature of interest (check applicable)	
	Name of interested Farty	City, State, Country (place of business		Controlling	Intermediary
				Controlling	intermediary
_			+		
_			\dashv		
_			_		
_					
_					
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is	, and my date of I	oirth is	020 2/197 5_	
	My address is7982 US Hw y6 9N				<u>, LBA</u> .
	(street)	(city) (sta	ate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct.				
	Executed in Sm th County,	State of <u>Texas</u> , on the _	<u>27th</u>	day of <u>Septe</u> much (month)	oer,2023 (year)
	Troy	Mc Camish			
	Signature of authorized agent of contracting business entity				

(Declarant)

	CERTIFICATE OF INTERESTED PART	TIES		FOR	м 1295
					1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING		
1	Name of business entity filing form, and the city, state and countr of business. Fortiline Waterworks Hewitt, TX United States	try of the business entity's place	Certificate Number: 2023-1077136 Date Filed:		
2	Name of governmental entity or state agency that is a party to the being filed. City of Killeen, Texas		09/28/2023 Date Acknowledged:		
3	Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 24-01 Water and Sewer Supplies				
4	Name of Interested Party	City, State, Country (place of business)		Nature of (check ap	plicable)
				Controlling	Intermediary
			_		
_			+		
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			\dashv		
			\perp		
			\bot		
	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is	, and my date of bi	irth is _	004.29	1979.
	My address is 4318 Timber crest Lane (street)			76)05 (zip code)	USA (country)
I declare under penalty of perjury that the foregoing is true and correct.					
	Executed in Moleanan County,	, State of 7 , on the 2	<u>ટું િ</u> day	of <u>Sept</u> (month)	_, 20 <u>23</u> . (year)
		for the same of th			
	Signature of authorized agent of contracting business entity (Declarant)				

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

				1 of 1	
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. Name of business entity filing form, and the city, state and country of the business entity's place of business.		OFFICE USE ONLY CERTIFICATION OF FILING		
1			Certificate Number: 2023-1078759		
	HydroPro Solutions GEORGETOWN, TX United States	Date	Filed:		
2	2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.		10/03/2023		
	City of Killeen	Date	Acknowledged:		
3	Provide the identification number used by the governmental entity or state agency to track or identification of the services, goods, or other property to be provided under the contract. Bid #24-01 Water Meters	fy the c	ontract, and pro	vide a	
4	Name of Interested Party City, State, Country (place of busi	Nature of		f interest oplicable)	
L	City, State, Country (place of business)	ilessj	Controlling	Intermediary	
l					
		n,			
Γ					
		Y 10			
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
		birth is	10-20-19	174	
	My address is 705 Dream Lattenen Dr., Leanver Tr., Totall USA (city) (state) (zip code) (country)			country)	
	I declare under penalty of perjury that the foregoing is true and correct.				
	Executed in County, State of TCKAS, on the	3	day of October (month)	L_, 20 <u>23</u> . (year)	
	Co. Rowles				
7	Signature of authorized agent of contracting business entity (Declarant)				

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V3.5.1.e4ef7e73

AWARD BID 24-01, WATER & SEWER MATERIALS

- Water and Sewer utilizes various materials to operate and maintain the water distribution and sewer collection systems.
- Material items are procured through a bid process on an annual basis and bidders are selected by individual material line items based on the low bid for that item and the vendors ability to meet the bid requirements.
- On September 20, 2023, seven bids were received for Bid No. 24-01, Water and Sewer Materials at estimated quantities for a twelve-month period.

- Selected vendors for 118 items, for a total amount not to exceed \$920,377 are:
 - Aqua-Metric Sales Company
 - Benmark Supply Company
 - □ Core & Main LP
 - Ferguson Enterprises LLC
 - Fortiline Inc.
 - Hydropro Solutions

- Do no authorize the award of contracts and purchase items using a three-quote process on an "as needed" basis
- □ Authorize the award of contracts to selected vendors in an amount not to exceed \$920,377

5

□ City Council authorize the award of Bid 24-01, Water & Sewer Materials to the selected vendors in an amount not to exceed \$920,377; and authorize the City Manager, or designee, to execute contracts with the selected vendors.



City of Killeen

Staff Report

File Number: RS-23-171

Consider a memorandum/resolution authorizing the procurement of signs and traffic control devices for use in the Traffic Calming Program with Centerline Supply Inc., in the amount of \$105,223.80.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: Procurement of Signs and Traffic Control Devices for Use in the Traffic

Calming Program

BACKGROUND AND FINDINGS:

Included in the approved ARPA project funding, ARPA 37 was created towards Speed Mitigation efforts. Starting in 2022, Public Works and Engineering performed twenty-two speed studies in locations recommended by the City Council. On November 29, 2022, staff presented the results of the speed studies and discussed the proposed Traffic Calming Program. On December 21,2022, the City of Killeen Neighborhood Traffic Management Program was published.

Starting in January of 2023, the city has received twenty-three (23) requests for speed studies. The City has completed nineteen (19) of the requests and found that five (5) locations needed attention. In review of those locations, additional signage that include additional speed limit signs, speed limits signs with radar notifications and flashing stop signs have been determined to be appropriate recommendations at this time. In addition, there are three locations of pedestrian crosswalks that are recommended to have flashing beacons and push buttons installed to provide additional safety measures.

The locations that these proposed Traffic Control Devices are as follows:

Location Proposed Device

Rosewood Drive Flashing Speed Limit Signs, Rapid Flashing Beacons

Roy Reynolds Road Speed Limit Signs with Radar

Westcliff Road Speed Limit Signs with Radar
Robinette Road Flashing Speed Limit Signs
Edgefield Street Rapid Flashing Beacons

Other Locations to be Determined Flashing Stop Signs

This purchase also includes four (4) speed testing equipment that allows for cellular connections and do not use the physical tubes across the roadway like the ones we currently have. This equipment

will replace current counters that have been damaged during use.

This purchase request is with Centerline Supply Inc. who has been a Supplier for these items with the City of Killeen. Centerline is an approved Buy Board vendor, under contract number #703-23, that the city has utilized for our traffic control devices and specialized items such as the traffic counters.

THE ALTERNATIVES CONSIDERED:

- Defer the purchase of the signs and traffic control devices, which would not provide additional safety aspects to speed regulations and safe pedestrian crossings to locations indicated in speed studies that have been performed.
- 2.) Purchase the signs and traffic control devices to help support the traffic calming program.

Which alternative is recommended? Why?

Staff recommends the second alternative to purchase the signs and traffic control devices to help support the traffic calming program. Centerline has been a supplier for these items with the City of Killeen in the past and is an approved Buy Board vendor.

CONFORMITY TO CITY POLICY:

This item conforms to state, city, and local purchasing policies and regulations. Under Texas Government Code section 791.025, a purchase of goods pursuant to a purchasing cooperative, such as Buy Board, satisfies competitive bidding requirements.

FINANCIAL IMPACT:

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

The total expenditure will not exceed \$105,223.80.

Is this a one-time or recurring expenditure?

This is a one-time expenditure.

Is this expenditure budgeted?

Yes, funds are available in the Governmental CIP Fund account 349-8934-493.61-03, project code ARPA 37.

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 that the City Council approve the purchase of the signs and traffic control devices to help support the Traffic Calming Program in the amount of \$105,223.80. Centerline has been a supplier for these items with the City of Killeen in the past and is an approved Buy Board vendor under contract number #703-23.

DEPARTMENTAL CLEARANCES:

Development Services Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Quotes
City of Killeen NTMP
Certificate of Interested Parties

Quote

Page 1

Quote Number: QTE0026479 Quote Date: 07/28/23

Sales Rep: ALOPEZ

Prepared By: alopez

SHIP TO:

BILLY J STOTTLER KILLEEN, CITY OF 3201-A S. W S YOUNG DR Killeen Tx 76542

BILL TO:

Austin, TX 78754 **United States**

P: (737) 800-9905

KILLEEN, CITY OF PO BOX 1329 KILLEEN TX 76540-1329

CENTERLINE

9201 Brown Ln BLDG 4 - #152

Centerline Supply, Inc.

Notes: **BUY BOARD CONTRACT #703-23**

Customer P.O. STOP	omer P.O. Ship VIA BESTWAY		Terms NET30		Shipping Terms Prepaid & Add	
Item Number		Ordered	Unit	Price	Extended Price	
80110-130 80A [P] STOP 30X30 .0	080 HI	8	EA	\$55.00	\$440.00	
30410-102 30K [E] SIGNALERT 30'	" FLASHER RING , STOP, RE	8 D	EA	\$625.00	\$5,000.00	
30410-201 30K [E] SIGNALERT BA	SIC (24/7) SYSTEM (20 WAT	8 FT SOLAR)	EA	\$995.00	\$7,960.00	

Quotations are valid for 30 days from the date of quotation.	Net Order:	\$13,400.00
	Discount %	10%
	Less Discount:	\$1,340.00
Signature:	Freight:	\$130.00
D. S. J. and D. L. and D. C. and D. and D. C. and D. and D. C. and D. and D. C. and D. and D. C. and D. and D. C. and D. C. and D. C. and D. and D. C. and D. and D. a	Sales Tax:	\$0.00
Printed Name:	Order Total:	\$12,190.00

WE NOW OFFER CUSTOM VINYL DECALS, FLEET GRAPHICS, WINDOW PRINT FILMS, AND MORE! 1.5% FINANCE CHARGE FOR INVOICES OVER 30 DAYS. Terms & Conditions Apply. CENTERLINE SUPPLY, INC. - PHONE (737) 800-9905 - SALES@CLSUSA.COM

CENTERLINE

Centerline Supply, Inc. 9201 Brown Ln BLDG 4 - #152 Austin, TX 78754 United States P: (737) 800-9905

BILL TO:

KILLEEN, CITY OF PO BOX 1329 KILLEEN TX 76540-1329 Quote

Quote Number: QTE0026524 **Quote Date:** 08/01/23

Prepared By: alopez
Sales Rep: ALOPEZ

SHIP TO:

BILLY J STOTTLER KILLEEN, CITY OF 3201-A S. W S YOUNG DR Killeen Tx 76542

Notes: BUY BOARD CONTRACT # 703-23

Customer P.O. Ship VIA PUSH SIGNS BESTWAY		Terms NET30		Shipping Terms Prepaid & Add	
Item Number		Ordered	Unit	Price	Extended Price
90900-QUOTE		10	EA	\$1,300.00	\$13,000.00
20W INTELLIGENT SIG	IN CONTROLLER COMMUNICATES	S & COMMANDS W/	WIFI		
90900-QUOTE		10	EA	\$1,195.00	\$11,950.00
20 WATT COLLABORAT	OR - COMMUNICATES AND COM	MANDS NO WIFI			
90900-QUOTE		20	EA	\$375.00	\$7,500.00
BDL-3 Y PUSH BUTTOS	W/ R10-25 SIGN AND FRAME				
90900-QUOTE		20	EA	\$695.00	\$13,900.00
RECTANGULAR RAPID	FLASHING BEACON AMBER W/ B	LACK HOUSING			
90900-QUOTE		20	EA	\$750.00	\$15,000.00
36" FLASHER RING WA	RNING AMBER				
90900-QUOTE		20	EA	\$79.00	\$1,580.00
36" PEDESTRIAN SIGN	- F. YLLW - A3				
90900-QUOTE		20	EA	\$28.00	\$560.00
24X12 ARROW - F. YLL	W - A3				
30981-214	or year medical characteristics and the second	10	EA	\$130.00	\$1,300.00
35U [P] SIGN POST GA	LVANIZED 2 7/8" X 14' (SCH 10)				
30981-520K		10	EA-K	\$150.00	\$1,500.00
TRIANGULAR STUB WI	TH SET SCREW COLLAR				
30981-520		10	EA	\$0.00	
35U [P] GROUND STUB	-TRIANGULAR				
30981-530		10	EA	\$0.00	
35U [P] TRIANGLE COL	LAR ASSEMBLY- (4 BOLT SET) FO	OR ROUND POST			
30691-012		80	EA	\$1.55	\$124.00
30N [P] U-BOLT-2 1/2"	(UOM EA OR BOX100)				
30691-002		80	EA	\$0.52	\$41.60
30N [P] CENTER BOLT	ASSEM (1-1/4") (UOM EA OR BO	X100)			

CENTERLINE

Quote

Page 2

Centerline Supply, Inc. 9201 Brown Ln BLDG 4 - #152 Austin, TX 78754 United States P: (737) 800-9905 Quote Number: QTE0026524 Quote Date: 08/01/23

Prepared By: alopez
Sales Rep: ALOPEZ

BILL TO:

KILLEEN, CITY OF PO BOX 1329 KILLEEN TX 76540-1329 SHIP TO:

BILLY J STOTTLER KILLEEN, CITY OF 3201-A S. W S YOUNG DR Killeen Tx 76542

Notes: BUY BOARD CONTRACT # 703-23

Customer P.O.Ship VIATermsShipping TermsPUSH SIGNSBESTWAYNET30Prepaid & Add

Item Number	Ordered	Unit	Price	Extended Price
30691-006	80	EA	\$2.83	\$226.40

30N [P] UNIVERSAL CASTING FOR 2",2 1/2",3" U BOLTS (UOM EA OR BOX 100)

Quotations are valid for 30 days from the date of quotation.	Net Order:	\$66,682.00
	Discount %	10%
	Less Discount:	\$6,668.20
Signature:	Freight:	\$1,950.00
Drinked Blazes	Sales Tax:	\$0.00
Printed Name:	Order Total:	\$61,963.80



Centerline Supply, Inc. 9201 Brown Ln BLDG 4 - #152 Austin, TX 78754 United States P: (737) 800-9905

BILL TO:

KILLEEN, CITY OF PO BOX 1329 KILLEEN TX 76540-1329 **Quote Number:** QTE0026526 **Quote Date:** 08/01/23

Prepared By: alopez
Sales Rep: ALOPEZ

SHIP TO:

KILLEEN, CITY OF PO BOX 1329 KILLEEN TX 76540-1329

Notes: BUY BOARD CONTRACT #703-23

Customer P.O. Ship VIA SPEED CHECK 12 BESTWAY		Terms NET30		Shipping Terms Prepaid & Add	
Item Number		Ordered	Unit	Price	Extended Price
90900-QUOTE		2	EA	\$3,900.00	\$7,800.00
DISPLAY: SPEEDCHECK	-12, YELLOW 88, WHITE ST	ROBE			
90900-QUOTE	e manufungagan ah aphilikkin milika dina kapajan dalam gang pangalah a	2	EA	\$350.00	\$700.00
SIGNS: SPEEDCHECK-12	2 SIGN, 30X24" YOUR SPEEL	ON ONE LINE			
90900-QUOTE		2	EA	\$140.00	\$280.00
DISPLAY MOUNTS: MOU	JNT KIT, BANDING TO POLE	, BAND CLAMPS TO 2.3	8-4.5" OD ROUND		
90900-QUOTE		2	EA	\$1,200.00	\$2,400.00
POWER SOURCES: 30W	SOLAR KIT 1 X 18 AHR. BA	TTERY			
90900-QUOTE	AND REAL PROPERTY.	2	EA	\$140.00	\$280.00
SOLAR KIT MOUNT: SID	DE OF POLE MOUNT, BANDI	NG TO POLE, BAND CLA	MPS TO 2.38-3.5"	OD	
90900-QUOTE	The state of the s	2	EA	\$0.00	\$0.00
SOFTWARE: SPEEDCHE	CK MANAGER MOBILE APP (INCLUDED)			
30981-212	N . S C C C C C C C C C C C C C C C C C C	2	EA	\$115.00	\$230.00
35U [P] SIGN POST GAL	VANIZED 2 7/8" X 12' (SCH	10)			
30981-520K		2	EA-K	\$150.00	\$300.00
TRIANGULAR STUB WIT	H SET SCREW COLLAR				
30981-520		2	EA	\$0.00	
35U [P] GROUND STUB-	TRIANGULAR				
30981-530		2	EA	\$0.00	
35U [P] TRIANGLE COLL	AR ASSEMBLY- (4 BOLT SET	Γ) FOR ROUND POST			
Quotations are valid for 30 d	ays from the date of quotation.			Net Order:	\$11,990.00
				Discount %	10%
.				Less Discount:	\$1,199.00
Signature:	=			Freight: Sales Tax:	\$300.00 \$0.00
Printed Name:				Order Total:	\$11,091.00

CENTERLINE

Quote

Page

Centerline Supply, Inc. 9201 Brown Ln BLDG 4 - #152 Austin, TX 78754 United States P: (737) 800-9905 **Quote Number:** QTE0026601 **Quote Date:** 08/02/23

Prepared By: alopez
Sales Rep: ALOPEZ

BILL TO:

KILLEEN, CITY OF PO BOX 1329 KILLEEN TX 76540-1329 SHIP TO:

BILLY J STOTTLER KILLEEN, CITY OF 3201-A S. W S YOUNG DR Killeen Tx 76542

Notes:

BUY BOARD CONTRACT #703-23

ESTIMATED LEAD TIME IS 10 WEEKS

Customer P.O. Ship VIA Terms **Shipping Terms** NET30 Prepaid & Add SPEED LIMIT W/ RADAR **BESTWAY Ordered Extended Price Item Number** Unit **Price** 90900-QUOTE \$8,700.00 EΑ \$2,175.00

M75-SA300-8242 SPEED COMPLIANCE SYSTEM W/ BASIC CONTROLLER AND FLASHER RING AND RADAR

Quotations are valid for 30 days from the date of quotation.	Net Order:	\$8,700.00
	Discount %	10%
	Less Discount:	\$870.00
Signature:	Freight:	\$475.00
	Sales Tax:	\$0.00
Printed Name:	Order Total:	\$8,305.00

Quote

Page 1

CENTERLINE

Centerline Supply, Inc. 9201 Brown Ln BLDG 4 - #152 Austin, TX 78754 United States P: (737) 800-9905

BILL TO:

KILLEEN, CITY OF PO BOX 1329 KILLEEN TX 76540-1329 **Quote Number:** QTE0026603 **Quote Date:** 08/02/23

Prepared By: alopez **Sales Rep:** ALOPEZ

SHIP TO:

BILLY J STOTTLER KILLEEN, CITY OF 3201-A S. W S YOUNG DR Killeen Tx 76542

Notes: BUY BOARD CONTRACT #703-23

ESTIMATED LEAD TIME IS 10 WEEKS

Customer P.O. SPEED LIMIT NO RADAR	Ship VIA BESTWAY	Terms NET30			pping Terms epaid & Add
Item Number		Ordered	Unit	Price	Extended Price
90900-QUOTE		8	EA	\$950.00	\$7,600.00
M75-SA300 BSC2 20 WATT	SOLAR BASIC SIGN CO	ONTROLLER (NO RADAR)			
90900-QUOTE		8	EA	\$595.00	\$4,760.00
M75-R2430-BW32 24X30 FL	ASHER RING SPEED L	IMIT WHITE			

Net Order:	\$12,360.00
Discount %	10%
Less Discount:	\$1,236.00
Freight:	\$550.00
Sales Tax:	\$0.00
Order Total:	\$11,674.00
	Discount % Less Discount: Freight: Sales Tax:



CITY OF KILLEEN NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM

Introduction

Neighborhood Traffic Management Program (NTMP) for neighborhood streets represents the commitment of the City of Killeen to the safety and livability of residential neighborhoods. It is a joint effort between residents, the Public Works Department, Engineering, and Killeen Police Department (KPD) to reduce the impact of traffic. The NTMP provides a process for identifying and addressing traffic concerns. Under the program, Public Works, Engineering staff and city police work with residents to evaluate the type and severity of traffic issues. Through active participation by citizens, we can identify the problem, plan the approach, implement solutions, and evaluate their effectiveness.

The city of Killeen places a high value on neighborhood livability. Although livability has no precise definition, it can be thought of as encompassing the following characteristics:

- The ability of residents to feel safe and secure in their neighborhoods.
- The opportunity to interact socially with neighbors without distractions or threats.
- The ability to experience a sense of home and privacy.
- A sense of community and neighborhood identity.
- A balanced relationship between multiple uses and needs of a neighborhood.

Traffic management plays a vital role in the promotion these characteristics.

Goals

The overall goals of the NTMP are derived from existing city policy. They are:

- Encourage and promote citizen involvement in all phases of traffic management activities.
- Improve neighborhood livability by reducing the speed and impact of vehicular traffic.
- Promote safe and pleasant conditions for residents, pedestrians, bicyclists, and motorists.
- Utilize city resources efficiently by prioritizing traffic management requests.

Process

The program consists of a two-phase process. Phase I focuses on passive, less-restrictive measures. This includes educational programs, enforcement, pavement markings, and signage. Should "Phase I" actions prove ineffective, more restrictive "Phase II" methods and physical devices may be considered, based on certain threshold criteria.

Neighborhood Traffic Management Program: Phase I EDUCATION, PUBLIC AWARENESS, ENFORCEMENT, AND PASSIVE MEASURES

The first step is to identify the traffic concerns in your neighborhood and inform the city's Public Works Department. You can do this by visiting www.killeentexas.gov, clicking on the Transportation section under departments and fill out the Traffic-Speed Count Request or you may submit a formal letter addressed to:

Killeen Public Works Department 3201-A S. W.S. Young Drive Killeen, TX 76542-6157

Until the formal request is submitted to the city in writing, your neighborhood will not be placed on the list to be scheduled for evaluation.

Once we receive your request, a site visit will be conducted to review current traffic control measures including pavement markings, signs, sight distance, and road conditions. Next, we will collect pertinent data (historical traffic data, volume and speed counts, etc.) for further evaluation.

From this information staff and KPD will compose a Phase 1 Traffic Plan for the location and inform you of our findings and recommendations for Phase I solutions.

Phase I solutions may include one or more of the following:

- Neighborhood Speed Watch: This program is a public awareness program that solicits
 concerned City of Killeen citizens as volunteers to participate in actively addressing and
 impacting the problem of numerous vehicles exceeding legal speed limits.
- Traffic Trailer: A portable trailer equipped with a radar unit detects and records the speed of passing vehicles and display their speed on a digital reader board. The trailer displays actual speed compared to the posted speed limit and encourages compliance.
- Neighborhood Traffic Safety Campaign: This program involves coordinated meetings with city staff and residents to explain and discuss traffic volumes and speeds in your area, recommended traffic calming measures, traffic laws, pedestrian safety, and other relevant information throughout the process.
- Brush Trimming: The trimming and removal of brush by homeowners or city staff to facilitate better sight distance.
- Pavement Markings: The painting of legends and markings on the pavement. These may include centerlines, fog lines, crossings, and speed limits.
- Signage: The posting of appropriate traffic control signs. These may include speed limit, parking, dead-end, no outlet, school signs, etc.
- Target Enforcement: Increased enforcement by Killeen Police Department.

Once the Phase I Traffic Plan has been formulated, staff and KPD will work with concerned citizens to implement recommended solutions. City staff will perform a speed/traffic study to gauge the effectiveness of the solutions and determine if further action is required.

Neighborhood Traffic Management Program: Phase II TRAFFIC CALMING PROJECTS

Phase II of the program, if needed, begins approximately 16 weeks from the implementation of Phase I. The city again collects data and compares it to Phase I information. Should the traffic concerns still exist and there is sufficient data to support this, then the location will be reviewed for the construction of physical devices.

Possible Phase II solutions may include, but are not limited to, the following physical devices:

- Choker and Curb extensions
- Traffic circles
- Partial closures
- Chicanes
- Entry treatments
- Raised intersections
- Medians
- Speed Cushions

Step 1: Project Consideration and Preliminary Review

Staff reviews and gathers additional data from Phase I Traffic Program implementation. The potential project is rated using "Point Assignment for NTMP Projects" (Attachment A). The numerical score helps determine placement on a priority list.

Step 2: Petition for Design and Construction

The project plan is modified if necessary and placed on a funding priority list. The requestor is then responsible to circulate a petition for permanent device construction. A verification statement from the requestor that signatures collected are valid and represent at least two-thirds of the households/businesses adjacent to the project street. (Refer to Petition Information in Glossary). Final design and construction will be contingent of funding.

Step 3: Reporting of Design and Construction

Staff generates report of final design and construction schedule and distributes it to study area, preferably through an active HOA or neighborhood point of contact.

Step 4: Landscaping

Initial installation costs associated with landscaping will be covered by the city's construction project. If landscaping of NTMP devices is feasible and desired by the neighborhood maintenance will be negotiated with the neighborhood and/or adjacent property owners. If the neighborhood fails to fulfill the assigned responsibility and the landscaping obstructs the view of traffic or becomes unsightly the city reserves the authority to remove the landscaping.

Step 5: Follow Up Evaluation

Within three to five years after construction of an NTMP project, the Engineering and Public Works Department will conduct a follow-up evaluation to determine if the project's goals and objectives continue to be met.

Attachment A

POINT ASSIGNMENT FOR NTMP PROJECTS

The following information is used to develop a numerical score for each NTMP project request. Scores are used to rank requests on a citywide basis. A high-ranking, available budget, and other factors are used to determine which projects will precede to the petition-to-study stage.

- 1. Traffic Volume: Average daily volume (on the segment of the project street having the highest volume) divided by 100. Thirty points maximum score.
- 2. Speed: Percent of vehicles over the speed limit (on the segment of the project street having the highest percentage over the limit) divided by 3. Thirty points maximum score.
- 3. Accidents: Ten (10) points per correctable accident in the most recent three-year period. Thirty points maximum score.
- 4. Schools: Five points for each private or public school in the affected neighborhood. Ten points maximum score.
- 5. Other Pedestrian Areas: Five points for each individual pedestrian-oriented facility, such as churches, daycare facilities, elderly housing, or a park in the affected neighborhood. Ten points maximum score.
- 6. Pathways: Five points for a subject street that is not bordered by a sidewalk or pathway. Five points maximum score.
- 7. Designated Bicycle Routes: Five points for a subject street or cross street designated as a bicycle route in the city of Killeen's arterial streets classifications and policies. Ten points maximum score.

Glossary

TRAFFIC MANAGEMENT DEVICES

This section provides a brief description of some commonly used traffic management devices.

Traffic circles are raised islands placed in an intersection. The primary purpose of a traffic circle is to slow high-speed traffic. Traffic circles are most effective when constructed in a series on a local service street.

Chokers or curb extensions narrow the street by widening the sidewalk or the landscaped parking strip. These devices are employed to make pedestrian crossings easier and to narrow the roadway.

Chicanes are similar to chokers or curb extensions by narrowing the existing street with an alternating pattern. These devices require the driver to shift his line of travel from one side of the street to the other. Installed correctly, chicanes may make the street appear to have a restricted or limited access.

Speed Cushions are a series of small speed humps installed across the width of the road. Designed to be wide enough to slow vehicles while narrow enough to emergency vehicles to straddle. Custom made to ensure complete coverage across road with high visibility highway tape embedded.

Semi-diverters limit access to a street from one direction by blocking half the street allowing only bicycle, pedestrian, and transit access. They may also be constructed to limit certain movements (left or right turns and through movements) at an intersection.

Diagonal diverters place a barrier diagonally across an intersection, disconnecting the legs of the intersection.

Intersection channelizations are designed to limit certain movements, narrow the intersection, or otherwise direct traffic. They are unique to each intersection and can take a variety of forms. An example is a median island that restricts through movement.

TRAFFIC CONTROL DEVICES

Stop Signs are used to assign right-of-way at an intersection. They are installed at intersections where an accident problem is identified or where clear right-of-way may be in doubt.

Stop signs are generally not installed to divert traffic or reduce speeding. Stop signs or multi-way stop intersections can be used in conjunction other traffic management devices.

Radar Speed Signs are interactive signs that use a built-in radar to display a vehicle's current speed which assists in redirecting a driver's attention to their speed. They are proven to be highly effective and versatile in the fact they can be placed on a trailer (temporarily) or post (permenant).

Modern Roundabouts are traffic control devices approved by the city for controlling traffic and reducing accidents. They can be utilized in place of traffic signals or stop signs or in conjunction with same. Three principal design features distinguishing the Modern Roundabout from Traffic Circles are:

- Yield-at-entry
- Deflection
- Flare

STREET CLASSIFICATIONS

The streets in Killeen are classified by the city's arterial streets classifications. Those classifications designate a hierarchy of streets to serve different kinds of trips, and different volumes of traffic, traveling at different speeds. They are intended to guide future development of Killeen's transportation system. They do not mandate any specific projects or any changes in traffic movement or transit service. The arterial streets classifications and policies are not a strict guideline for current operation of Killeen's street system; thus, some streets may not now be operating in accordance with their classification.

Residential roads are general neighborhood streets that account for most of Killeen's roadways. These streets serve local circulation needs for autos, bicycles, and pedestrians and provide access to land uses located on the street. Residential streets should not carry significant volumes of through traffic. Most reported neighborhood traffic problems are concerned with the interactions of autos and residential livability on residential streets.

Minor Arterial roads are intended to be the link from one side of a neighborhood to the other. Shorter trips and access to commercial uses should also be emphasized in the design of minor arterial roads.

Collector roads are intended to take you from one neighborhood to another, except they serve larger geographical areas and/or more concentrated development.

Principal Arterial roads are designed to serve trip movements between different sections of the city and to allow access to abutting properties without disrupting traffic flow.

SPEED

This may be the most often noted and discussed of neighborhood traffic problems. Residential roads, where not posted, have speed limits of 30 miles per hour. As needed/requested, the Public Works Department will conduct a speed study to review with Engineering in order to determine the appropriate speed limit on a given street. Factors considered by the Public Works Department and

Engineering include land use, accident history, type of roadway, and existing speeds driven by motorists (85th Percentile).

VOLUME

Volume is another of the commonly reported local traffic problems. Volume refers to the number of vehicles that cross a given section of roadway during a specified time period. In Killeen, volumes are normally measured on weekdays for at least 72 hours. This study provides the city with the average daily traffic (ADT).

ACCIDENT INFORMATION HISTORY

Is used to determine safety problems at a given location. Accidents, particularly at low-volume residential intersections, are often random. An average of less than one reported accident per year usually does not indicate a safety hazard. An average of one or more reported accidents per year can be significant, particularly if there is a pattern of several similar accidents having occurred. When a pattern is apparent, the problem can be identified, and appropriate solutions developed.

PETITION INFORMATION

Each page of a petition is required to have the full text of the proposed action, valid signatures and residence addresses or other description sufficient to identify the voting precinct of electors. Each signer must sign in blue or black ink. Petitions must contain the statement of the circulator that they personally circulated the petition, that all signatures on the petition pages were made in their presence, and they believe them to be the genuine signatures of the persons whose names they purport to be.

Light State of State

Vendor Centerline Supply, Inc.

Contact Shane Richmond

Phone 972-647-8300

Phone Extension 211

Email shane.richmond@clsusa.com

Vendor Website clsusa.com

TIN 75-2229085

Address Line 1 530 Jesse St.

Vendor City Grand Prairie

Vendor Zip 75051

Vendor State TX

Vendor Country USA

Delivery Days 10

Freight Terms FOB Destination

Payment Terms Net 30 days

Shipping Terms Freight prepaid by vendor and added to invoice

Ship Via Best Way

Designated Dealer No

EDGAR Received Yes

Service-disabled Veteran Owned No

Minority Owned No

Women Owned No

National No

No Foreign Terrorist Orgs Yes

No Israel Boycott Yes

MWBE No

ESCs All Texas Regions

States All States

Contract Name Highway Safety and Traffic Control Products

Contract No. 703-23

Effective 06/01/2023

Expiration 05/31/2026

Accepts RFQs Yes

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

				1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING		
1	Name of business entity filing form, and the city, state and count of business.	Certificate Number: 2023-1080999		
	Centerline Supply, Inc.		2023-1000999	
	Grand Prairie, TX United States		Date Filed:	
2	Name of governmental entity or state agency that is a party to th	10/09/2023		
	being filed.	Date Acknowledged		
	City of Killeen		Date Acknowledged	•
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided		the contract, and pre	ovide a
	NTMP Traffic Calming Services			
4		1	Nature (of interest
7	Name of Interested Party	City, State, Country (place of busine	-	pplicable)
_			Controlling	Intermediary
Ne	elson, Harold	Magnolia, TX United States	X	
5	Check only if there is NO Interested Party.			
	<u>L</u>			
	UNSWORN DECLARATION			
		, and my date of t	birth is flugues a	1, 1988
	My address is 530 JC35c S1 (street)	Great Prairie T	X , 750 5 1 (zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	t.		
	Executed inCounty	y, State of, on the	Ath day of October (month)	(year)
		15-2		
		Signature of authorized agent of contr	racting business entity	
		(Declarant)		

SIGNS AND TRAFFIC CONTROL DEVICES FOR USE IN TRAFFIC CALMING

Background

- Included in the approved ARPA funding, ARPA37 was created towards Speed Mitigation efforts.
- Twenty-three (23) requests for speed studies have been requested since January 2023.
 - 19 requests have been completed, of which 5 showed areas needing attention.
- Items determined to be needed included additional signage, pedestrian improvements for safety, and increased police presence at determined times.

Background

Items being requested for purchase through Centerline Supply Inc.

Location	Proposed Device		
Rosewood Drive	Flashing Speed Limit Signs, Rapid Flashing Beacon		
Roy Reynolds Drive	Speed Limit Signs with Radar		
Westcliff Road	Speed Limit Signs with Radar		
Robinette Road	Flashing Speed Limit Signs		
Edgefield Street	Rapid Flashing Beacon		
Locations to be Determined	Flashing Stop Signs		
Purchase of four (4) upgraded	speed testing equipment		

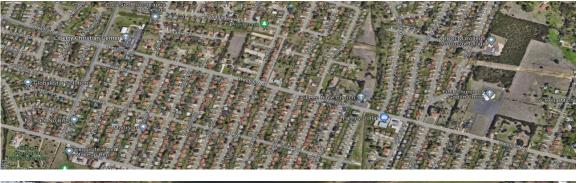
3





Pedestrian Flashing Beacons





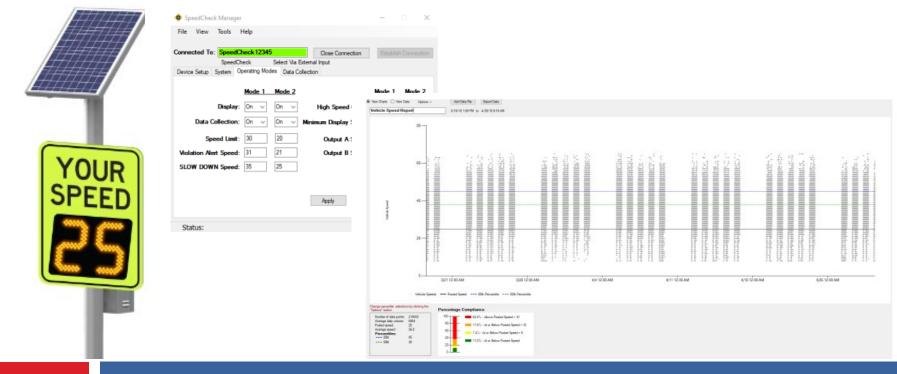


Speed Limit Signs with Radar





Flashing Speed Limit Signs



Speedcheck Data Gathering

Alternatives Considered

The City Council has two (2) alternatives. The Council may:

- Defer the purchase of the signs and traffic control devices, which would not provide additional safety aspects to speed regulations and safe pedestrian crossings to locations indicated in speed studies
- Purchase the signs and traffic control devices to help support the traffic calming program.

Recommendation

 Staff recommends authorizing the purchase of the signs and traffic control devices to help support the traffic calming program.



City of Killeen

Staff Report

File Number: RS-23-172

Consider a memorandum/resolution authorizing the procurement of fleet vehicles and equipment, in the amount of \$5,934,882.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Judith Tangalin, Executive Director of Finance

SUBJECT: Procurement of Fleet Vehicles and Equipment

BACKGROUND AND FINDINGS:

Funding for the acquisition of replacement vehicles and equipment was approved 2024 budget process. The Fleet Services Division maintains an annual equipment replacement schedule. criteria used establish this replacement schedule The to upon available funding, mileage/hours, number of vehicles per category, age, repair department/division feedback.

The annual fleet vehicles and equipment procurement budget for FY 2022 and 2023 was \$5,980,534 and \$7,896,166, respectively. The FΥ 2024 Budget includes \$5,886,400 for fleet replacement and \$125,400 for added fleet for a total of \$6,011,800.

The added fleet budget includes two units for the Water & Sewer Department (\$125,400). This request includes 51 units of fleet approved to be purchased during the FY 2024 Budget process, including the two added units. The 49 units of fleet that are being replaced have exceeded their useful life and have an average age of 13 years and average mileage of 100,000. The number of procurements per category is listed below:

Category Description Qty.

Animal Services 1 Truck 1
Aviation 3 Trucks, 1 Mower 4
Communications 1 SUV 1

Information Tech 1 SUV 1
Parks & Recreation 1 Truck

Public Safety 16 Interceptors, 2 Ambulances, 3 Trks, 1 Van 22

1

Public Works 10 Trucks, 5 Refuse Trucks, 1 SUV, 5 Off-Road Equipment

Total 51

21

THE ALTERNATIVES CONSIDERED:

- 1.) Defer purchase of fleet vehicles and equipment, which could cause the departments to operate in a reduced resource capacity, incur increased maintenance costs, and lose any remaining residual value in the existing vehicles.
- 2.) Purchase the fleet vehicles and equipment in order to provide safe and effective services and achieve the least cost of ownership.

Which alternative is recommended? Why?

The second alternative is recommended to meet the departments' mission and operate in the safest and most cost-effective manner.

CONFORMITY TO CITY POLICY:

The Fleet Department is seeking approval to purchase replacement vehicles and equipment for various departments through cooperative contracts and a sole source exemption. Purchases made through a cooperative contract and sole source exemption are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F and Texas Local Government Code (TLGC) section 252.022.

FINANCIAL IMPACT:

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

Click or tap here to enter text.

Category FY23

Animal Services \$42,118.25

Aviation \$156,997.80

Communications \$29,880.00

Information Technology \$29,880.00 Parks & Recreation \$57,295.00

Public Safety \$2,503,843.41 Public Works \$3,114,867.33

Total \$5,934,881.79

The purchase pricing from ASCO utilizing the Texas Association of School Boards (TASB) BuyBoard Cooperative is as follows:

Division Make/Model Units Cost Total Cost

 Drainage
 Case TV450B Skid Steer
 1
 \$93,738.75
 \$93,738.75

 Water Dist.
 Case CX26 Excavator
 1
 \$42,565.97
 \$42,565.97

 Water Dist.
 Case CX37C Excavator
 1
 \$54,250.00
 \$54,250.00

The purchase pricing from Bond Equipment Co Inc. utilizing the Texas Association of School Boards (TASB) BuyBoard Cooperative is as follows:

DivisionMake/ModelUnitsCostTotal Cost

SW Comm. Battle/Heil Front Loader 1 \$411,506.00 \$411,506.00*

SW Res. Battle/New Way Auto Side Loader 2 \$429,479.00 \$858,958.00 SW Res. Battle/Labrie Auto Side Loader 1 \$422,413.00 \$422,413.00

The purchase pricing from Caldwell Country Chevrolet utilizing the Texas Association of School Boards (TASB) BuyBoard Cooperative is as follows:

Division Make/Model Units Cost Total Cost

Communications Chevrolet Equinox LS 1 \$29,880.00 \$29,880.00

Fire Chevrolet 1500 Truck 1 \$65,870.00 \$65,870.00*

Information Tech Chevrolet Equinox LS 1 \$29,880.00 \$29,880.00

Parks Chevrolet 3500 Truck 1 \$57,295.00 \$57,295.00

Utility Collections Chevrolet Colorado Truck 1 \$39,390.00 \$39,390.00 Water Distribution Chevrolet Equinox LS 1 \$33,075.00 \$33,075.00

The purchase pricing from Doggett Freightliner of South Texas, LLC-Austin utilizing The Interlocal Purchasing System (TIPS) Cooperative is as follows:

Division Make/Model Units Cost Total Cost

SW Res. Freightliner/McNeilus Rear Loader 1 \$280,495.00 \$280,495.00

The purchase pricing from Grapevine Dodge Chrysler Jeep utilizing the Texas Association of School Boards (TASB) BuyBoard Cooperative is as follows:

Division Make/Model Units Cost Total Cost

Transportation Ram 5500 Bucket Truck 1 \$220,542.00 \$220,542.00*

The purchase pricing for computers as part of the eighteen FY24 Police Department patrol units from GTS Technology Solutions, Inc. utilizing the Texas Department of Information Resources Cooperative is as follows:

DivisionMake/ModelUnitsCostTotal Cost

Police Dell Latitude 5430 Rugged 18 \$2,927.07 \$52,687.26

The purchase pricing from Holt CAT utilizing the Sourcewell Cooperative is as follows:

DivisionMake/ModelUnitsCostTotal Cost

SW Recycling CAT 246D3-CL Skid Steer 1 \$69,560.39 \$69,560.39

The purchase pricing from Moridge Mfg. Inc. utilizing the Texas Association of School Boards (TASB) BuyBoard Cooperative is as follows:

DivisionMake/ModelUnitsCostTotal Cost

Skylark 725DT Grasshopper Mower 1 \$21,815.55 \$21,815.55

^{*}Includes \$400.00 BuyBoard fee for all Bond Equipment Co. Inc. purchases

^{*}Includes \$400.00 BuyBoard fee for all Caldwell Country Chevrolet purchases

^{*}Includes \$400.00 BuyBoard fee

The purchase pricing from North Texas Trailers, LLC. utilizing the Texas Association of School Boards (TASB) BuyBoard Cooperative is as follows:

DivisionMake/ModelUnitsCostTotal Cost

Water Dist. MAXXD C6X8316 Trailer 1 \$7,777.98 \$7,777.98

The purchase pricing from Rush Truck Center utilizing the Texas Association of School Boards (TASB) BuyBoard Cooperative is as follows:

DivisionMake/ModelUnitsCostTotal Cost

Transportation Ford F650 Flatbed Truck 1 \$94,224.58 \$94,224.58*
*Includes \$400.00 BuyBoard fee

The purchase pricing from Silsbee Ford utilizing The Interlocal Purchasing System (TIPS) Cooperative is as follows:

Division Make/Model Units Cost Total Cost

Animal Serv Ford F150 Truck 1 \$42,118.25 \$42,118.25 Drainage Ford F150 Truck \$50,525.50 \$50,525.50 1 \$45,060.75 \$135,182.25 KFHRA Ford F150 Truck 3 Mowing Ford F250 Truck 3 \$56,594.50 \$169,783.50 Police Ford F250 Truck 1 \$52,989.25 \$52,989.25 Police Ford E350 Van 1 \$97,558.72 \$97,558.72 Police Ford F150 Responder Truck \$95,110.40 1

Police Ford F150 Responder Truck 1 \$95,110.40 \$95,110.40
Police Ford Explorer Interceptor Hybrid 5 \$91,606.08 \$458,030.40

Police Ford Explorer Interceptor 11 \$92,281.58 \$1,015,097.38

Water Dist. Ford F350 Truck w Utility Body 2 \$70,102.50 \$140,205.00 Water Dist. Ford F350 Truck w Utility Body 1 \$73,231.50 \$73,231.50

The ambulance purchase pricing from Sterling McCall Ford utilizing the Houston-Galveston Area Council (HGAC)Buy Cooperative is as follows:

Division Make/Model Units Cost Total Cost

Fire Ford F450 Ambulance Re-Mount 1 \$256,325.00 \$256,325.00* Fire Ford F450 Ambulance Re-Mount 1 \$250,725.00 \$250,725.00

The purchase pricing for medical equipment from Stryker Medical, as a sole source vendor, for the two ambulances is as follows:

Division Make/Model Units Cost Total Cost

Fire Stryker Cot, Power Load, Stair Chair 2 \$79,725.00 \$159,450.00

The purchase pricing from United AG and Turf utilizing the Sourcewell Cooperative is as follows:

Division Make/Model Units Cost Total Cost

Mowing JD 4066M Tractor, MX10 Cutter 1 \$52,625.16 \$52,625.16

^{*}Includes \$600.00 HGACBuy fee for all Sterling McCall Ford purchases

Is this a one-time or recurring expenditure?

These are one-time expenditures.

Is this expenditure budgeted?

These expenditures are budgeted in the following accounts:

Department/Division	Account	Cost	Available F	unds	
Animal Services 349-885	55-493.61-10	\$42	,118.25	\$55,500	
Aviation 523-8805-493.61	L-10 \$135	,182.25	\$148,500)	
Aviation 523-8805-493.61	1-35 \$21,8	315.55	\$23,000		
Communications 220-040)5-414.61-10	\$29	,880.00	\$33,000	
Information Technology	349-8827-493	.61-10	\$29,880.	00 \$33	,000
Fire 349-8870-493.61-10	\$732,370	.00	\$732,370		
Mowing 349-8834-493.61	L-10 \$169	,783.50	\$171,119)	
Mowing 349-8834-493.61	L-35 \$52,6	525.16	\$52,626		
Parks & Recreation 349	9-8830-493.61-	10	\$57,295.00	\$58,240	
Police 349-8860-493.61-10					
Public Works - Drainage	375-8834-493	.61-10	\$50,525.	50 \$51	,026
Public Works - Drainage	375-8834-493	.61-35	\$93,738.	75 \$93	,739
Public Works - Solid Waste		-493.61	-35 \$2,0	42,932.39	\$2,042,933
Public Works -Transportation	349-	8834-49	3.61-10	\$314,766.58	\$314,767
Public Works - Water & Sewe					
Public Works - Water & Sewe	er 387-	8834-49	3.61-35	\$96,815.97	\$96,816
Total \$5,934,881.79	\$5,989,234				

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:

City Council approve the procurement of the fleet vehicles and equipment in the amount of \$5,934,882 and authorize the City Manager or designee to execute change orders in accordance with state and local law.

DEPARTMENTAL CLEARANCES:

Animal Services Aviation Communication Fire

Information Technology

Police

Public Works

Recreation

Purchasing

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

Quotes

Certificates of Interested Parties

BuyBoard Quote

ASSOCIATED SUPPLY COMPANY, INC.

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

BuyBoard Vendor: ASSOCIATED SUPPLY COMPANY, II					y: Jacob Williams		
Address: 202 N lh # 35, Belton, TX 76513 Phone: (254) 613-1500					Mobile: 512-317-7078		
Pnone: (254) 613-1 Fax:				Emaii:	Email: <u>JEWILLIAMS@ASCOEQ.COM</u>		<u>//</u>
Government Agency: CITY OF KILI	-			Date Prepared:	9/6/2023		
Ship To: CITY OF KILLEEN				Bill To:	CITY OF KILLEEN		
Contacts' Name: GRANT ROACH					254-501-7798		
Email: GRoach@killeentexas.gov				rax.			
Product Description: <u>CASE CX26 Mini Excavator with Canopy</u>				BuyBoard Contract:	685-22		
I. Price List Dated:					Base Price:	\$	53,378.00
II: Base Bid Options (Itemized Bel	ow)						
747079 CASE Arm Long w/Thumb Br	acket	\$	350.00		_		
Operators Manual - English			uded in Price				
747480 Operators Manual - English		Incl	uded in Price				
747055 2Way Aux Joystick		Incl	uded in Price				
9552700 Rubber Tracks		Incl	uded in Price				
747242 LED Working Lights		\$	161.00				
747996 Additional Counterweight		\$	220.00				
747453 Travel Alarm		\$	222.00				
747239 CANOPY		Incl	uded in Price				
747088 LED Beacon		\$	300.00				
747240 STD DOZER BLADE		Incl	uded in Price				
	SUB-TOTAL:	\$	1,253.00		SUB-TOTAL:		-
					Options List Price Total:	\$	1,253.00
III. SUB-TOTAL OF I & II						\$	54,631.00
IV. BuyBoard Discount:	25.00%	\$	13,657.75	ВЦ	JYBOARD CONTRACT PRICE:	\$	40,973.25
V: NON-BASE OPTIONS			450.00		Non-Base Options (%) =		0
LOCAL DELIVERY		\$	150.00	18" Pin on Bucket		\$	1,942.72
FACTORY FREIGHT		\$	1,500.00				
	SUB-TOTAL:	\$	1,650.00		SUB-TOTAL:	\$	1,942.72
VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)						\$	3,592.72
VII: TOTAL IV + VI						\$	44,565.97
VIII: QUANTITY ORDERED UNITS:			1			\$	44,565.97
IX: ADDITIONAL DISCOUNT:	Dealer Discount	\$			2,000.00	\$	2,000.00
					TOTAL	\$	42 565 97

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454

Buy Board Quote

ASSOCIATED SUPPLY COMPANY, INC.

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

Vendor:	Associated Supply Company, Inc		Prepared By:	Austin Jackson		
				254.931.1806		
	254.931.1806		Email:	ajackson@ascoeq.com		
Tax.			Date Prepared:	9.22.2023		
Government Agency:	City of Killeen					
Ship To:	TBD		Bill To:	Quote is good through 10		
Contacts' Name:	•					
Email:	GRoach@killeentexas.gov		Fax:			
Product Description:	New Case CX37C		Contract:	685-22		
I. Price List Dated:	9.22.2023			Base Price:	\$	75,789.00
II: Base Bid Options (Itemized Below)					
- Enclosed Cab w/HVAC		\$ 9,746.00	5 Year - 3000 Hour Pren	nier Warranty	Incl	uded
- Joystick Controls		Included	<u> </u>	inci vvarianty		Jucu
- 2 Speed	_	Included				
· 1/2 Way Aux Hydraulio	CS .	Included				
- 12" Standard Bucket		Included				
- LED Work Lights		Included			-	
- Additional Counterwei	ight	Included				
- 4-Way Angle Dozer Bla		Included				
- Travel Alarm		Included				
- Rubber Tracks		Included				
	_			_		
	SUB-TOTAL:	\$ 9,746.00		SUB-TOTAL:	\$	-
				Options List Price Total:	\$	9,746.00
III CUD TOTAL OF LO					¢	05 535 00
III. SUB-TOTAL OF I &	II				<u>\$</u>	85,535.00
V. Discount:	25.00%	\$ 21,383.75		CONTRACT PRICE:	\$	64,151.25
V: NON-BASE OPTION	NS			Non-Base Options (%) =		0
			Asco One Time Discreso	nary Discount	\$	(9,901.25)
					\$	-
					\$	-
	SUB-TOTAL:	\$ -		SUB-TOTAL:	\$	(9,901.25)
VI: UNPUBLISHED OP	TIONS ADDED TO CONTRACT PRI		& COL 2)		\$	(9,901.25)
VIII. TOTAL IV. : VII					۲.	F4 3F0 00
VII: TOTAL IV + VI VIII: QUANTITY ORDE	RED LINITS:	1			<u> </u>	54,250.00 54,250.00
IX: TRADE-IN OR OTH		1			- ب	34,230.00
THADE IN OR OTH	G.(2).			TOTAL:	Ś	54,250.00
				· - · · · - ·	<u> </u>	

Buy Board Quote

ASSOCIATED SUPPLY COMPANY, INC.

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

Vendor:	Associated Supply Company, Inc			Austin Jackson		
Phone:	254.931.1806			254.931.1806 ajackson@ascoeq.com		
	254.551.1000		Lilian.	ајаскзоп@азсосц.сот		
Government Agency:			Date Prepared:	8.4.2023		
				Quote is good through 10,		
Ship To:	TBD		Bill To:			
Contacts' Name:	Crant Basch		Dhono	254 504 7709		
	GRoach@killeentexas.gov			254-501-7798		
Product Description:			Contract:	685-22		
Product Description.	New Case 17450B		Contract.			
I. Price List Dated:	8.4.2023			Base Price:	_\$_	130,985.0
II: Base Bid Options (Itemized Below)					
Limited Cab Package (E	nclosed Cab w/HVAC)	Included	5 Year - 3000 Hour Pren	nier Warranty	Incl	uded
- EH Pilot Contols w/LCI	D Display	Included				
- Speed		Included	-			
- Enhanced High Flow H	lydraulics	Included				
- Heavy Duty Rear Door		Included	-			
- Hydraulic Quick Coupl	er	Included				
- 8" LCD Display		Included				
- Air Ride Suspension Se	eat	Included				
- Heavy Duty Lights		Included				
- Lexan Demo Door		Included				
- 84" Bucket		Included				
	SUB-TOTAL	\$ -		SUB-TOTAL:	\$	
				Options List Price Total:	\$	-
III. SUB-TOTAL OF I &	.II				\$	130,985.0
IV. Discount:	25.00%	\$ 32,746.25		CONTRACT PRICE:	\$	98,238.7
V: NON-BASE OPTION	NS			Non-Base Options (%) =		
			Asco 1 Time Discresiona	ay Discount	\$	(4,500.0
					\$	
					\$	-
	SUB-TOTAL:	\$ -		SUB-TOTAL:	\$	(4,500.0
VI: UNPUBLISHED OP	PTIONS ADDED TO CONTRACT PR	ICE (SUBTOTAL OF COL1	& COL 2)		\$	(4,500.0
VII: TOTAL IV + VI					\$	93,738.7
VIII: QUANTITY ORDE	ERED UNITS:	1			\$	93,738.7
IX: TRADE-IN OR OTH						
	• •			TOTAL:	\$	93,738.7

BuyBoard Quote

ASSOCIATED SUPPLY COMPANY, INC.

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

•		SUPPLY COMPANY, II	NC.			Jacob Williams		
		5, Belton, TX 76513				512-317-7078		
Phone: Fax:	(254) 613-15	500			Email:	JEWILLIAMS@ASCOE).COI	<u>VI</u>
Government Agency:		EEN			Date Prepared:	9/6/202	3	
Ship To:	CITY OF KILL	EEN			Bill To:	CITY OF KILLEEN		
Contacts' Name: Email:		CH leentexas.gov				254-501-7798		
Product Description:	CASE CX26 Min	i Excavator with Canopy				685-22		
I. Price List Dated:						Base Price:	\$	53,378.00
II: Base Bid Options ((Itemized Belo	ow)						
747079 CASE Arm Long	g w/Thumb Bra	cket	\$	350.00				
Operators Manual - En	glish		Inclu	uded in Price				
747480 Operators Man	nual - English		Inclu	uded in Price				
747055 2Way Aux Joys	tick		Inclu	uded in Price				
9552700 Rubber Tracks	s		Inclu	uded in Price				
747242 LED Working Li	ights		\$	161.00				
747996 Additional Cou	ınterweight		\$	220.00				
747453 Travel Alarm			\$	222.00				
747239 CANOPY			Inclu	uded in Price				
747088 LED Beacon			\$	300.00				
747240 STD DOZER BLA	ADE		Inclu	uded in Price				
		SUB-TOTAL:	\$	1,253.00		SUB-TOTAL:	\$	<u>-</u>
						Options List Price Total:	\$	1,253.00
III. SUB-TOTAL OF I &	k II						\$	54,631.00
IV. BuyBoard Discour	nt:	25.00%	\$	13,657.75	В	JYBOARD CONTRACT PRICE:	\$	40,973.25
V: NON-BASE OPTIO	NS					Non-Base Options (%) =		
LOCAL DELIVERY			\$	150.00	18" Pin on Bucket		\$	1,942.72
FACTORY FREIGHT			\$	1,500.00				
		SUB-TOTAL:	\$	1,650.00		SUB-TOTAL:	\$	1,942.72
VI: UNPUBLISHED OF	PTIONS ADDE	D TO CONTRACT PRIC	E (SU	JBTOTAL OF	COL1 & COL 2)		\$	3,592.72
VII: TOTAL IV + VI							\$	44,565.97
VIII: QUANTITY ORDI	ERED UNITS:			1			\$	44,565.97
IX: ADDITIONAL DISC		Dealer Discount	\$			2,000.00	\$	2,000.00
		•				TOTAL	<u> </u>	42 565 97

Buy Board Quote

ASSOCIATED SUPPLY COMPANY, INC.

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

Vendor: Ass	sociated Supply Company, Inc.			Austin Jackson 254.931.1806		
Phone: 254	4.931.1806			ajackson@ascoeq.com		
				<u>ajasnosni@asssoqnssnii</u>		
Government Agency: _Cit			Date Prepared:	9.22.2023		
				Quote is good through 10		
Ship To: TBI	D		Bill To:			
Contacts' Name: Gra				254-501-7798		
Email: GF	Roach@killeentexas.gov		Fax:			
Product Description: Ne	w Case CX37C		Contract:	685-22		
I. Price List Dated:	9.22.2023			Base Price:	\$	75,789.00
II: Base Bid Options (Item	nized Below)					
- Enclosed Cab w/HVAC		\$ 9,746.00	5 Year - 3000 Hour Pren	nier Warranty	Inclu	uded
- Joystick Controls		Included				
- 2 Speed		Included				
- 1/2 Way Aux Hydraulics		Included				
- 12" Standard Bucket		Included				
- LED Work Lights		Included				
- Additional Counterweight		Included				
- 4-Way Angle Dozer Blade		Included				
- Travel Alarm		Included				
- Rubber Tracks		Included				
	SUB-TOTAL:	\$ 9,746.00		SUB-TOTAL:	<u> </u>	
		3,740.00		Options List Price Total:		
				.,	<u> </u>	377 10100
III. SUB-TOTAL OF I & II					\$	85,535.00
IV. Discount:	25.00%	\$ 21,383.75		CONTRACT PRICE:	\$	64,151.25
V: NON-BASE OPTIONS				Non-Base Options (%) =		(
			Asco One Time Discreso	nary Discount	\$	(9,901.25
					\$	-
					\$	_
	SUB-TOTAL:	\$ -		SUB-TOTAL:	\$	(9,901.25
VI: UNPUBLISHED OPTIO	NS ADDED TO CONTRACT PRI	CE (SUBTOTAL OF COL1	& COL 2)		\$	(9,901.25
VII: TOTAL IV + VI					\$	54,250.00
VIII: QUANTITY ORDERED	UNITS:	1			\$	54,250.00
IX: TRADE-IN OR OTHER (
				TOTAL:	\$	54,250.00

PRODUCT PURCHASING BASED ON CONTRACT

Cu	stomer		City of Killeen			7/26/2023	
Pro	oduct Description	RH Drive	CRANE CARRIER	LET2	ASL		
			TBD				
A.	Base Price in Bid/Proposal Number	60	01-19			\$157,156.00	
В.	Published Options *itemize each item	below)					
	Cummins - X12-350R	22176	315/80 Rear Tires	1707			
	Block Heater	384	Double Frame	3256			
	Remote Radiator Filler Tank	561	Wheel Base 212	855			
	3-GRP 31 925CCA batteries	160	6S/6M ABS	638			
	Flaming River Disconnect W/ light	201	HTD Remote LH Mirror	537			
	Fuel Tank 80 Gallon	93	HTD Remote RH Mirror	389			
	Custom fuel tank location	238	HTD spot mirrors	225			
	4500RDSR Trans W/Retarder	29821	LH C2 Seat	159			
	RH Drive	1529	RH Sentry Seat	310			
	D46-170P Axles 5.57	859	2-Way Dash Radio Wiring	103			
	Wide Brake Package 8.62	386	Freight	2598			
	R.Aluminum Wheels	1102	27 Yard Rotopac	193596			
	Subtotal column 1	57510	Subtotal column 2	204373			
	Pubished Options added to Base Pri	ice (Subtotal of Column1	Column 2)			\$261,883	
C.	Subtotal of A+ B				-	\$419,039	
D.	Unpublished Options (Itemize each it	em below. Not to exceed +	25% of Unpublished)				
	Adj.Seat Shock RH	346	Surcharge	975			
	Frt Tow Pins	346	Payment after Delivery	4000			
	46,000 Up Grade	4674	Price adjustment 24-6	4500			
	Radio off in reverse	228	Early Pay price ADJ	-4000			
	Orange Seat Belts	466					
	RH Ingntion Switch	285					
	Body Adjustments	5000					
	Total Column 1	11345	Total Column 2	5475			
	Unpublished Options added to Base	Price (subtotal of Column	n 1 + 2)			16820	
Ε.	, , , ,		AC1 Price Adjustment			-9000	
F.	, ,				-	\$426,859	
G.	- ·	2 # of Units				853,718	0 00 # f 5'
H.	*	v	400	*G : D . W			One PO # fee on FL quote
I.	Non-Equipment Charges & Credits (i	e Ext. Warranty, Trade In,	Cost of Factory Trips etc.)	*Cummins Ext Warrant	У	5240	2620 each
			01441	*Truck Inspection		0	
T	TOTAL DUDOUAGE DDICE INCL	LIDING (C. III II)	Subtotal non equipment ch	anges	-	959.059	
J.	TOTAL PURCHASE PRICE INCL	ODING (G +H +I)	4 1 D 1			858,958	
	Bond Equipment Company Inc.		Andy Bond				
	2946 Irving Blvd		214-637-0760				

^{*}Cummins Extended warranty per truck \$2620

Dallas, TX 75247

^{*}Cummins Extended warranty Engine and Aftertreatment 5 years or 100,000 miles

^{*}Truck inspection per person \$1500

^{*}Early payment discount for Chassis if paid when chassis is delivered to body company

PRODUCT PURCHASING BASED ON CONTRACT

Cu	stomer		City of Killeen			7/26/2023	
	oduct Description	RH Drive	CRANE CARRIER	LET2	ASL	7/20/2023	
110	duct Description	KII DIIVE	TBD	LE12	ASL		
A.	Base Price in Bid/Proposal Number	60	01-19			\$157,156.00	
ъ	P.17.1.10 2 ** 1 12	1.1.					
В.	Published Options *itemize each item		215/00 P TF:	1707			
	Cummins - X12-350R	22176	315/80 Rear Tires Double Frame	1707			
	Block Heater	384		3256			
	Remote Radiator Filler Tank	561	Wheel Base 212 6S/6M ABS	855			
	3-GRP 31 925CCA batteries	160 201		638			
	Flaming River Disconnect W/ light		HTD Remote LH Mirror	537			
	Fuel Tank 80 Gallon	93	HTD Remote RH Mirror	389			
	Custom fuel tank location	238	HTD spot mirrors	225			
	4500RDSR Trans W/Retarder	29821	LH C2 Seat	159			
	RH Drive	1529	RH Sentry Seat	310			
	D46-170P Axles 5.57	859	2-Way Dash Radio Wiring	103			
	Wide Brake Package 8.62	386	Freight	2598			
	R.Aluminum Wheels	1102	33 yard Automizer	186529.6			
	Subtotal column 1	57510	Subtotal column 2	197306.6		¢254.017	
	Pubished Options added to Base Pri	ce (Subtotal of Column)	Column 2)			\$254,817	
C.	Subtotal of A+ B					\$411,973	
ъ	Unpublished Options (Itemize each ite	b -1 N 1	250/ -f.H				
D.				075			
	Adj.Seat Shock RH	346	Surcharge	975			
	Frt Tow Pins	346 4674	Payment after Delivery	4000			
	A6,000 Up Grade Radio off in reverse		Price adjustment 24-6	-4000			
	Orange Seat Belts	228 466	Early Pay price ADJ	-4000			
	RH Ingntion Switch	285 5000					
	Body Adjustments	3000					
	Total Column 1	11345	Total Column 2	5475			
	Unpublished Options added to Base			3473		16820	
	Onpublished Options added to Base	Frice (subtotal of Colum	111+2)			10820	
E.	Contract Price Adjustment (if any exp	loin)	AC1 Price Adjustment			-9000	
F.	Total of C +D + E(Not including Buylt		ACT THE Adjustment			\$419,793	
G.		1 # of Units			-	419,793	
Н.	· ·	1 # Of Clifts	400				ee will be on FL Quote
I.	Non-Equipment Charges & Credits (ie	Ext Womenty Trade In		*Cummins Ext Warrant		2620	2620 Each
1.	Non-Equipment Charges & Credits (le	Ext. warranty, frade in,	Cost of Factory Trips etc.)		.y	0	2020 Lacii
			Subtotal non equipment ch	*Truck Inspection		0	
J.	TOTAL PURCHASE PRICE INCL	UDING (C +H +I)	Sabtotai non equipment Cn	anges		422,413	
J.		ODING (G TII TI)	Andy Bond			422,413	
	Bond Equipment Company Inc.		•				
	2946 Irving Blvd		214-637-0760				
	Dallas, TX 75247						

^{*}Cummins Extended warranty per truck \$2620

^{*}Cummins Extended warranty Engine and Aftertreatment 5 years or 100,000 miles

^{*}Truck inspection per person \$1500

^{*}Early payment discount for Chassis if paid when chassis is delivered to body company

PRODUCT PURCHASING BASED ON CONTRACT

Cus	stomer		City of Killeen		7/21/2023
Pro	duct Description	LH Drive	CRANE CARRIER	LET2	FRONT LOADER
	•	Ship to	Heil		
A.	Base Price in Bid/Proposal Number	•	01-19		\$157,156.00
				.	
В.	Published Options *itemize each item	n below)			
	Cummins L9-380	13347	6S/6M ABS	638	
	Block Heater	384	HTD West coast LH	144	
	Remote Radiator Filler Tank	561	HTD West coast RH	144	
	3-GRP 31 925CCA batteries	160	HTD spot mirrors	225	
	Flaming River Disconnect W/ light	201	LH Sentry Seat	310	
	Fuel Tank 80 Gallon	93	RH C2 seat	159	
	4500 Series Transmission	16583	White Wheels	171	
	Multi leaf 23K	215	Chassis Keyed Alike	88	
	D46-170P Axles 5.57	859		_	
	Double Frame	3256	Freight Heil	3671	
	Wheel base 194	1045	Heil Half pack 40 YD	200855	
	Subtotal column 1	36704	Subtotal column 2	206405	
	Pubished Options added to Base Pr			200403	\$243,109
C.	Subtotal of A+ B	ice (Subtotal of Column)	Column 2)		\$400,265
С.	Subtotal of A+ B				\$400,203
D.	Unpublished Options (Itemize each it	cam balany. Not to avoid t	250/ of Unnublished)		
υ.		346		975	
	Adj.Seat Shock LH Frt Tow Pins	346	Surcharge Payment after Delivery	4000	
	46,000 Up Grade	4674	Price adjustment 24-6	4500	
		1380	Early Pay price ADJ	-4000	
	Cab windshield guard	1360		-4000	
			Body Early price ADJ	-4000	
			-		
	Total Calumn 1	6746	Total Column 2	1475	
	Total Column 1			14/3	9221
	Unpublished Options added to Base	e Price (subtotal of Colum	n 1 + 2)		8221
E	Contract Price Adjustment (if any exp	olain)	Motorized mirrors	Dealer Install	0
F.	Total of $C + D + E(Not including Buy)$		Motorized military	Dealer Install	\$408,486
G.	Quantity Ordered (Units x F)	1 # of Units			408,486
	Buyboard Fee	1 # Of Clifts	400	<u>-</u>	400,480
H.	Non-Equipment Charges & Credits (i	a Ext. Warranty, Trada I.,		*Cummins Ext Warranty	
I.	Non-Equipment Charges & Credits (1	e Ext. Warranty, Trade III, C	Lost of Factory Trips etc.)	•	
			Subtotal non equipment	*Truck Inspection changes	0
J.	TOTAL PURCHASE PRICE INCI	LUDING (G +H +I)	equipment	- ·- · - ·-	411,506
	Bond Equipment Company Inc.		Andy Bond		.11,500
	2946 Irving Blvd		214-637-0760		
	2740 II VIIIg DIVU		Z14-03/-0700		

^{*}Cummins Extended warranty per truck \$2620

Dallas, TX 75247

^{*}Cummins Extended warranty Engine and Aftertreatment 5 years or 100,000 miles

^{*}Early payment discount for Chassis if paid when chassis is delivered to body company

^{*}Earl payment discount for body if paid when chassis is delivered to body company

CALDWELL COUNTRY CHEVROLET 800 HWY. 21 E. CALDWELL, TEXAS 77836 BUYBOARD 601-19

End User:	CITY OF KILLEEN (00015)			Caldwell Rep: BEN LAUREANG	O #967
Contact:	GRANT ROACH			Phone: (979) 567-6155	
Phone/ En	nail: GROACH@KILLEENTEXAS.G	OV		Date: Friday, September	29, 2023
Product D	Description: 2024 Chevrolet Equ	ıinox (1XP26) FWD	4dr LS w/1		
A.	Bid Series: 21-CHEVROLET I	EQUINOX		A. Base Price	\$ 29,880.00
В.	Published Options [Itemize each below]				
Code			Model Vel	nicle	
1XP26	2024 Chevrolet Equinox (1XP26) FWD 4dr	LS w/1FL			
Code	Options	Bid Price	Code	Options	Bid Price
RIA	LPO, All-weather floor liners	\$0.00	IOR	Audio system, Chevrolet Infotainment 3 system	, \$0.00
PEF	LPO, Floor Liner Package	\$0.00	LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, V	\$0.00
AKO	Glass, deep-tinted, rear	\$0.00	MNH	Transmission, 6-speed automatic, electronically	- \$0.00
1FL	LS Preferred Equipment Group	\$0.00			<u> </u>
ARQ	Seats, front bucket	\$0.00			<u> </u>
CAV	LPO, Integrated cargo liner	\$0.00			<u> </u>
FJM	Axle, 3.50 final drive ratio	\$0.00			
GAZ	Summit White	\$0.00			<u> </u>
HC8	Medium Ash Gray, Premium Cloth seat trin	\$0.00			
~				Total of B. Published Options	\$ -
C.	Unpublished Options [Itemize each below,	Bid Price		Unpublished Options	Bid Price
2024MV I	Unpublished Options FACTORY ORDER	bia Price		Unpublished Options	Bid Price
	GAL TINT (FRONT)				
MAX LE	GAL TIM (FROM)				
				Total of C. Unpublished Options	: s -
_				•	
D.	Registration, Inspection, Paperwork, I	Postage cost, Cou	rthouse tin	ne, & Runner time:	
E.	Upfitter/Quote Number:				
F.	Delivery ETA:	2024MY FACTOR`	Y ORDER -	Q2/Q3 2024	
G.	Floor Plan Interest (for in-stock and/o	r equipped vehicl	les):		
Н.	Lot Insurance (for in-stock and/or equ	ipped vehicles):			
I.	Contract Price Adjustment:				
J.	Additional Delivery Chargemiles				
K.	Subtotal				\$ 29,880.00
L.		x K =			\$ 29,880.00
M.	Trade in:				
N.	Coop Fee per purchase order				
0.	Total purchase price with coop fee (Prices and availability are subject to change without notice)				

DISCLAIMER

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEGDE BY ENAAL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY 224 dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

CALDWELL COUNTRY CHEVROLET 800 HWY. 21 E. CALDWELL, TEXAS 77836 BUYBOARD 601-19

End User:	CITY OF KILLEEN FIRE DE	PARTMENT			Caldwell Rep: BILLY HUGHES	#BH2	16
Contact:	JIM KUBINSKI				Phone: (979) 567-8852		
Phone/ Em	ail: JKUBINSKI@KILLEENTEXAS	.GOV			Date: Wednesday, Augus	t 9, 20)23
Product De	escription: 2024 Chevrolet Sil	verado 1500 (CK10:	543) 4WD C1	ew Cab 147" \	Email: BILLY@CALDWEL	LCOU	NTRY.COM
Α.	Bid Series: 25 - CHEVROLET	1500 PICKUP			A. Base Price:	\$	52,230.00
В.	Published Options [Itemize each below]						
Code			Model Vel	nicle			
CK10543	2024 Chevrolet Silverado 1500 (CK10543)	WD Crew Cab 147	" Work Trucl	ζ			
Code	Options	Bid Price	Code		Options	В	Bid Price
5W4	Special Service Package	\$0.00	AKO	Glass, deep-tii	nted		\$0.00
PCV	WT Convenience Package	\$0.00	C49		r-window electric		\$0.00
L84	Engine, 5.3L EcoTec3 V8	\$0.00	CTT	Hitch Guidano			\$0.00
Z82	Trailering Package	\$0.00	DLF		de heated power-adjustable		\$0.00
JL1	Trailer brake controller, integrated	\$0.00	IOR	1	, Chevrolet Infotainment 3 system		\$0.00
AMF	Remote Keyless Entry Package	\$0.00	K34	Cruise control			\$0.00
NZZ	Skid Plates	\$0.00	K47	Air filter, heav			\$0.00
G80 6J7	Auto-locking rear differential Flasher System	\$0.00 \$0.00	KC4 KC9		mal engine oil cooler bed mounted, 120-volt		\$0.00 \$0.00
037	Plastici System	\$0.00	KC9		of B. Published Options	\$	\$0.00 -
C.	Unpublished Options [Itemize each below,	not to exceed 25%	1		•		
<u>C.</u>	Unpublished Options Unpublished Options	Bid Price	Ì	Unnubli	ished Options	В	Bid Price
G7C - RAG	•	214 1110		C in public	one opions		14 1 1100
				I	Total of C. Unpublished Options:	\$	-
D.	Registration, Inspection, Paperwork, 1	Postage cost, Cou	rthouse tin	ne, & Runner	time:		
Ε.	Upfitter/Quote Number:	CAPFLI	EET UPFITT	ERS CAPQ#108	3949	\$	13,240.00
	Delivery ETA:					\$	_
	Floor Plan Interest (for in-stock and/o	r equinned vehic	les).			Ψ	
	Lot Insurance (for in-stock and/or equ		ics).				
	•	iippeu veincies):					
	Contract Price Adjustment:						
	Additional Delivery Charge		miles			\$	
К.	Subtotal					\$	65,470.00
L.	Quantity Ordered 1	x K =				\$	65,470.00
М.	Trade in:						
N.	Coop Fee per purchase order					\$	400.00
	Total purchase price with coop fee (Prices and availability are subject to change without notice) \$ 65,870.00						

DISCLAIMER

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEGDE BY ENAMINE RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY 225

dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

QUOTE	# UNIT 00094			CONTRACT PRICING WORKS	SHEET			
End Us	ser: CITY OF KILLEEN		(Contractor: CALDWELL COUNTRY				
Contac	ct Name: GRANT ROACH			CALDWELL COUNTRY				
Email: GROACH@KILLEENTEXAS.GOV				Prepared By: Averyt Knapp				
Phone #: 254-501-7798]	Email: aknapp@caldwellcoun	try.com			
Fax #	:			Phone #: 979-567-6116				
Locati	ion City: KILLEEN, TX		:	Fax #: 979-567-4376				
Date 1	Prepared: JULY 28, 20	23		Address: P. O. Box 27, Caldwell, TX 77836				
Contra	act Number: BUY BOARD	#601-1		Tax ID # 14-1856872				
Produc	ct Description: 2024	CHEVROI	LET EQ	UINOX LS 1XP26				
A Bas	e Price & Options:			s	29,880			
245	e illee t opelens.							
B Fle	et Quote Option:							
Code	Description	Cost	Code	Description	Cost			
	LS PACKAGE, 1.5L- TURBO, AUTOMATIC,	INCL						
	CLOTH SEATS, CARPET FLOOR W/ALL WEATHER							
	FLOOR LINER PACKAGE (PEF), AIR							
	CONDITION, AMFM-							
	STEREO W/BLUETOOTH, TILT, CRUISE, POWER							
	WINDOWS, POWER							
	LOCKS, POWER MIRRORS, KEYLESS							
	ENTRY, REAR VISION							
	CAMERA, MAX LEGAL TINT -ALL							
	GM WARRANTY 5YR/100,000 MILES	INCL		CALDWELL COUNTRY PO BOX 27				
	POWERTRAIN @ N/C			CALDWELL, TEXAS 77836				
	PRICES VALID FOR 180 DAYS BUT SUBJECT TO			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER.				
	CHANGE DUE TO SUPPLY			COMMODITY SURCHARGES MAY				
	CHAIN CHALLENGES			APPLY AFTER PO ISSUED				
Subtot	al R				INCL			
Bubcoc	ar b				INCE			
C Unp	ublished Options							
Code	Description	Cost	Code	Description	Cost			
	-			<u> </u>				
Subtot	al C							
D Oth	er Price Adjustments (Installa	tion,	Delivery, Etc)				
Subtotal D INCL								

\$29,880
1
\$29,880
N/I
\$29,880
23 2024 APPX

CONTRACT PRICING WORKSHEET

Q001E# 0N11 00021	CONTRACT PRICING WORKSHEET
End User: CITY OF KILLEEN	Contractor: CALDWELL COUNTRY
Contact Name: GRANT ROACH	CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: JULY 28, 2023	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872
Product Description: 2024 CHEVROLET 3	3500HD SILVERADO 4X2 CREW CAB DRW
A Base Price & Options:	\$57,295

B Fleet Quote Option:

Code Description

		Cost	Code	Description		Cost
	4X2-CREW CAB,	INCL				
	14,000#GVWR-DUAL					
	REAR WHEEL, 6.6L-V8					
	GAS, 10-SPD ALLISON					
	AUTOMATIC, 3.73					
	LOCKING REAR AXLE					
	DIFFERENTIAL, 40-20-					
	40 VINYL SEATS, FULL					
	RUBBER FLOOR, AIR					
	CONDITION, AMFM-					
	STEREO W/BLUETOOTH,					
	TILT, CRUISE, POWER					
	WINDOWS, POWER					
	LOCKS, POWER TRAILER					
	TOW MIRRORS, DEEP					
	TINT GLASS-MAX,					
	GOOSENECK PACKAGE					
	W/2-5/16" BALL,					
	SPRAY ON BEDLINER,					
	8' BED, REAR STEP					
	BUMPER, REAR VISOIN					
	CAMERA, OEM					
	INTEGRATED TRAILER					
	BRAKE CONTROLLER					
	GM WARRANTY	INCL		CALDWELL COUNTRY		
	5YR/100,000 MILES			PO BOX 27		
	POWERTRAIN @ N/C			CALDWELL, TEXAS 77836		
	PRICES VALID FOR 180			REVERIFY PRICING BEFORE		
	DAYS BUT SUBJECT TO			ISSUING PURCHASE ORDER.		
	CHANGE DUE TO SUPPLY			COMMODITY SURCHARGES MAY		
	CHAIN CHALLENGES			APPLY AFTER PO ISSUED		
Subtota	al B				INC	L

Cost Code Description

228

Cost

		T				
Subtotal C						
D Other Price Adjustments (I	nstallation.	Delivery, Etc.)	·			
	,	,,				
Subtotal D			INCL			
E Unit Cost Before Fee & Non	-Equipment C	narges (A+B+C+D)	\$57,295			
Quantity Ordered			1			
Subtotal E			\$57,295			
F Non-Equipment Charges (Tra	de-In, Warra	nty, Etc)				
BUY BOARD FEE (ONE PER PC	, NOT PER UN	(T)	N/I			
-						
G. Color of Vehicle: WHITE						
G. COIOI OI VEHICIE. WHITE	G. COTOL OI VEHICLE: WHILE					
H. Total Purchase Price (E+F) \$						
	Estimated D	alivery Date:	02-03 2024 APPX			
	Estimated D	elivery Date:	Q2-Q3 2024 APPX			

CONTRACT PRICING WORKSHEET

ZOOIEW ONII 03033	CONTINCT PRICING WORKSHEET
End User: CITY OF KILLEEN	Contractor: CALDWELL COUNTRY
Contact Name: GRANT ROACH	CALDWELL COUNTRY
Email: GROACH@KILLEENTEXAS.GOV	Prepared By: Averyt Knapp
Phone #: 254-501-7798	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City: KILLEEN, TX	Fax #: 979-567-4376
Date Prepared: AUGUST 2, 2023	Address: P. O. Box 27,
-	Caldwell, TX 77836
Contract Number: BUY BOARD #601-19	Tax ID # 14-1856872
Product Description: 2024 CHEVROLET C	COLORADO 14C43
A Base Price & Options:	\$39,390
B Fleet Quote Option:	

Code	Description	Cost	Code	Description		Cost
	4X2-CREW CAB, 2.7L-	INCL				
	TURBO, 8-SPD					
	AUTOMATIC, EVOTEX					
	SEATS, FULL RUBBER					
	FLOOR, AIR					
	CONDITION, AMFM-					
	STEREO W/BLUETOOTH,					
	TILT, CRUISE, POWER					
	WINDOWS, POWER					
	LOCKS, POWER					
	MIRRORS, KEYLESS					
	ENTRY, DEEP TINT					
	GLASS-MAX, SPRAY ON					
	BEDLINER, STANDARD					
	BED, REAR STEP					
	BUMPER, REAR VISION					
	CAMERA, TRAILER TOW					
	HITCH PACKAGE, OEM					
	ASSIST STEPS (VZT),					
	AMBER & BLUE STROBES					
	FRONT AND REAR					
	GM WARRANTY	INCL		CALDWELL COUNTRY		
	5YR/100,000 MILES			PO BOX 27		
	POWERTRAIN @ N/C			CALDWELL, TEXAS 77836		
	PRICES VALID FOR 180			REVERIFY PRICING BEFORE		
	DAYS BUT SUBJECT TO			ISSUING PURCHASE ORDER.		
	CHANGE DUE TO SUPPLY			COMMODITY SURCHARGES MAY		
	CHAIN CHALLENGES			APPLY AFTER PO ISSUED		
Subtot	al B				INC	CL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C						
D Other Price Adjustments (Installation, Delivery, Etc)						
Subtotal D IN						
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	\$39,390					
Quantity Ordered	1					
Subtotal E	\$39,390					
F Non-Equipment Charges (Trade-In, Warranty, Etc)						
BUY BOARD FEE (ONE PER PO, NOT PER UNIT)	N/I					
G. Color of Vehicle: WHITE						
H. Total Purchase Price (E+F)	\$39,390					
Estimated Delivery Date: Q2-Q3	2024 APPX					

QUOTE	# UNIT 00580			CONTRACT PRICING WORKS	HEET		
End U	ser: CITY OF KILLEEN			Contractor: CALDWELL COUNTRY			
Conta	ct Name: GRANT ROACH			CALDWELL COUNTRY			
Email	: GROACH@KILLEENTEXAS	G.GOV		Prepared By: Averyt Knapp			
Phone	#: 254-501-7798			Email: aknapp@caldwellcoun	try.com		
Fax #	:			Phone #: 979-567-6116			
Locat	ion City: KILLEEN, TX	ζ		Fax #: 979-567-4376			
Date 1	Prepared: AUGUST 23,	2023		Address: P. O. Box 27, Caldwell, TX 77836			
Contr	act Number: BUY BOARI	#601-	19	Tax ID # 14-1856872			
Produ	ct Description: 2024	CHEVRO	LET EÇ	QUINOX LS 1XP26			
A Bas	se Price & Options:			\$3	3,075		
B Fle	eet Quote Option:						
Code	Description	Cost	Code	Description	Cost		
	LS PACKAGE, 1.5L- TURBO, AUTOMATIC,	INCL					
	CLOTH SEATS, CARPET FLOOR W/MATS, AIR						
	CONDITION, AMFM-						
	STEREO W/BLUETOOTH, TILT, CRUISE, POWER						
	WINDOWS, POWER						
	LOCKS, POWER						
	MIRRORS, KEYLESS ENTRY, REAR VISION						
	CAMERA, MAX LEGAL						
	TINT -ALL, AMBER AND						
	BLUE STROBES FRONT & REAR						
	GM WARRANTY	INCL		CALDWELL COUNTRY			
	5YR/100,000 MILES			PO BOX 27			
	POWERTRAIN @ N/C PRICES VALID FOR 180			CALDWELL, TEXAS 77836 REVERIFY PRICING BEFORE			
	DAYS BUT SUBJECT TO			ISSUING PURCHASE ORDER.			
	CHANGE DUE TO SUPPLY CHAIN CHALLENGES			COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED			
	CHAIN CHADDENGES			APPEL APPER PO 1550ED			
Subtot	-al B			 	NCL		
Subcot	,ai b				КСП		
C Unp	oublished Options						
Code	Description	Cost	Code	Description	Cost		
				+			
Subtot	cal C		1		<u> </u>		
D 011	on Duine Adimeture /	Tm a t = 1 7		Deliment Bha			
	ner Price Adjustments (ınstalla	ation,				
Subtot	al D			IN	CL		

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	\$33,075
Quantity Ordered	1
Subtotal E	\$33,075
F Non-Equipment Charges (Trade-In, Warranty, Etc)	
BUY BOARD FEE (ONE PER PO, NOT PER UNIT)	N/I
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	\$33,075
Estimated Delivery Date: Q2-Q3	2024 APPX



DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN

DATE: 8/18/2023

INV #:

1701 Smith Rd. Bus: 512-389-0000 Austin, Texas 78721 Fax: 512-389-2663

INVOICE / BUYER'S ORDER CITY OF KILLEEN 254-501-7600 IP CODE **KILLEEN** 101 N COLLEGE ST TX 76541 **FREIGHTLINER** TBD 2024 M2106 A DOCUMENTARY FEE IS NOT AN OFFICIAL MILEAGE: FEE. A DOCUMENTARY FEE IS NOT **REQUIRED BY LAW, BUT MAY CHARGED** TIPS CONTRACT #200206 TO BUYER FOR HANDLING DOCUMENTS **RELATING TO THE SALE. A DOCUMENTARY** FEE MAY NOT EXCEED A REASONABLE CHASSIS BASE MODEL PRICE \$82,719.00 AMOUNT AGREED TO BY THE PARTIES. OPTION CONTENT \$43,021.00 THIS NOTICE IS REQUIRED BY LAW. MCNEILUS XC 28 YD. REAR LOADER \$154,755.00 **UN PAGO DOCUMENTAL NO ES UN CARGO OFFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES** POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO **DOCMENTAL NO PUEDI EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR** LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY. Disclaimer of Warranties The above decribed vehicle sold by Freightliner of Ausitn is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a writte warranty by, or service contract with Freightliner of Austin covering the describe vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale, but such vehicle or any of its component parts may be subject to warranty by the manufacuter thereof. MODEL/BODY YEAR TRADE-IN MILEAGE MODEL/BODY TOTA \$280,495.00 PAYOFF TO: (Trade Allowance) (\$.00)\$280,495,00 ADDRESS: TRADING DIFFERENCE TELEPHONE: FAX: SALES TAX \$0.00 DEALER'S INVENTORY TAX GOOD UNTIL: QUOTED BY: \$0.00 LICENSE FEE SHOW LIEN TO: \$0.00 **DOCUMENTARY FEE** Body Type: \$0.00 ADDRESS: FEDERAL EXCISE TAX License Wt.: \$280,495.00 State Insp. **TOTAL SALE PRICE** DATED: LIEN AMOUNT \$ \$0.00 License **PAYOFF ON TRADE** DRAFT FOR \$ EXT. WARRANTY \$0.00 Title DRAFT THRU: Transfer: LESS DEPOSIT \$0.00

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale.

La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca contratio y quy aparezca en el contrato de venta. If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrrpairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied. It is expressly agreed to and understood by Buyer and Seller that is the event of a non-credit transaction. Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE:	SELLER'S SIGNATURE:	DATE

\$280,495.00

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #601-19

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use	:: CITY OF KILLEEN		Rep:	Dennis Thomas				
Contact	:GRANT ROACH		Phone: 817-410-7541					
Phone/	Email: GROACH@KILLEENTEXAS.GO	V	Email: <u>dthomas@grapevinedcj.com</u>					
Product	Description:24 5500 REG CAB 4X2		Date: 10/02/2023					
A. B	d Series <u>5500</u>			A. Base Price:	29,306			
B. Pu	blished Options [Itemize each below	ابر						
Code	Options	Bid Price	Code	Options	Bid Price			
DP5L64	·	20,170	2YA	TRADESMAN DIESEL	9986			
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD			
A61	POWER EQUIPMENT GROUP	1,824	AHQ	MAX TOW	1,256			
XAC	BACKUP CAMERA	480	XF6	VOLTAGE MONITORING	146			
LBN	PTO PREP	335	XHC	BRAKE CONTROLLER	451			
				Total of B. Published Options:	34,648			
	Options Options FT VSW 24024 r1 10/02/23	Bid Price 154,219		\$= Options	Bid Price			
				Total of C. Unpublished Option	ns: 154,219			
D.	Pre-delivery Inspection:							
E.	Texas State Inspection:				\$			
F.	Manufacturer Destination/Deliver	y:			\$			
G.	Floor Plan Interest (for in-stock an	d/or equipped vehicle	es):		\$1313			
Н.	Lot Insurance (for in stock and/or	equipped vehicles):			\$656			
I.	Contract Price Adjustment:				\$			
J.	Additional Delivery Charge:	_		miles	FOB WACO			
K.	Subtotal:				\$220,142			
L.	Quantity Ordered	x K =			\$			
M.	Trade in:							
N.	BUYBOARD Administrative Fee (\$4	100 per purchase orde	er)		\$400.00			
Ο.	TOTAL PURCHASE PRICE INCLUDIN	IG BUYBOARD FEE			\$220,542			



GTS Technology Solutions, Inc. 9211 Waterford Centre Blvd Suite 275 Austin, TX, 78758

Austin, 1X, 78758 Phone: (512) 452-0651

Quote

Quote #: QT0104009
Date: 9/25/2023

Delivery Date:

Expire Date:11/10/2023Customer ID:TXKLLN13004Sales Contact:Jairus Mika

QUO	TE FOR:		SHIP TO:			
City	of Killeen		City of Killeen			
	CUSTOMER P.O. NO.	TERMS		5	SALES REP	
		Net 30 Days		(Callie Dunn	
		SHIPPING TERMS			SHIP VIA	
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	210-BCFW: Dell Latitude 5430 Rug	ged DIR-TSO-376	3-R 18.0	0 EACH	H \$2,866.30	\$51,593.40

NOTE: Dell Latitude 5430 Rugged 210-BCFW

Intel Core Processor i5-1135G7, (QC, 2.4 to 3.8 GHz, 28W, non-vPro) 379-BERT

Windows 11 Pro, English, French, Spanish 619-AQLP

No Microsoft Office License Included 658-BCSB

Intel® Core™ non-vPro i5-1135G7 with Iris Xe Graphics 338-CCRK

ME Lockout MOD - Manageability 631-ADED

16GB, 2x8GB, 3200 MHz DDR4 Non-ECC 370-AGTH

512GB M.2 PCIe NVMe Class 35 Solid State Drive 400-BMRW

14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-

Glare, Outdoor Viewable 391-BGGI

English US RGB Backlit Sealed Internal keyboard 583-BILF

Intel AX210 WLAN Driver 555-BHCC

Intel AX210 Wireless Card with Bluetooth 555-BHCH

4G CAT16 - Qualcomm(R) Snapdragon(TM) X20 LTE (DW5821e),

eSIM, Verizon, NMEA GPS port 556-BDVJ

Hot surface warning label 389-ECGC

Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery 451-BCWC

90W 461G Type-C EPEAT Adapter 492-BDEL

No Fingerprint, no Smartcard reader 346-BHQK

Power Cord 1M US 450-AAEJ

Setup and Features Guide 340-CXCE

Hot surface warning label 389-ECGC

Additional 3 Cell 53.5 Whr ExpressCharge Capable Battery 451-BCWD

ENERGY STAR Qualified 387-BBPC

Custom Configuration 817-BBBB

Dell Applications for Windows 11 658-BFIP

Mix Ship, Notebook, 5430 Rugged 340-CYJC

EPEAT 2018 Registered (Silver) 379-BDTO

Microphone +RGB HD camera; Touch; WLAN/WWAN antennae;

Pogo vehicle docking and RF passthrough 319-BBHV

No Option Included 340-ACQQ

Additional USB-A rear port 590-TFHR

Additional TBT/Type-C port 325-BEJZ

Rigid handle 750-ADPK

ProSupport Plus: Next Business Day Onsite, 2 Years Extended 808-6796

ProSupport Plus: Next Business Day Onsite, 3 Years 808-6797

Dell Limited Hardware Warranty Initial Year 808-6805

Continued... Page: 1 of 2



GTS Technology Solutions, Inc. 9211 Waterford Centre Blvd Suite 275 Austin, TX, 78758 Phone: (512) 452-0651

Quote

Quote #: QT0104009
Date: 9/25/2023

Delivery Date:

Expire Date:11/10/2023Customer ID:TXKLLN13004Sales Contact:Jairus Mika

QUO	TE FOR:		SHIP TO:				
City	City of Killeen		City of Killeen				
	CUSTOMER P.O. NO.	TERMS		SALES	S DED		
	COSTOMER F.O. NO.	Net 30 Days		Callie			
		SHIPPING TERMS		SHIP	VIA		
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE	
	• •	Damage Service, 5 Years 808-6826	3				
	ProSupport Plus: Keep Your I						
		ical Support, 5 Years 808-6845					
		nty Extended Year(s) 975-3461					
	,	ProSupport Plus. For tech support,	visit				
	www.dell.com/contactdell or c	all 1-866-516-3115 997-8367					
	MSRP \$5034.00						
2	DS-DA-113: Retrofit Kit for use with Ha DELL-4X0 Series Docking Stations	vis DS- DIR-CPO-475	1 18.00	EACH	\$60.77	\$1,093.86	
3	FREIGHT CHARGE: Freight Charge	NON CONTRA	CT 1.00	EACH	\$0.00	\$0.00	

	Total Weight (EACH):	0	Sales Total:	\$52,687.26
	Total Volume (EACH):	0	Freight & Misc.:	\$0.00
Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or			Tax Total:	\$0.00
material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.		Total (USD):	\$52,687.26	



DATE: Aug 11, 2023 QUOTE #:323826-02

CITY OF KILLEEN

FLEET SERVICES

Taylor, Bryan 254.709.7572

PO BOX 1329 KILLEEN, TEXAS 76540-1329

One (1) New Caterpillar Inc Model: 246D3-CL Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

DATE: Aug 11, 2023QUOTE #:Quote 323826-02

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
H1/C1/QC=M/ONE SPD/	512-4246
LANE 3 ORDER	0P-9003
COUNTERWEIGHT,MACHINE,EXTERNAL	345-5148
TIRES, 12/16.5 CAT 10PR	185-8667
BATTERY,HD,DISCONNECT, 850 CCA	568-5602
RIDE CONTROL, NONE	556-5898
SEAT BELT, 2"	542-6994
PRODUCT LINK, CELLULAR PL243	566-7115
CERTIFICATION ARR, P65	563-1163
SERIALIZED TECHNICAL MEDIA KIT	421-8926
PACK, DOMESTIC TRUCK	0P-0210
REAR LIGHTS	356-6082
INSTRUCTIONS, ANSI, USA	512-3740
BUCKET-IND. GR, 74", BOCE	158-6095
CAB PACKAGE, PRO	588-9081
DOOR, CAB, GLASS	539-8060

SOURCEWELL COOPERATIVE PRICING CONTRACT #032119-CAT

 SALE PRICE
 \$69,560.39

 EXT WARRANTY
 Included

 CSA
 Included

 TOTAL PRICE
 \$69,560.39

 SUB TOTAL
 \$69,560.39

 TOTAL PURCHASE PRICE
 \$69,560.39

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

Extended Warranty: 246-60 MO/3000 HR PREMIER

CSA 500 & 1000HR PM Parts Only Kits (Maintenance parts only kits, excludes fluids)

<u>NOTES</u>

STANDARD EQUIPMENT

POWERTRAIN

Cat C3.3B diesel engine
-Gross horsepower per SAE J1349
74.3 hp (55.4 kW) @ 2400 RPM
-Electric fuel priming pump
-Liquid cooled, direct injection
Air cleaner, dual element, radial seal
S-O-S sampling valve, hydraulic oil

-Glow plugs starting aid

OPERATOR ENVIRONMENT

-Alternator Output -Engine oil pressure -Armrest raised/operator out of seat -Air filter restriction

-Engine coolant temperature Operator warning system indicators:

ELECTRICAL

Electrical outlet, beacon -LED work lights (2 front, 2 rear)

Backup alarm Lights:

Page 2

-Dome light

-Two rear tail lights

-Gauge backlighting

Ignition key start/stop/aux switch

80 ampere alternator12 volt electrical system

HYDRAULICS

transmission control

Electro/hydraulic hydrostatic

Electro/hydraulic implement control

ISO or H pattern controls:

POWERTRAIN

Four wheel chain drive Hydrostatic transmission

nyurostatic transmissior

parking brakes

Spring applied, hydraulically released,

cooler (side-by-side) Radiator / hydraulic oil and water separator Filters, canister type, fuel

OPERATOR ENVIRONMENT

-Glow plug activation

FRAMES

Chassis, one piece welded Machine tie down points (6)

Belly pan cleanout

Support, lift arm Rear bumper, welded

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable

Extended life antifreeze (-37C, -34F)

Coupler, mechanical

Hydraulic oil level sight gauge

Radiator coolant level sight gauge

Radiator expansion bottle

Cat tough guard hose

Heavy duty flat faced quick disconnects with integrated pressure release Split D-ring to route work tool hoses

along side of left lift arm

Variable speed hydraulic cooling fan

Per SAE J818-2007 and EN 474-3:2006 and

ISO 14397-1:2007

OPERATOR ENVIRONMENT

-Hydraulic filter restriction

-Hydraulic oil temperature

-Park brake engages

-Engine emission system

Gauges: fuel level and hour meter

Storage compartment with netting

Ergonomic contoured armrest

Adjustable joystick controls

Control interlock system, when operator

leaves seat or armrest raised:

-Hydraulic system disables

-Hydrostatic transmission disables

-Parking brake engages ROPS cab, open, tilt up

Anti-theft security system w/6-button

keypad

FOPS, Level I

Top and rear Windows

Floormat

Interior rear view mirror 12V Electric socket

Horn

Hand (dial) throttle, electronic

FRAMES

Lift linkage, radial path

Page 3

Grasshopper QuikQuote #10011N02624



Vendor:

Moridge Mfg. Inc. 105 Old Highway 81 S. P.O. Box 810

Moundridge, KS 67107

Contact:

Brent Dobson

bdobson@grasshoppermow er.com

Quoted by

Moridge Manufacturing, Inc. | Justin Eicher

,

P: 620-345-8621 F: 316-

462-0593

Justin Eicher

E:

<u>jeicher@grasshoppermower.</u>

<u>com</u>

P: 620-345-8621

Quoted for

City of Killeen

2003-A Little Nolan Rd Killeen, TX 76542

E:

phoppaugh@killeentexas.go

<u>V</u>

P: 254-291-8941

Note:

Attn: Patrick Hoppaugh



Models may be shown with optional equipment that may or may not appear on your specific quote

Model 725DT with 3661PF

Quoted: Sep 20, 2023

Buy Board

Contract ID: #706-23 Contract Period: 05/25/2023-05/31/2024

Power Unit & Deck	List	Contract
Model 725DT (532127) 898cc MaxTorque? Diesel engine; "no-gears" T6? pump-and-wheel-motor transmission; AntiVibe Power Platform?; luxury seat and shock-absorbing footrest	\$17,375.00	\$13,552.50
3661PF – 61" w/ PowerFold <i>(532810)</i>	\$4,705.00	\$3,669.90

Wholegoods	List	Contract
533578 – Premier Suspension Seat	\$775.00	\$658.75
503708 - QuikAjust Tilt Lever Kit "Tall Boy" Hyd Switch	\$230.00	\$195.50
503188 - Canopy, Aluminum, for OPS and ROPS	\$550.00	\$467.50
533544 – Hydraulic Deck Lift	\$1,435.00	\$1,219.75
503341 – Light Kit - Yellow Beacon Strobe (Offset)	\$230.00	\$195.50
504569 – Down Discharge Mulching Package - 61"	\$240.00	\$204.00
503289 – High Mow Kit	\$110.00	\$93.50

Implements	List	Contract
533137 –Edge-EZE - Electric Lift	\$1340.00	\$1139.00

List Total: \$27,483.70

Contract: \$21,815.55

Grand Total: \$21,815.55

Stipulation(s):

√ Quote Expires in 40 days

Make PO to: Moridge Mfg. Inc.

Fax PO to: Email PO to:

bdobson@grasshoppermower.com

PO #:

Approved by:

Signature:

Date:

Parts (1X–4X, KU, 6X–9X)	List	Contract
603976-2 —Puncture Proof Semi-Pneumatic Tire & Wheel Assembly (QTY 2)	\$399.60	\$339.66
605860 –Edge-Eze� Wiring Harness Y-Adapter Kit	\$94.10	\$79.99



Quote Only North Texas Trailers LLC

3901 E. Loop 820 South
Ft. Worth, TX 76119
Sales Person: James M Gorrell
(817) 496-3800 Fax: (817) 496-3814 Sales Person Email: ftwsales3@ntxtrailers.com

Customer: City of Killeen

Address: 2003 Little Nolan Rd

KILLEEN, TX 76542

County: BELL

Cell: (254) 501-7798 Work: (254) 501-7798 Email: groach@killeentexas.gov

Ref # 24370

Description of Purchase							
New 2024 MAXXD C6X8316 7X16 TANDEM AXLE 14K EQUIPMENT TRAILER Stock Number: MX1019					X10199		
VIN	Ext Color #	Int Color.	Mileage	Weight	GVW	Length	Width
5R8BC1629RM110199	Charcoal Gray			2700	14000	16	83

Optional Equipment & Accessories		
*** BuyBoard Contract # 687-22 ***		
*** NET 30 *** Customer Pick Up at Dealer		
C6X8316 7799.81 D42 - No Dove with HD Stand-up Ramps 353.32 H38 - 235/85R16 Spare 180.00 BuyBoard Discount (-667.65) Prep/TempTag/Insp 123.25		
** Requires Signed PO to Secure Order ** Quote Good for 30 Days. ** Orders Take 8-10 Weeks.		

Trade:	
Trade 1 Vin:	Odometer:
Allowance: \$0.00	Payoff: \$0.00
Lien Holder:	

Manager Signature	Date
Buyer Signature	Date
Buyer Signature	Date

Selling Price Summary	
Sales Price	\$8,333.13
Discount	\$667.65
Rebate	\$0.00
Trade Allowance(s)	\$0.00
Optional Equipment & Accessories	\$0.00
Net Selling Price	\$7,665.48
Prep Fee	\$100.00
Road & Bridge Fee	\$0.00
Title Certificate	\$0.00
License Fee	\$0.00
Program Fee	\$0.00
e-Tag Fee	\$5.00
Document Fee	\$0.00
Dealer Inventory Tax	\$0.00
Inspection Fee	\$7.50
N/A	
N/A	
Motor Vehicle Tax	\$0.00
Trade Payoff(s)	\$0.00
Total Amount Due	\$7,777.98
Less Down Payment	\$0.00
Less Deposit	\$0.00
Balance or Amount Financed	\$7,777.98

Loan Information		
Finance Company: Address:		
APR: 0.00%	Monthly Payment	
Term: 0 months	\$0.00	

Terms & Conditions

POTENTIAL PRICE INCREASE(S) POLICY

I acknowledge that I am custom ordering a trailer from North Texas Trailers and the price reflected in this quote is an ESTIMATE only. Final price could be effected by future price increase(s) imposed by our manufacture which are out of North Texas Trailers control.

IN THE EVENT THAT THE MANUFACTURES IMPOSES PRICE INCREASE(S) YOU WILL BE PROVIDED WITH A COPY OF THE PRICE INCREASE(S) AT TIME OF FINAL PAYMENT AND YOUR FINAL PRICE WILL INCREASE BY AN AMOUNT EQUAL TO THE MANUFACTURE PRICE INCREASE(S) PLUS ADDITIONAL TAXES.

I FURTHER ACKNOWLEDGE THAT I AM PLACING A 25% Non-refund able PARTIAL PAYMENT ON THIS ORDER. THIS PARTIAL PAYMENT HAS BEEN APPLIED TO MY TOTAL BALANCE DUE. IF I CHOOSE TO NOT TAKE POSSESSION OF THE UNIT I AGREE TO FORFEIT THE PARTIAL PAYMENT.

MY INITIALS HERE INDICATE MY UNDERSTANDING AND APPROVAL OF THE POLICY DETAILED ABOVE:	
CLISTOMED INITIAL S:	

244EL-BO-ACC Printed: Sep 27, 2023 Quote Only Page 2 of 2 Init. _____

REMIT P.O. TO:munisales@rushenterprises.com Vendor RUSH TRUCK CENTER Date Prepared 9/5/2023 Contact for Vendor: Mike Foley Phone 214-215-3536 End User: City of Killeen End User Contact: Grant Roach Phone/Fax 254 501 7798 Product Description: 2024 Ford F-650 crew cab Diesel A: Base Price in Bid/Proposal Number: 601-19 Series: F-650 \$ 43,950.00 B: Published Options(Itemize Below) DESCRIPTION AMOUNT DESCRIPTION OPT# AMOUNT W6D crew cab Ford \$ 13,995.00 Listed Ford Options \$ 4,030.00 Ford Ford \$ RTC-0040 OEM Safety Inspection 1.236.00 Ford \$ RTC-1026 Lot Insurance 1,069.25 Ford \$ RTC-1027 Floor Plan Interest 1,425.00 Ford RTC-1061 14' Rugby flatbed 8,995.00 Ford Subtotal Column 1: \$ 18,025.00 Subtotal Column 2: \$ 12,725.25 Published Options added to Base Price(Subtotal of "Col 1" & "Col 2") \$ 30,750.25 C: Subtotal of A + B \$ 74,700.25 D: Non Published Options 52" amber & blue ECCO lightbar \$ 3,950.00 front & rear amber & blue strobes Spare Tire: & wheel \$ 685.00 Subtotal Column 1: \$ 4,635.00 Subtotal Column 2: Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$ 4,635.00 E: Contract Price Adjustment (If any, explain here) \$ 13,989.33 Material surcharge increases Loss of FOMOCO Government Discounts F: Total of C + D +/- E G: Quantity ordered Units: H: BUYBOARD Administrative Fee % 400.00 I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.) Freight \$ 500.00 J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 94,224.58

Prepared for: Mr. Grant Roach, Fleet, City of Killeen 2003 Little Nolan Rd. Killeen, TX 76542

2024 F-650 Diesel Crew Cab Base (W6D)

Price Level: 425

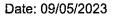
Client Proposal

Prepared by: MIKE FOLEY

Office: 214-215-3536

Email: foleym@rushenterprises.com

Quote ID: 852023-1

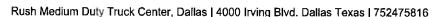




Fleet, City of Killeen

Prepared by: MIKE FOLEY

09/05/2023



2024 F-650 Diesel Crew Cab Base (W6D)

Price Level: 425 | Quote ID: 852023-1

Mr. Grant Roach, Fleet, City of Killeen 2003 Little Nolan Rd. Killeen, TX 76542

Re: Quote ID 852023-1 09/05/2023

Dear Mr. Roach,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

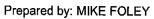
Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

MIKE FOLEY
Municipal Sales Dir.
214-215-3536
foleym@rushenterprises.com

2

Fleet, City of Killeen







Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2024 F-650 Diesel Crew Cab Base (W6D)

Price Level: 425 | Quote ID: 852023-1

Table of Contents

Description	Page
Cover Page	1
Cover Letter	2
Table of Contents	3
Warranty	4
As Configured Vehicle	5

Fleet, City of Killeen Prepared by: MIKE FOLEY

09/05/2023

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2024 F-650 Diesel Crew Cab Base (W6D)

Price Level: 425 | Quote ID: 852023-1

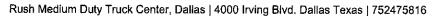
Warranty

Standard Warranty

Basic Warranty	
Basic warranty	24 months/unlimited
Powertrain Warranty	
Powertrain warranty	24 months/unlimited
Corrosion Perforation	
Corrosion perforation warranty	36 months/unlimited
Roadside Assistance Warranty	
Roadside warranty	24 months/unlimited
Diesel Engine Warranty	
Diesel engine warranty	60 months/250,000 miles
Transmission Warranty	
Transmission warranty	60 months/250,000 miles
Frame Rail Warranty	
Frame Rail Warranty	60 months/unlimited

Fleet, City of Killeen Prepared by: MIKE FOLEY

09/05/2023



2024 F-650 Diesel Crew Cab Base (W6D)

Price Level: 425 | Quote ID: 852023-1

As Configured Vehicle

Code Description

Base Vehicle

W6D Base Vehicle Price (W6D)

Engines

99C 6.7L Power Stroke V8 Turbo Diesel - 270 HP @ 2400

RPM

Includes Engine Exhaust Brake and manual regen

capability. Torque: 700 ft.lbs. @ 1500 rpm.

Governed RPM: 3200. Includes CARB clean idle label - may be removed

if un-necessary.

425 50-State Emissions

Transmissions

44D Ford TorqShift HD 10-Speed Automatic - with PTO

Provision Includes tow/haul.

Front Wheels & Tires

Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-

Hole

(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with

steel hubs.

T2B Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497

rev/mile)

Rear Wheels & Tires

663 Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-

Hole

(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with

steel hubs.

Wheel, Spare 22.5x8.25 White Powder Coated Steel, 10-

Hole - Quantity (One only)

R2B Tires, Rear Four 11R22,5G Goodyear Fuel Max RSA (497

rev/mile)

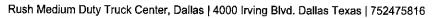
Brakes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

5

Fleet, City of Killeen Prepared by: MIKE FOLEY

09/05/2023



2024 F-650 Diesel Crew Cab Base (W6D)

Price Level: 425 | Quote ID: 852023-1

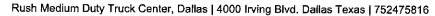
Code	Description
67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control
	Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver and hand operated park brake lever.
152	Trailer Connection Socket - 7-Way, Wired for Turn Signals
	Combined with Stop
	Mounted at rear of frame, for combined trailer stop, tail, turn, marker light circuits. Includes electric trailer brake accommodation package with cab connections for mounting customer installed electric brake unit.
Front Axle and Suspension	
43A	8,500 lb. Cap. Non-Driving - Dana D-850F
61B	Taper-Leaf Springs, Parabolic - 8,500 lb. Cap
	2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil
Rear Axle and Suspension	
472	17,500 lb. Single-Speed - Dana S17-140
	Single reduction with Gentech Quiet Gears and 190 wheel ends. NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.
68M	Multi-Leaf Springs - 19,000 lb. Cap
	11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.
X5D	5.57 Axle Ratio
	PRNDM/RNDM determined by Rear Axle Ratio and Tire Size.
Wheelbase	
218WB	218" Wheelbase/108" CA/70" AF/327" OAL
Frame	
534	Single Channel - Straight 'C' 12.64 SM, 50,000 PSI
	632,000 RBM. High strength low alloy steel; 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm).
765	Bumper, Front - Full Width, Chrome Plated Steel -
	(Included in (90E) Exterior Appearance Group)

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Fleet, City of Killeen

Prepared by: MIKE FOLEY





2024 F-650 Diesel Crew Cab Base (W6D)

Price Level: 425 | Quote ID: 852023-1

As Configured Vehicle (cont'd)	
Code	Description
86C	Chrome Grille Surround - (Included in (90E) Exterior Appearance Group)
Exhaust	
91G	Under Cab, Right Side Outlet, Switchback-Style Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.
Fuel Tanks	
65E	Fuel Tank - LH 65 Gallon Rectangular - Aluminum
Electrical / Alternator / Battery	
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5
55M	Jump Start Stud - Remote Mounted
63B	Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box 12Volt, Motorcraft.
59C	Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined) Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.
17M	Back-Up Alarm - Electric, 102 dBA
962	Daytime Running Lamps (Not Configurable)
16V	Voltmeter Available in message center.
Seats	
88L	30/70 Air Ride Driver (Integral Air Pump) & Fixed 2- Passenger Bench - Vinyl
87C	60/40 Rear Bench Seat w/Flip-Up Cushion and Fold- Down Back Trim will match selected driver seat material.
	materi delette diret dell'interiori

Cab Interior

Prepared for: Mr. Grant Roach

Fleet, City of Killeen

Prepared by: MIKE FOLEY





2024 F-650 Diesel Crew Cab Base (W6D)

Price Level: 425 | Quote ID: 852023-1

As Configured Vehicle (cont'd)

Code	Description
600A	Preferred Equipment Package 600A
	Includes:
	- Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals
	- Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals
	- Manual Regen Initiation - Driver Interface in Message Center
	- Engine Exhaust Brake
	- Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5
	 Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights
	 Tow Hooks, Front (2) - Frame-Mounted, Painted Black
	- Four Body Builder Switches - Mounted in Center Instrument Panel
	With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.
	- Floor Covering - Black Vinyl
	- Intelligent Oil Life Monitor
	- Steering Column - Tilt / Telescoping
	 Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls
61M	Rear View Camera w/Mirror Display
	Rear view mirror video with full length display included in kit. To be installed by Upfitter.
90A	Appearance Group
	Includes front-mounted overhead console with dual sunglass bins and integral front map reading lights.
	Includes:
	- Chrome Trimmed Air Registers w/Positive Shut-Off
	- 60/40 Rear Bench Seat w/Flip-Up Cushion and Fold-Down Back
	Trim will match selected driver seat material.
	- Power Equipment Group - (Included in (90A) Appearance Group)
	Includes power front side windows, power rear side windows, power door locks and door trim panel.
90P	Power Equipment Group - (Included in (90A) Appearance
	Group)
	Includes power front side windows, power rear side windows, power door locks and door trim panel.
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock
	Display and Bluetooth
Cab Exterior	
90E	Exterior Appearance Group
	Includes:
	- Bumper, Front - Full Width, Chrome Plated Steel - (Included in (90E) Exterior Appearance Group)
	- Chromed Fender Badge - Chrome Grille Surround - (Included in (90E) Exterior Appearance Group)
54R	Mirrors, Dual - Heated & Motorized Rectangular, XL2020 -
•	102" Width
	Integral spot mirror, sail type, solid black finish.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

8



Prepared for: Mr. Grant Roach

Fleet, City of Killeen

Prepared by: MIKE FOLEY

09/05/2023



2024 F-650 Diesel Crew Cab Base (W6D)

Price Level: 425 | Quote ID: 852023-1

As Configured	Vehicle ((cont'd)
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Code Description

Miscellaneous

PAINT

Paint Type - Environmentally Friendly, "3 - Wet System"

Exterior Color

YZ_01

Oxford White

Interior Color

E_01

Gray

Upfit Options

35454552

Cadet 14-96 Flatbed, bulkhead with window, treadplate floor, ICC bumper, LED lighting, painted black

Request for Quote

This document serves two purposes. First, it lists the requirements of the vehicle/equipment for which the City of Killeen is seeking a quote. Second, for each of the requirements, it provides space to briefly describe (or confirm) how each has been met by your quote. Please keep responses as brief as possible and return your quote and this form, completed, to GRoach@KilleenTexas.Gov in a timely manner. Failure to do so will render your quote incomplete, therefore unacceptable to the City of Killeen.

Response examples:

Incomplete Response:

See attached vehicle quote.

Complete Response:

Automatic Transmission is included.

UNIT # BEING				
REPLACED	YEAR	MAKE	MODEL	DEPARTMENT
(#00314)	2003	International	4200 Flatbed	Transportation

OLD UNIT # NEW UNIT # (#00314) #00316

This RFQ is for one unit.

Ford F-650 4x2 Crew Cab Flatbed Diesel Engine

Briefly describe how your quote meets this specification:

2024 FORD F-650 CREW CAB, Diesel

Flatbed: 8'x14' Steel Flat Bed with headache rack

Briefly describe how your quote meets this specification:

14' TREADPLATE CADET FLATBOO WITH HEADAGE

Color: White

Briefly describe how your quote meets this specification:

FORD WAITE

Automatic Transmission

Briefly describe how your quote meets this specification:

FORD 10 STEED AUTOMATIC TRANS

Convenience package that includes: Remote Controlled Door Locks, Power Windows, Power Locks, Air Conditioning, Cruise Control, Capability For Hands Free Cell Phone Operation (Ex: Bluetooth)

Briefly describe how your quote meets this specification:

AU INCLUDED

Vinyl seat material, vinyl floor covering material
Briefly describe how your quote meets this specification:
5 TANDARD
HD Trailering Package: Rear bumper pull receiver hitch with trailer wiring, Electric trailer brakes controller
Briefly describe how your quote meets this specification:
Mars pu stus
Full Size Spare Rim and Tire
Briefly describe how your quote meets this specification:
11 R 22.5 Tile & 10 Hope WHEL
1
Telematics Equipment (only if available):
If the manufacturer of the unit(s) offers a telematics service, the unit(s) will be delivered to the City of
Killeen, pre-installed with all required equipment (Ex. hardware and software) to allow full utilization of the
telematics service.
Briefly describe how your quote meets this specification:
LED Strobe Lights: Four (4) amber/blue lights total, located on each corner of vehicle
Front Two Strobes: Mounted on each front fender in the most forward & highest position possible Rear Two Strobes: Mounted on rear of vehicle in the highest & and most outward positions possible
Briefly describe how your quote meets this specification:
2 FRONT & 2 REAR AMBER & BLUE FLAT STROBES
,
Headache Rack Light Bar: Amber/Blue, mounted on top
Briefly describe how your quote meets this specification:
ECCO 52" AMBER & BLUE LIGHTBAR

Back Up Alarm

Briefly describe how your quote meets this specification:

INCLUDED & REAR CAMERA

Fire Extinguisher & First Aid Kit: Extinguisher floor mounted on the transmission hump forward of front seat

Briefly describe how your quote meets this specification:

INCLUBER

Window T	int: da	arkest lega	al
----------	---------	-------------	----

Briefly describe how your quote meets this specification:

INCLUDED

A manufacturer's official document, or electronic file, that lists all required maintenance intervals, as well as all part numbers of the manufacturer's required maintenance parts and fluids. Examples: Owner's Manual, Operator's Manual, ect. A digital/electronic file is preferred, and a website is not acceptable.

Briefly describe how your quote meets this specification:

Each vehicle will be delivered to:

City of Killeen Fleet Services, Bldg A

2003 Little Nolan Rd

Killeen, Texas 76542

Briefly describe how your quote meets this specification:

UNIT TO BE DELIVERED By TRUCK MoVERS INC.

Provide Address of Remittance

Briefly describe how your quote meets this specification:

7.e5

All legal documents and paperwork will use

City of Killeen

PO Box 1329

Killeen Texas 76540-1329

as the official address

Briefly describe how your quote meets this specification:

7 e 5

Submitted quote is valid for 180 days

Briefly describe how your quote meets this specification:

705

Delivery of unit(s) will only be accepted if the following documents accompany each unit.

- -Certificate of Origin (Original. Not a copy)
- -if applicable: Manufacturer's Statement of Origin (Original. Not a copy)
- -Form 130-U (Completed)

Request for Quote

- -Invoice (w/ Purchase Order Number Referenced)
- -Proof of TxDOT Inspection (MVI)
- -Temp. License Plate -Odometer Disclosure Statement
- -Certified Weight Ticket (Class IV and up) ← ←
- -Printed Owner's Manual

Briefly describe how your quote meets this specification:





TIPS USA TIPS RFP 210907 Automobiles

End	User: CITY OF KILLEEN				Prepared by: SETH GAMBLIN		
Contact:					Phone: 512.436.1313		
Email:					Email: SGAMBLIN.SILSBEEFL	EET(@GMAIL.COM
	Product Description: FORD F150 SUPE	R CA	В		Date: September 25, 2023		
A.	Bid Item:	-			A. Base Price:	\$	33,964.00
В.	Factory Options						
Code	Description	В	id Price	Code	Description		Bid Price
X1C	2023 FORD F150 SUPER CAB 2WD	\$	1,995.00	101A	XL EQUIPMENT GROUP		
995	5.0L V8	\$	2,595.00		CRUISE		
44G	10 SPEED TRANS				POWER LOCKS AND WINDOWS		
	8' BOX 163 WB						
53A	TRAILER TOW	\$	1,325.00	94S	Amber Strobe Color LED Warning Beacons	\$	600.00
67T	TRAILER BRAKE CONTROLLER	\$	-		**AMBER ONLY FROM FACTORY*	<u> </u>	
18B	RUNNING BOARDS	\$	250.00			<u> </u>	
						<u> </u>	
					Total of B. Published Options:	\$	6,765.00
					Published Option Discount (5%)	\$	(238.50)
						Ψ	(20000)
C.	Unpublished Options	_		1	\$= 2.2		
	Description		id Price		Options		Bid Price
	L MAX LEGAL	\$	210.00		R COLOR- WHITE		
	LOOR MATS	\$		INTERIO	₹	_	
SPRAY II	N BED LINER	\$	499.00			 	
				unit on ord	ler with vin ***	⊬	
						├	
						-	
					Total of C. Unpublished Options:	\$	884.00
D.	Floor Plan Interest (for in-stock and/or e	eauir	ped vehic	les):		\$	-
2.			-	203)*			
E.	Lot Insurance (for in-stock and/or equip	ped v	vehicles):			\$	350.00
F.	Contract Price Adjustment:						
G.	Additional Delivery Charge:		225			\$	393.75
н.	Subtotal:					\$	42,118.25
I.	Quantity Ordered 1	хН	=			\$	42,118.25
J.	Trade in:					\$	-
К.							
						<u></u>	40 440 05
L.	Total Purchase Price					\$	42,118.25



TIPS USA 210907 Automobiles

	USER: CITY OF KILLEEN Drainage Utility I	Prepared by: SETH GAMBLIN				
	ontact:	Phone: 512.436.1313				
	Email:	Email: <u>SGAMBLIN.SILSBEEFLEET@GMAIL.C</u>				
	Product Description: F150 CREW CAE	(W1C UPGRA	GDE)	Date: September 20, 2023		
A.	Bid Item:	_		A. Base Price:	\$	36,584.00
B.	Factory Options					
Code	Description	Bid Price	Code	Description		Bid Price
W1E	2023 FORD F150 CREW CAB 4X4	\$ 1,995.00	101A	XL EQUIPMENT GROUP		
995	5.0L V8	\$ 2,335.00	<u> </u>	4WD UPGRADE	\$	4,500.00
44G	10 SPEED TRANS	\$ -	<u> </u>	POWER LOCKS AND WINDOWS		
53A	TRAILER TOW	\$ 1,325.00	<u> </u>	CRUISE		
18B	BLACK RUNNING BOARDS	\$ 250.00	├──	REVERSE SENSING		
			 	5.5' BOX 145 WB	-	
	FULL SIZE SPARE		 	+		
	<u> </u>		<u> </u>	Total of B. Published Options:	•	10,405.00
				Total of B. Published Options.	Ψ	10,405.00
					\$	-
C.	Unpublished Options			\$= 5.9	0/0	
<u>.</u>	Description	Bid Price		Options		Bid Price
TINT AL	L 4 MAX LEGAL	\$ 275.00	EXTERIO	OR COLOR- WHITE		214 2 1100
BEDLIN	ER	\$ 499.00	INTERIO	R AS STEEL VINYL 40/20/40		
			Vinyl 40/2	20/40 Front Seat		
SILSBEE	E FLEET INSTALL	\$ 1,975.00				
2 MPOW	ER FRONT	INC				
2 MPOW	ER REAR	INC	<u> </u>		<u> </u>	
LIGHTE	D ROCKER SWITCH	INC	<u> </u>		<u> </u>	
			<u> </u>			
				Total of C. Unpublished Options:	\$	2,749.00
D.	Floor Plan Interest (for in-stock and/or	equipped vehic	les):		\$	350.00
_						
E.	Lot Insurance (for in-stock and/or equi	pped vehicles):				
F.	Contract Price Adjustment:					
G.	Additional Delivery Charge:	250	-		\$	437.50
Н.	Subtotal:				\$	50,525.50
I.	Quantity Ordered 1	_ x H =			\$	50,525.50
J.	Trade in:				\$	-
K.						
L.	Total Purchase Price				\$	50,525.50



TIPS USA 210907 Automobiles

End	User: CITY OF KILLEEN	Prepared by: SETH GAMBLIN				
Co	ontact:	Phone: 512.436.1313				
1	Email:	Email: SGAMBLIN.SILSBEEFLI	EET(@GMAIL.COM		
	Product Description: FORD F150 CREW	Date: September 20, 2021				
A.	Bid Item:	-		A. Base Price:	\$	36,584.00
B.	Factory Options					
Code	Description	Bid Price	Code	Description		Bid Price
W1C	2023 FORD F150 CREW CAB 4X2	\$ -	101A	XL EQUIPMENT GROUP	\$	1,175.00
99P	2.7L V6 ECO BOOST	\$ 1,995.00			_	
44G	10 SPEED TRANS	\$ -		POWER LOCKS AND WINDOWS	├	
	5.5' BOX 145 WB	A 1227.00		CRUISE	_	
53A	TRAILER TOW PACKAGE	\$ 1,325.00		REVERSE SENSING	┢	
67T	BRAKE CONTROLLER	INC		17" SILVER STEEL WHEELS	-	
				Total of B. Published Options:	\$	4,495.00
				Published Option Discount (5%)	\$	(224.75)
C.	Unpublished Options			\$= 9.2		
<u>C.</u>	Description Description	Bid Price		Options 9-2		Bid Price
TINT ALI	L 4 LEGAL		EXTERIO	R COLOR-WHITE		
SPRAY II	N BED LINER	\$ 499.00	INTERIO	R: VINYL 40/ 20 /40		
SILSBEE	FLEET INSTALL	\$ 2,995.00				
2 MPOW	ER FRONT	INC	*UNIT ON	ORDER WITH VIN		
2 MPOW	ER REAR	INC	ETA OCT	2023 **	L	
HEADAC	CE RACK	INC				
	SHT BAR MOUNTED TO HA RACK	INC			<u> </u>	
SOUNDO	OFF BRAND ALL AMBER				<u> </u>	
				Total of C. Unpublished Options:	\$	3,769.00
D.	Floor Plan Interest (for in-stock and/or	equipped vehic	les):		\$	-
Е.	Lot Insurance (for in-stock and/or equip	nod vohiolog)			\$	_
		peu vemeies).			Ψ_	
F.	Contract Price Adjustment:				느	
G.	Additional Delivery Charge:	250			\$	437.50
Н.	Subtotal:				\$	45,060.75
I.	Quantity Ordered 3	x H =			\$	135,182.25
J.	Trade in:				\$	-
K.						
L.	Total Purchase Price				\$	135,182.25



TIPS USA 210907 AUTOMOBILES

End	User: CITY OF KILLEN MOWING	Prepared by: SETH GAMBLIN Phone: 512.436.1313					
Co	ontact:						
1	Email:				Email: SGAMBLIN.SILSB	EEFI	_EET@GMA
	Product Description: FORD F250 CREW	CAB			Date: August 7, 2023		
Α.	Bid Item:	_			A. Base Price	: \$	47,742.00
B.	Factory Options						
Code	Options	В	id Price	Code	Options		Bid Price
W2B	2024 FORD F250 CREW CAB 4WD	\$	4,575.00	600A	EQUIPMET GROUP		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$	-		160" WB 6.75ft box	4	
44F	TorqShift-G 10-Speed Automatic	\$	-		CRUISE	4	
90L	POWER EQUIP GROUP	\$	-		REVERSE SENSING		
18B	BLACK PLATFORM RUNNING BOARDS	\$	445.00			+	
52B	TRAILER BRAKE CONTROLLER	\$	270.00			-	
66S	UPFITTER SWITCHES	\$	165.00			+	
					Tatal of D. Dublish ad Outions	. 6	<i>5 455</i> 00
					Total of B. Published Options	: 3	5,455.00
					Published Option Discount (5%	\$	(44.00)
C	Additional Outions				e_ 5	1 0/	
C.	Additional Options Options	R	id Price		\$= 5. Options	1 %	Bid Price
SPRAYI	N BED LINER	\$		EXTERIO	OR COLOR WHITE	\$	
	AX LEGAL TINT	\$	250.00		OR AS- BLACK VINYL	-	
	FLEET INSTALL	\$	1,975.00		2 1 1		
2 MPOW	ER A/B IN GRILLE	inc					
2 MPOW	ER A/B ON TAILGATE BY TAIL	inc					
WIRED T	O UPFITTER SWITCHES			ESTIMAT	TE ONLY***		
					Total of C. Unpublished Options	: \$	2,724.00
D.	Floor Plan Interest (for in-stock and/or	eanir	ned vehic	les).		\$	350.00
ь.	Floor Flan Interest (for in-stock and/or	cqui	peu veme	ics).		9	330.00
E.	Lot Insurance (for in-stock and/or equip	ped	vehicles):			\$	-
F.	Contract Price Adjustment:						
G.	Additional Delivery Charge:		210	miles		\$	367.50
Н.	Subtotal:					\$	56,594.50
I.	Quantity Ordered 3	x K	=			\$	169,783.50
J.	Trade in:						
K.							
ıx,							
L.	Total Purchase Price					\$	169,783.50



TIPS USA TIPS RFP 210907 Automobiles

End	User: CITY OF KILLEEN	Prepared by: SETH GAMBLIN Phone: 512.436.1313					
Co	ontact:						
]	Email:	Email: SGAMBLIN.SILSBEEFLEET@GN					
	Product Description: FORD 3/4 TON				Date: September 20, 2023		
A.	Bid Item:	•			A. Base Price:	\$	44,429.00
В.	Factory Options						
Code	Options	В	id Price	Code	Options		Bid Price
X2B	2024 F-250 4WD SUPERCAB 8' BOX XL	\$	1,995.00	610A	ORDER CODE		
99A	ENGINE 6.8L V8 GAS	\$	-				
90L	POWER EQUIPMENT GROUP		INC		4WD UPGRADE	\$	4,500.00
X3E	ELECTRONIC LOCKING W/3.73 AXLE RAT		430.00				
TBM	TIRES LT245/75RX17E BSW A/T	\$	165.00				
67E	250 AMP ALTERNATOR	\$	85.00		148WB 6.75' BOX		
						Φ.	- 4 00
					Total of B. Published Options:		7,175.00
					Published Option Discount (5%)	\$	(662.00)
C.	Additional Options				\$ = 2.6	%	
	Options	В	id Price		Options		Bid Price
TINT ALI	L 4, 25%	\$	275.00	EXTERIO	DR- WHITE		
RUNNIN	G BOARDS	\$	475.00	INTERIO:	R- CLOTH 40/20/40	\$	100.00
BED LIN	ER	\$	499.00				
		_					
					Total of C. Unpublished Options:	\$	1,349.00
D.	Floor Plan Interest (for in-stock and/or e	qui	pped vehic	les):		\$	350.00
Ε.	Lot Insurance (for in-stock and/or equip	ped	vehicles):			\$	-
F.	Contract Price Adjustment:						
G.	Additional Delivery Charge:		199	miles		\$	348.25
н.	Subtotal:					\$	52,989.25
I.	Quantity Ordered 1	x K	=			\$	52,989.25
J.	Trade in:					\$	-
K.							
L.	Total Purchase Price					\$	52,989.25



TIPS USA 210907 AUTOMOBILES

Enc	I User: KILLEEN PD PATROL HYBRID	Prepared by: SETH GAMBLIN					
C	ontact:	Phone: 512.436.1313					
	Email:	Email: sgamblin.silsbeeflee	et@	gmail.com			
	Product Description: FORD POLICE IN	Date: July 14, 2023					
A.	Bid Item:	_			A. Base Price:	\$	45,776.00
В.	Factory Options						
Code	Description	Bio	d Price	Code	Description		Bid Price
K8A	2022 FORD PIU	\$	1,795.00	76R	REVERSE SENSING SYSYEM	\$	275.00
99W	3.3L V6 HYBRID SYSTEM ENGINE	\$	-	43D	DARK CAR	\$	25.00
86T	TAIL LAMP/POLICE HOUSING	\$	60.00		CRUISE		
17A	AUX AIR	\$	610.00		BACK UP CAMERA		
55F	KEY FOB	\$	340.00		BLUETOOTH		
60A	GRILLE LIGHTS, SIREN, SPEAKER WIRING	\$	50.00		FULL/ VINYL RUBBER FLOORS		
61B	OBD-II SPLITTER	\$	55.00	19V	REAR CAMERA ON DEMAND	\$	230.00
51T	DRIVER SIDE SPOT LED (WHELEN)	\$	420.00				
					Total of B. Published Options:	\$	3,860.00
					Published Option Discount (5%)	•	(103.25)
					1 doubled Option Discount (5 %)	Ψ	(103.23)
C.	Unpublished Options			•	\$= 83.6	%	
	Description	Bio	d Price		Options		Bid Price
DANA II	NSTALL 481265	\$ 4	41,475.08	EXTERIO	OR-WHITE	_	
		<u> </u>		INTERIO	R- 96	_	
		<u> </u>				_	
		<u> </u>				<u> </u>	
-		<u> </u>		**ESTIM	ATE ONLY **	<u> </u>	
		├─				<u> </u>	
		₩				┢	
		┢──				├	
						_	44.455.00
					Total of C. Unpublished Options:	\$	41,475.08
D.	Floor Plan Interest (for in-stock and/or e	equip	oed vehic	les):		\$	-
						<u> </u>	
E.	Lot Insurance (for in-stock and/or equip	ped v	ehicles):			\$	250.00
F.	Contract Price Adjustment:						
G.	Additional Delivery Charge:		199	_		\$	348.25
н.	Subtotal:					\$	91,606.08
I.	Quantity Ordered 5	x H =	=			\$	458,030.40
J.	Trade in:					\$	-
K.							
L.	Total Purchase Price					\$	458,030.40



TIPS USA 210907 AUTOMOBILES

End	User: KILLEEN PD (TX999839) PATROL			Prepared by: SETH GAMBLIN		
Co	ontact:	Phone: 512.436.1313				
]	Email:	Email: SGAMBLIN.SILSBEEFLE	Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM			
	Product Description: FORD POLICE INT	Date: September 25, 2023				
Α.	Bid Item:			A. Base Price:	\$	45,776.00
В.	Factory Options					
Code	Description	Bid Price	Code	Description		Bid Price
K8A	2024 FORD PIU	\$ 1,795.00	76R	REVERSE SENSING SYSYEM	\$	275.00
99C	3.0L V6 ECOBOOST	\$ 790.00	43D	DARK CAR	\$	25.00
86T	TAIL LAMP/POLICE HOUSING	\$ 60.00		CRUISE	INC	
17A	AUX AIR	\$ 610.00		BACK UP CAMERA	INC	
55F	KEY FOB	\$ 340.00		BLUETOOTH	INC	
60A	GRILLE LIGHTS, SIREN, SPEAKER WIRING	\$ 50.00		FULL/ VINYL RUBBER FLOORS	INC	
61B	OBD-II SPLITTER	\$ 55.00	19V	REAR CAMERA ON DEMAND	\$	230.00
51T	DRIVER SIDE SPOT LED (WHELEN)	\$ 420.00				
				Total of B. Published Options:	\$	4,650.00
				Published Option Discount (5%)	\$	(142.75)
				rushished option Discount (6 70)	Ψ	(1121/6)
C.	Unpublished Options [not to exceed 25%]			\$ = 82.2	%	
	Description	Bid Price		Options		Bid Price
DANA IN	NSTALL 481265	\$ 41,475.08			<u> </u>	
			INTERIO	R- 96 CLOTH FRON VINYL REAR	<u> </u>	
					_	
					_	
				TE ONLY**	<u> </u>	
			NO FORD	PRICING YET	<u> </u>	
					<u> </u>	
				Table C. Harrista J. O. Carre	ф.	41 475 00
				Total of C. Unpublished Options:	3	41,475.08
D.	Floor Plan Interest (for in-stock and/or e	quipped vehic	les):		\$	-
					φ.	250.00
Е.	Lot Insurance (for in-stock and/or equip	ped vehicles):			\$	350.00
F.	Contract Price Adjustment:					
G.	Additional Delivery Charge:	99			\$	173.25
Н.	Subtotal:				\$	92,281.58
I.	Quantity Ordered11	x H =			\$	1,015,097.38
J.	Trade in:				\$	-
К.						
L.	Total Purchase Price				\$	1,015,097.38



TIPS USA 210907 Automobiles

End	User: KILLEEN PD PATROL			Prepared by: SETH GAMBLIN		
Co	ontact:			Phone: 512.436.1313		
]	Email:			Email: SGAMBLIN.SILSBEEFLI	EET	@GMAIL.COM
	Product Description: FORD F150 RESPO	ONDER		Date: August 31, 2023		
A.	Bid Item:			A. Base Price:	\$	45,799.00
В.		•				
Code	et:			Bid Price		
W1P	FORD 2023 RESPONDER 4X4 SHORT BED		0040	Description		214 1 1100
998	3.5L V6 ECOBOOST	1				
44G	10 SPEED TRANS AUTO					
18B	BLACK PLATFORM RUNNING BOARDS	\$ 250.00				
53A	TRAILER TOW PACKAGE	\$ 1,075.00				
67P	REMOTE KEYLESS / WITH FOB	\$ 340.00			<u> </u>	
					<u> </u>	
			ļ		<u> </u>	
				Total of B. Published Options:	\$	5,660.00
				Published Option Discount (5%)	\$	(83.25)
C.	Unnublished Ontions			\$ - 83.5	0/2	
<u>C.</u>		Bid Price		· · · · · · · · · · · · · · · · · · ·		Bid Price
DANA IN	NSTALL 500038		EXTERIO	•		
			INTERIO	R- PG MEDIUM EARTH GRAY		
			150A- EQ	UIPMENT GROUP		
					<u> </u>	
					<u> </u>	
					<u> </u>	
					<u> </u>	
				Table C. Harriet 10 days	Φ.	42.045.15
				Total of C. Unpublished Options:	\$	42,947.15
D.	Floor Plan Interest (for in-stock and/or e	equipped vehic	les):		\$	-
Е.	Lot Insurance (for in-stock and/or equip	ped vehicles):			\$	350.00
F.	•	,				
	-				<u> </u>	
G.	Additional Delivery Charge:	250	•		\$	437.50
Н.	Subtotal:				\$	95,110.40
I.	Quantity Ordered 1	x H =			\$	95,110.40
J.	Trade in:				\$	-
K.						
	T. (1D. 1. D.)				ф.	05 110 40
L.	Total Purchase Price				\$	95,110.40



TIPS USA 210907 Automobiles

End	l User: KILLEEN PD				Prepared by: SETH GAMBLIN		
Co	ontact:				Phone: 512.436.1313		
	Email:				Email: SGAMBLIN.SILSBE	EFL	.EET@GM/
	Product Description: FORD TRANSIT	VAN C	CARGO		Date: September 20, 2023		
Α.	Bid Item:	_			A. Base Price:	\$	32,905.00
В.	Factory Options						
Code	Options		Bid Price	Code	Options		Bid Price
W9C	2024 TRANSIT 350 VAN RWD	\$	11,995.00				
	148" LONG WHEEL BASE	\$	-	60C	CRUISE CONTROL	\$	325.00
	3.5L V6 GAS	\$		86F	2 EXTRA KEYS	\$	75.00
	POWER WINDOWS AND LOCKS	\$		18P	50/50 Hinged Rear Door	\$	75.00
	SYNC	\$		17A	FIXED REAR DOOR GLASS	\$	250.00
	SLIDING PASSEMGER DOOR	\$		56G	REAR AIR	\$	975.00
60B	MEDIUM ROOF HEAVY DUTY CARGO FLOORING	\$	875.00	90D 43R	110V/400W Power Outlet Reverse Sensing System	\$	475.00 295.00
ООВ	HEAVI DOTT CARGO FLOORING	Φ	873.00	43K	Total of B. Published Options:		15,340.00
					Published Option Discount (5%)	\$	(98.00)
С.	Additional Options				\$= 101.1		,
	Options		Bid Price		Options	T	Bid Price
	•			EXTERIO	DR COLOR- WHITE	\$	-
DANA 4	80485-E	\$	48,767.97				
						L	
						<u> </u>	
		_					
		+				_	
		+				<u> </u>	
					Total of C. Unpublished Options:	\$	48,767.97
D.	Floor Plan Interest (for in-stock and/o	r equ	ipped vehic	les):		\$	250.00
Е.	Lot Insurance (for in-stock and/or equ					\$	-
F.	Contract Price Adjustment:	F F					
G.	Additional Delivery Charge:		225	miles		\$	393.75
		_	223	illies			
Н.	Subtotal:					\$	97,558.72
[.	Quantity Ordered 1	x]	K =			\$	97,558.72
J.	Trade in:					\$	-
K.						<u>_</u>	
۲.,	Total Purchase Price					\$	97,558,72



TIPS USA TIPS RFP 210907 Automobiles

End	User: CITY OF KILLEEN NEW UNIT				Prepared by: SETH GAMBLIN		
	ontact:				Phone: 512.436.1313		
]	Email:				Email: SGAMBLIN.SILSBE	EFL	EET@GM
	Product Description: FORD F350 CHASSIS	S DRW			Date: September 7, 2023		
A.	Bid Item:				A. Base Price:	\$	49,962.00
В.	Factory Options						
Code	Options	Bid P	rice	Code	Options		Bid Price
W3H	2023 F-350 CHASSIS DRW 4X4 CREW CAB	\$ 5,5	95.00	67A	350 DUAL ALTERNATORS	\$	100.00
99N	ENGINE 7.3L 2V DEVCT V8 GAS			872	REAR VIEW CAMERA PREP KIT	\$	415.00
90L	POWER EQUIPMENT GROUP	INC		512	SPARE TIRE, WHEEL, CARRIER W/ JACK	\$	350.00
18Y	UPFITTER INTERFACE	\$ 4	45.00	66S	UPFITTER SWITCHES	\$	155.00
TBM	TIRES LT245/75RX17E BSW A/T	\$ 1	65.00	640A	ORDER CODE		
52B	TRAILER BRAKE CONTROLLER	INC	C	44G	TRANSMISSION		
18B	PLATFORM RUNNING BOARDS	\$ 4	45.00		60CA	_	
43C	110V/400W OUTLET	\$ 1	75.00			<u> </u>	
					Total of B. Published Options:	\$	7,845.00
					Published Option Discount (5%)	\$	(662.00)
					Tubished Option Discount (5 70)	Ψ	(002:00)
С.	Additional Options	ı			\$= 26.6	Т	
	Options	Bid P			Options		Bid Price
ΓINT MΑ	AX LEGAL ALL 4	\$ 2	250.00		OR COLOR- WHITE (Z1)	-	
				INTERIO	R- HD VINYL 40/20/40 (AS)		
FRUX 18	390	\$ 13,1	44.00				
			77.00				
	FLEET INSTALL		75.00				
	ER FRONT GRILLE	INC					
	ER REAR CORNER TO UPFITTER SWITCHES	INC					
WIKED	TO UPPITTER SWITCHES						
					Total of C. Unpublished Options:	4	15,369.00
					Total of C. Onpublished Options.	Ψ	13,307.00
D.	Floor Plan Interest (for in-stock and/or e	equipped	vehic	les):		\$	350.00
Е.	Lot Insurance (for in-stock and/or equip	nad vahi	clas).			\$	
Ľ·	Lot insurance (for in-stock and/or equip	peu vem	cies).			Ψ	
F.	Contract Price Adjustment:						
G.	Additional Delivery Charge:	210	0	miles		\$	367.50
н.	Subtotal:					\$	73,231.50
[.	Quantity Ordered 1	x K =				\$	73,231.50
J.	Trade in:					\$	-
K.							
L.	Total Purchase Price					\$	73,231.50
							,



TIPS USA TIPS RFP 210907 Automobiles

End	User: CITY OF KILLEEN WATER DISTRIE	UTIO	N		Prepared by: SETH GAMBLIN		
Co	ontact:				Phone: 512.436.1313		
1	Email:				Email: SGAMBLIN.SILSBE	EFL	EET@GMA
	Product Description: FORD 1 TON				Date: September 25, 2023		
A.	Bid Item:	_			A. Base Price:	\$	48,694.00
B.	Factory Options						
Code	Options	В	id Price	Code	Options		Bid Price
W3B	2024 F-350 4X4 CREW CAB 8' BOX XL	\$	5,995.00	610A	ORDER CODE		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$	-	872	REAR VIEW CAMERA PREP KIT	\$	475.00
90L	POWER EQUIPMENT GROUP	-	INC	67E	250 AMP ALTERNATOR	\$	85.00
		-		43C	110 / 400W OUTLET	\$	175.00
				18A	UPFITTER INTERFACE MODULE	\$	400.00
		+		512	SPARE TIRE, WHEEL, CARRIER W/ JACK	\$	295.00
52B	TRAILER BRAKE CONTROLLER	Φ.	INC		5611 614		
66S	UPFITTER SWITCHES (6)	\$	165.00	<u> </u>	56" CA	_	= = 00.00
					Total of B. Published Options:	\$	7,590.00
					Published Option Discount (5%)	\$	(662.00)
C	A 17% 10 %				Φ 24.2	0/	
C.	Additional Options Options	Тр	id Price	I	\$= 24.3 Options		Bid Price
TINT ALI	•	\$		EYTEDIC	OR- WHITE		Dia Price
TINT ALI	L +	φ	230.00		R- VINYL 40/20/40 AS		
TRIIX IN	STALL 1889	\$	11,468.00	INTERIO	N VIIII 40/20/40/10		
	FLEET INSTALL	\$	1,975.00				
	ER IN GRILLE	INC					
	ER INREAR	INC					
					Total of C. Unpublished Options:	\$	13,693.00
ъ						ф	250.00
D.	Floor Plan Interest (for in-stock and/or	equij	opea venic	ies):		\$	350.00
E.	Lot Insurance (for in-stock and/or equi	pped	vehicles):			\$	-
F.	Contract Price Adjustment:						
G.	Additional Delivery Charge:		250	miles		\$	437.50
н.	Subtotal:					\$	70,102.50
I.	Quantity Ordered 2	_x K	=			\$	140,205.00
J.	Trade in:					\$	-
К.							
L.	Total Purchase Price					\$	140,205.00



TIPS USA TIPS RFP 210907 Automobiles

End	User: CITY OF KILLEEN WATER DISTRIE	BUTIO	N		Prepared by: SETH GAMBLIN		
Co	ontact:				Phone: 512.436.1313		
J	Email:				Email: SGAMBLIN.SILSBE	EFL	EET@GM
	Product Description: FORD 1 TON				Date: September 25, 2023		
Α.	Bid Item:	_			A. Base Price:	\$	48,694.00
B.	Factory Options			_			
Code	Options	В	id Price	Code	Options		Bid Price
W3B	2024 F-350 4X4 CREW CAB 8' BOX XL	\$	5,995.00	610A	ORDER CODE		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$	-	872	REAR VIEW CAMERA PREP KIT	\$	475.00
90L	POWER EQUIPMENT GROUP	╄	INC	67E	250 AMP ALTERNATOR	\$	85.00
		┼		43C	110 / 400W OUTLET	\$	175.00
		$+\!-$		18A	UPFITTER INTERFACE MODULE	\$	400.00
52D	TO AH ED DD AVE CONTROLLED	╫	DIC	512	SPARE TIRE, WHEEL, CARRIER W/ JACK	\$	295.00
52B 66S	TRAILER BRAKE CONTROLLER UPFITTER SWITCHES (6)	\$	INC 165.00		56" CA		
003	OFFITTER SWITCHES (0)	φ	105.00	ļ	Total of B. Published Options:	•	7,590.00
					Total of B. I ublished Options.	Ψ	7,390.00
					Published Option Discount (5%)	\$	(662.00)
C.	Additional Options				\$ = 24.3	0/0	
	Options	ТВ	id Price		Options		Bid Price
TINT ALI	•	\$		EXTERIO	OR- WHITE		
				INTERIO	R- VINYL 40/20/40 AS		
TRUX IN	STALL 1889	\$	11,468.00				
SILSBEE	FLEET INSTALL	\$	1,975.00				
2 MPOW	ER IN GRILLE	INC	2				
2 MPOW	ER INREAR	INC	2				
		╄					
		╄					
						-	
					Total of C. Unpublished Options:	\$	13,693.00
D.	Floor Plan Interest (for in-stock and/or	equij	ped vehic	les):		\$	350.00
_							
E.	Lot Insurance (for in-stock and/or equi	pped	vehicles):			\$	-
F.	Contract Price Adjustment:						
G.	Additional Delivery Charge:		250	miles		\$	437.50
Н.	Subtotal:					\$	70,102.50
I.	Quantity Ordered 2	_x K	=			\$	140,205.00
J.	Trade in:					\$	-
K.							
L.	Total Purchase Price					\$	140,205.00



HGACBUY CONTRACT PRICING WORKSHEET FOR MOTOR VEHICLES ONLY For MOTOR VEHICLES Only

Contract No.:

AM10-20

Date Prepared:

09/27/2023

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	ing circy: Killeen Fire Department				Sterling McCall Ford	3694	HGAC		
Contact Person:	Nicholas Asaff			Prepared By:	Pablo Cantu				
Phone:				Phone:	(281) 588-5007				
Fax:	Fax:				(281) 588-5150				
Email:	Email: nasaff@killeentexas.gov				pcantu@sterlingmccallford.com				
Product	AM20HE12	IE12 Description: Remount of 14' Module on Ford F-450 Diesel 4x2 Reg Cab							

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

\$100,290.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description		Cost	Description	Cost
1086	Chassis // Suspension // LiquidSpring on Rear Axle	\$12,000.00	1247 Remount Module // O2 Rollers // Furnish &	t ins \$750.00
1076	Chassis // Paint // Paint Two Tone	\$6,000.00	1259 Remount Module // Power // Furnish & ins	all i \$1,750.00
1066	Chassis // Heat Shielding // Heat Shielding	\$1,750.00	1258 Remount Module // Power // Furnish & ins	all t \$500.00
1078	Chassis // Running Boards // ArcRite Running Board v	\$1,250.00	1212 Remount Module // A/C // Furnish & instal	1 Do \$7,500.00
1031	Chassis // Air Horn System // Dual 10" & 12" Air Hor	\$1,250.00	1211 Remount Module // A/C // A/C Compartme	nt R \$2,000.00
1032	Chassis // Air Horn System // Fast RecoveryCompress	\$1,500.00	1058 Chassis // Flashlights // 2 Survivor Flashlig	hts \$750.00
1033	Chassis // Air Horn System // Operated Via Foot Switch	\$250.00	1040 Chassis // Camera // Voyage Quad View M	rror \$1,750.00
1088	Chassis // Tint // Chassis Window Tint	\$250.00	1237 Remount Module // Interior Lights // Furnis	sh & \$3,750.00
1264	Remount Module // Power Source // Furnish & install	\$8,000.00	1174 Module // Module // UV Disinfecting Lam	\$5,000.00
1254	Remount Module // Paint // Two Tone 14'	\$21,500.00	1219 Remount Module // Cabinets // Furnish & i	nsta \$1,000.00
1226	Remount Module // Conspicuity // Remove Conspicuit	\$750.00	1235 Remount Module // Front I/O // Front I/O v	vith \$1,750.00
1128	Module // Conspicuity // Conspicuity on the Rear of th	\$1,750.00	1195 Module // Refrigerator // Engle 15 gt. Refri	dger \$1,000.00
1144	Module // Exterior // Striping and lettering // Pricing // Striping and lettering - \$3,500	\$3,500.00	Subtotal From Additional Sheet	s): \$26,000.00
1265	Remount Module // Scene Lights // Furnish & install (\$1,750.00	Subtotal	B: \$115,000.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

		· · · · · · · · · · · · · · · · · · ·	
Description	Cost	Description	Cost
Air horn foot switch to be wired to work only when Primary lights are on	\$125.00	New rear bumper with black bedliner	\$1,900.00
Convert rear storage with divider and fixed shelf and 3" drop	\$2,025.00	Install chevron pattern on rear entry door windows in same cold	\$250.00
All cladding/tradbrite: all new powdercoared black treadbrite at front, wheel wells and rear corners	\$2,175.00	New door locks on entry doors and compartments	\$4,625.00
Install customer provided cradel proint ibr-900 modem in the electrical compartment wired battery hot and anteanna are mounted on modem	\$225.00	Subtotal From Additional Sheet(s):	\$9,175.00
		Subtotal C:	\$20,500.00
G1 1 T 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1050/ 0:1		

Check: Total cost of Un	Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			nsaction the pe	rcentage is:	10%	
D. Total Cost Before Ar	D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)						
Quantity Ordered:	Quantity Ordered: 1 X Subtotal of A + B + C: \$235,790.00 = Subtotal D:						
E. H-GAC Order Proce	essing Charge (Amount Per Current Policy)			Subtotal E:	\$600.00	

Description	Cost	Description	Cost
10 hours of body work	\$1,250.00	Customer Provided Items processing fee	\$775.00
Shore Power Single 30 Amp auto eject with Red Cover	\$1,675.00	Subtotal From Additional Sheet(s):	\$15,735.00

Conspicuity on rear entry door windows matching the rear wall and conspicuity on entry door white base color	\$500.00				Subtotal F:	\$19,935.00
Delivery Date:		(G. Total Pur	chase Price	(D+E+F):	\$256,325.00
Denvery Buce.			31 101111111	enuse i rice	(B · E · I).	, , , , , , , , , , , , , , , , , , , ,
CONTINUATION S	HEET (pag	ge 2)	Contract No.:	AM10-20	Date Prepared:	09/27/23
B. Published Options - List below (continuation from p (Note: Published Options are options which were subm		ced in Contro	etor's hid)			
Description	Cost	Court Court		ription		Cost
1197 Module // Safe // Medvault w/ Wifi	\$3,000.00	1064			Ranch Hand G	\$1,000.00
1215 Remount Module // Action Wall // Furnish & install ac	\$1,250.00	1228	Remount Modu	ıle // Door Grab	bers // Furnish &	\$150.00
1108 Module // Cabinets // Cabinet to the Rear of the CPR S	\$1,000.00	1244	Remount Modu	ıle // License Pl	ate Light // Furni	\$150.00
1233 Remount Module // Floor // Furnish & install subfloor	\$3,500.00	1167	Module // Hold	l-Open // Gas H	old-Opens on Co	\$1,000.00
1243 Remount Module // Laydown O2 // Furnish & install p	\$500.00					
1220 Remount Module // Captains Chair // 4pt Captains Cha	\$2,250.00					
1141 Module // Electric Locks // Hidden Switch	\$250.00					
1060 Chassis // Glove Box // 2 High Glove Box Holder	\$200.00					
1082 Chassis // Security // Anti-theft System	\$750.00					
1011 General // All products listed in the current Stryker / P	\$6,000.00					
1013 General // All products listed in the current Whelen Au	\$5,000.00					
				Subto	tal B (page 2):	\$26,000.00
C. Unpublished Options - List below (continuation from (Note: Unpublished options are items which were not s		l priced in Co	ontractor's bid	l.)		
Description	Cost			ription		Cost
Furnish and install Carr Super Hoop step at side entry door; flat bat and step to be mounted with bolts/nuts; remove and discard old electric step	\$800.00	Safety Yellow	Powdercoated si	de and rear entr	y door grab rails	\$750.00
Aftermarket vinyl seats	\$1,500.00	Replace all exi - Grey	sting Frazer cusl	hions with new	Frazer cushions	\$1,000.00
Install Gamber Johnson dual cupholder on front of console	\$200.00		oated aluminum			\$1,050.00
Install customer provided radio equipment	\$1,000.00	Relocate 120V area to above t	AC dual outlet fi he shelf	rom below shelf	in front corner	\$150.00
Furnish and install angled map box to rear wall of chassis below glove box for tablet	\$200.00	Double O2 Ou	tlet			\$450.00
Install customer supplied Know key secure on base of rear console		New lap belts	(x4)			\$875.00
New Gunmetal Grey Interior Trim	\$1,000.00			Subto	tal C (page 2):	\$9,175.00
F. Trade-Ins / Special Discounts / Other Allowances / Freight	/ Installation /	Miscellaneous	Charges (conti	nuation from p	age 1)	
Description	Cost		Descr	ription		Cost
Price variance in 2024 MY Ford F-450 chassis	\$15,735.00					



HGACBUY CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only

Contract No.:

AM10-20

Date Prepared:

09/27/2023

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents
MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Killeen Fire De	Cilleen Fire Department			Sterling McCall Ford	3695	HGAC	
Contact Person:	UNICHOIAS ASAIT			Prepared By:	Pablo Cantu			
Phone:				Phone:	(281) 588-5007			
Fax:				Fax:	(281) 588-5150			
Email:	nasaff@killeentexas.gov Email:				pcantu@sterlingmccallford.com			
Product	AM20HE12 Description: Remount of 14' Module on Ford F-450 Diesel 4x2 Reg Cab							

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

\$100,290.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)

	Description	Cost	Description	Cost
1086	Chassis // Suspension // LiquidSpring on Rear Axle	\$12,000.00	1247 Remount Module // O2 Rollers // Furnish	& ins \$750.00
1076	Chassis // Paint // Paint Two Tone	\$6,000.00	1259 Remount Module // Power // Furnish & i	nstall I \$1,750.00
1066	Chassis // Heat Shielding // Heat Shielding	\$1,750.00	1258 Remount Module // Power // Furnish & i	nstall \ \$500.00
1078	Chassis // Running Boards // ArcRite Running Board v	\$1,250.00	Remount Module // A/C // Furnish & ins	tall Do \$7,500.00
1031	Chassis // Air Horn System // Dual 10" & 12" Air Hor	\$1,250.00	1211 Remount Module // A/C // A/C Comparts	ment R \$2,000.00
1032	Chassis // Air Horn System // Fast RecoveryCompress	\$1,500.00	1058 Chassis // Flashlights // 2 Survivor Flash	ights \$750.00
1033	Chassis // Air Horn System // Operated Via Foot Swite	\$250.00	1040 Chassis // Camera // Voyage Quad View	Mirror \$1,750.00
1088	Chassis // Tint // Chassis Window Tint	\$250.00	1237 Remount Module // Interior Lights // Fur	nish & \$3,750.00
1264	Remount Module // Power Source // Furnish & install	\$8,000.00	Module // Module // UV Disinfecting La	mp \$5,000.00
1254	Remount Module // Paint // Two Tone 14'	\$21,500.00	1219 Remount Module // Cabinets // Furnish &	t insta \$1,000.00
1226	Remount Module // Conspicuity // Remove Conspicuit	\$750.00	Remount Module // Front I/O // Front I/O	with \$1,750.00
1128	Module // Conspicuity // Conspicuity on the Rear of th	\$1,750.00	1195 Module // Refrigerator // Engle 15 gt. Re	fridger \$1,000.00
1144	Module // Exterior // Striping and lettering // Pricing // Striping and lettering - \$3,500	\$3,500.00	Subtotal From Additional She	et(s): \$26,000.00
1265	Remount Module // Scene Lights // Furnish & install (\$1,750.00	Subtot	al B: \$115,000.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

-										
Description	Cost	Description	Cost							
Air horn foot switch to be wired to work only when Primary lights are on	\$125.00	New rear bumper with black bedliner	\$1,900.00							
Convert rear storage with divider and fixed shelf and 3" drop	\$2,025.00	Install chevron pattern on rear entry door windows in same cold	\$250.00							
All cladding/tradbrite: all new powdercoared black treadbrite at front, wheel wells and rear corners	\$2,175.00	New door locks on entry doors and compartments	\$4,625.00							
Install customer provided cradel proint ibr-900 modem in the electrical compartment wired battery hot and anteanna are mounted on modem	\$225.00	Subtotal From Additional Sheet(s):	\$9,175.00							
		Subtotal C:	\$20,500.00							

Check: Total cost of U	Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is:				10%		
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:	1	X Subtotal of A + B + C:	\$235,790.00	=	Subtotal D:	\$235,790.00	
E. H-GAC Order Proce	Subtotal E:	\$0.00					

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges						
Description Cost Description Co						
10 hours of body work	\$1,250.00	Customer Provided Items processing fee	\$775.00			
Shore Power Single 30 Amp auto eject with Red Cover	\$1,675.00	Subtotal From Additional Sheet(s):	\$10,735.00			

Conspicuity on rear entry door windows matching the rear wall and conspicuity on entry door white base color	\$500.00				Subtotal F:	\$14,935.00
Delivery Date:		(G. Total Pur	chase Price	(D+F+F).	\$250,725.00
Delivery Date.			3. IUtai i ui	chase i rice	(D+E+F).	\$230,723.00
CONTINUATION S	HEET (pag	ge 2)	Contract No.:	AM10-20	Date Prepared:	09/27/23
B. Published Options - List below (continuation from) (Note: Published Options are options which were subm		ced in Contra	ector's bid.)			
Description	Cost	CCG III COIICI		ription		Cost
1197 Module // Safe // Medvault w/ Wifi	\$3,000.00	1064			Ranch Hand G	\$1,000.00
1215 Remount Module // Action Wall // Furnish & install ac	\$1,250.00	1228	Remount Mode	ule // Door Grab	bers // Furnish &	\$150.00
1108 Module // Cabinets // Cabinet to the Rear of the CPR S	\$1,000.00	1244	Remount Mode	ule // License Pl	ate Light // Furni	\$150.00
1233 Remount Module // Floor // Furnish & install subfloor	\$3,500.00	1167	Module // Holo	l-Open // Gas H	old-Opens on Co	\$1,000.00
1243 Remount Module // Laydown O2 // Furnish & install p	\$500.00					
1220 Remount Module // Captains Chair // 4pt Captains Cha	\$2,250.00					
1141 Module // Electric Locks // Hidden Switch	\$250.00					
1060 Chassis // Glove Box // 2 High Glove Box Holder	\$200.00					
1082 Chassis // Security // Anti-theft System	\$750.00					
1011 General // All products listed in the current Stryker / P	\$6,000.00					
1013 General // All products listed in the current Whelen Au	\$5,000.00					
				Subto	tal B (page 2):	\$26,000.00
C. Unpublished Options - List below (continuation fro (Note: Unpublished options are items which were not		l priced in Co	ntractor's bid	l.)		
Description	Cost			ription		Cost
Furnish and install Carr Super Hoop step at side entry door; flat bat and step to be mounted with bolts/nuts; remove and discard old electric step	\$800.00	Safety Yellow	Powdercoated si	de and rear entr	y door grab rails	\$750.00
Aftermarket vinyl seats	\$1,500.00	Replace all exi - Grey	sting Frazer cus	hions with new	Frazer cushions	\$1,000.00
Install Gamber Johnson dual cupholder on front of console	\$200.00		ated aluminum			\$1,050.00
Install customer provided radio equipment	\$1,000.00	Relocate 120V area to above the	AC dual outlet f he shelf	rom below shelf	in front corner	\$150.00
Furnish and install angled map box to rear wall of chassis below glove box for tablet	\$200.00	Double O2 Ou	tlet			\$450.00
Install customer supplied Know key secure on base of rear console		New lap belts ((x4)			\$875.00
New Gunmetal Grey Interior Trim	\$1,000.00			Subto	tal C (page 2):	\$9,175.00
F. Trade-Ins / Special Discounts / Other Allowances / Freigh	1	Miscellaneous			page 1)	
Description	Cost		Descr	ription		Cost
Price variance in 2024 MY Ford F-450 chassis	\$15,735.00					
Trade-In Credit	-\$5,000.00					
				Subto	otal F (page 2):	\$10,735.00





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

United Ag & Turf 2308 Barnhardt Road Temple, TX 76501 US ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf 2308 Barnhardt Road Temple, TX 76501 254-773-9916 TempleJD@unitedagt.com

Quote Summary

Prepared For:

Grant W Roach CITY OF KILLEEN Grant Roach 2003 LITTLE NOLAN RD KILLEEN, TX 76542

Business: 254-501-7798 GROACH@KILLEENTEXAS.GOV Delivering Dealer:
United Ag & Turf
Aaron Baker
2308 Barnhardt Road
Temple, TX 76501
Phone: 254-773-9916
aaronbaker@unitedagt.com

275

Souncewell member: 86944

Make payments to:
United Ag and Turf

7736 Central Park Drive

Quote ID: 29759769

Created On: 09 October 2023

Last Modified On: 09 October 2023

Expiration Date: 09 November 2023

Waco, TX 76712

Equipment Summary	Selling Price	Qty		Extended
JOHN DEERE 4066M Compact Utility Tractor (52 PTO hp)	\$ 40,425.71 X	1	=	\$ 40,425.71
PowerGard Protection Plan	\$ 2,228.00 X	1	=	\$ 2,228.00

Contract: Sourcewell Grounds Maint 031121-DAC (PG BT CG 76)

Price Effective Date: October 6, 2023

Sub Total \$ 42,653.71

JOHN DEERE MX10 Pull-Type \$ 9,953.72 X 1 = \$ 9,953.72

Center Drive Rotary Cutter - 540

RPM PTO

Contract: Sourcewell Ag 110719-JDC (PG BA CG 76)

Price Effective Date: October 6, 2023

Equipment Total \$ 52,607.43

* Includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 52,607.43
	Trade In	
	SubTotal	\$ 52,607.43
	Est. Service Agreement Tax	\$ 0.00

Salesperson: X _____ Accepted By: X _____





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United Ag & Turf 2308 Barnhardt Road Temple, TX 76501 254-773-9916 TempleJD@unitedagt.com

 Total
 \$ 52,607.43

 Down Payment
 (0.00)

 Rental Applied
 (0.00)

 Balance Due
 \$ 52,607.43

NOTE: This final quote that was received late 10/9/23 with the updated expiration date, and after CCMR was at deadline of circulation, came in \$17.73 less than the previously quoted amount listed in the CCMR submital.



Selling Equipment



Quote Id: 29759769 Customer Name: CITY OF KILLEEN

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

United Ag & Turf 2308 Barnhardt Road Temple, TX 76501 US ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

United Ag & Turf 2308 Barnhardt Road Temple, TX 76501 254-773-9916

TempleJD@unitedagt.com

JOHN DEERE 4066M Compact Utility Tractor (52 PTO hp)

Hours:

Stock Number:

Contract: Sourcewell Grounds Maint 031121-DAC (PG BT

Selling Price * \$ 40,425.71

CG 76)

Price Effective Date: October 6, 2023

* Price per iten	ı - includes	Fees and	Non-contract items
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			ce per item	ii loluues I	ccs and ive	ii contiacti	ICITIS
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
037BLV	4066M Compact Utility Tractor (52 PTO hp)	1	\$ 45,469.00	18.00	\$ 8,184.42	\$ 37,284.58	\$ 37,284.58
		Star	ndard Options	s - Per Unit			
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 1,418.00	18.00	\$ 255.24	\$ 1,162.76	\$ 1,162.76
1795	Less Loader	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2000	Open Station with Standard Seat	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5240	16.9-24 (6PR, R4 Industrial, 2 Position)	1	\$ -50.00	18.00	\$ -9.00	\$ -41.00	\$ -41.00
6240	10-16.5 (6PR, R4 Industrial, 2 Position)	1	\$ 172.00	18.00	\$ 30.96	\$ 141.04	\$ 141.04
	Standard Options Total		\$ 1,540.00		\$ 277.20	\$ 1,262.80	\$ 1,262.80
	Dealer At	tach	ments/Non-C	ontract/Ope	n Market		
R51680	Weight, Front Suitcase (100 Lb.) Quantity of One		\$ 163.90	18.00	\$ 29.50	\$ 537.60	\$ 537.60
LVA19497	Oil Line	1	\$ 148.49	18.00	\$ 26.73	\$ 121.76	\$ 121.76
BLV10441	Front Weight Bracket Extension Kit	1	\$ 304.70	18.00	\$ 54.85	\$ 249.85	\$ 249.85
BXX11040	Dual Rear SCV Mechanical Hitch - 4th and 5th Selective Control Valve Kit Open Station		\$ 1,181.86	18.00	\$ 212.73	\$ 969.13	\$ 969.13
	Dealer Attachments Total		\$ 2,290.65		\$ 412.31	\$ 1,878.34	\$ 1,878.34
		٧	alue Added S	Services			



Selling Equipment



Quote Id: 29759769 **Customer Name: CITY OF KILLEEN**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

United Ag & Turf 2308 Barnhardt Road Temple, TX 76501 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf 2308 Barnhardt Road Temple, TX 76501 254-773-9916 TempleJD@unitedagt.com

PowerGard Protection Plan \$ 2,228.00 \$ 2,228.00

\$ 2,228.00

Total

Value Added Services

\$ 2,228.00

\$ 2,228.00

\$ 2,228.00

Total Selling Price \$ 49,299.65 \$ 8,873.93 \$ 40,425.72 \$ 42,653.72

	I DEERE MX10 Pull- ent Notes:	Тур	e Center [Orive Rota	ry Cutter	- 540 RP	M PTO			
Stock Nu	Stock Number: Selling Price *									
Contract	: Sourcewell Ag 110719-	JDC	(PG BA CG	76)		;	\$ 9,953.72			
Price Eff	ective Date: October 6,	202	3							
		* Pri	ce per item	- includes F	ees and No	n-contract i	tems			
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price			
217AP	MX10 Pull-Type Center Drive Rotary Cutter - 540 RPM PTO	1	\$ 13,097.00	24.00	\$ 3,143.28	\$ 9,953.72	\$ 9,953.72			
		Star	ndard Option	s - Per Unit						
1210	Two 533.4 mm (21 in.) by 133.35 mm (5.25 in.) by 228.6 mm (9 in.) Puncture Proof Laminated Tires	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00			
	Standard Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00			
Total Sell	ing Price		\$ 13,097.00		\$ 3,143.28	\$ 9,953.72	\$ 9,953.72			



Extended Warranty Proposal

PowerGard™ Protection Plan

Tractors - Compa	-				
Date: October 9, 2023 Machine/Use Information		Plan Description	n	Price	
Manufacturer	JOHN DEERE	Plan Type:	New	Deductible:	\$ 100
Equipment Type	Tractors - Compact Utility	Coverage:	Comprehensive	Quoted Price	\$ 2,228.00
Model	4066M	Total Months:	72		
Country	US	Total Hours:	2000	Date Quoted	October 9, 2023
MFWD/Tracks	N				
Scraper Use					
THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.					
PowerGard Protection Proposal Prepared for: I have been offered this extended warranty and					
Customer Name - Please Print			✓ I ACCEPT the PowerGard Protection		
			☐ I DECLINE the	PowerGard Protect	ion
Customer Signature			If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.		

Note: This is <u>not</u> a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

What PowerGard Protection is:

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not:

PowerGard Protection is <u>not insurance.</u>It also does not cover routine maintainance or high wear items,or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.



Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large,unexpected repair bills during later years of equipment ownership,in exchange for a smaller protection fee up front.



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, <u>and</u> 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:	Associated Supply Company, Inc.
Signature	Company Name
Brax Wright	CEO
Printed Name	Title
9/27/2023	
Date	_



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Kaypel Velly Signature	Caldwell Country Chevrolet Company Name
	• •
Printed Name	Title Admin
9/25/2023	
Date	



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.

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D. Smith	Doggett Freightliner of South Texas, LLC DBA Freightliner of Austin
Signature	Company Name
Dustin Smith	Controller
Printed Name	Title
09/29/2023	
Date	





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- 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, <u>and</u> 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.

Printed Name

7-21-2

Date

Company Name

reet mpr.



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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Docusigned by: Oshley Ombroso Signature	GTS Technology Solutions, Inc. Company Name	
Ashley Ambroso	Director of Inside Sales	
Printed Name	Title	
9/27/2023		
Date		



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DocuSigned by: Michael Puryear	Holt Texas, Ltd
Signature Signature	Company Name
Michael Puryear	General Counsel, Corporate
Printed Name	Title
9/26/2023 8:40 AM CDT	
Date	



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.

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Rush Truck Centers of Texas LP dba Rush Truck Center Dallas Light & Medium Duty

Company Name

ALLWICHAL SALES DIR

_



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.

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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.

SCHGAMBLAN	SILSBEE FORD INC.
Signature //	Company Name
SETH GAMBLIN	FLEET SALES
Printed Name	Title
09/25/23	
Date	



Contract Verification

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Signature Company Name

ABU CAUTO Company Name

NUCATURE CONTRIC MANAGER

Title

10-2-2023



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.

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Sanit Ch. Collin	Stryker Sales LLC, through its Medical Division
Signature	Company Name
Jennifer N. Collins	Manager, Strategic Pricing & Contracts
Printed Name	Title
September 26, 2023	
Date	

CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 Complete Nos. 1 - 4 and 6 if there are interested parties. OFFICE USE ONLY Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. CERTIFICATION OF FILING Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2023-1076612 Associated Supply Company, Inc. (DBA ASCO) Manor, TX United States Date Filed: 2 Name of governmental entity or state agency that is a party to the contract for which the form is 09/27/2023 being filed. City of Killeen Date Acknowledged: 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. 685-22 Case CX26 Excavator Case CX26 Excavator Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary Wright, William B. "Brax" Lubbock, TX United States X Wright, John Stephen Amarillo, TX United States X Key, Paula Wright Lubbock, TX United States X 5 Check only if there is NO Interested Party. 6 UNSWORN DECLARATION Nelson Robinson IV , and my date of birth is I declare under penalty of perjury that the foregoing is true and correct. ____County, State of _

Signature of authorized agent of contracting business entity (Declarant)

FORM 1295

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING				
1	Name of business entity filing form, and the city, state and count of business.	Certificate Number: 2023-1076959				
	Bond Equipment Co. Inc. Dallas, TX United States	and the state which the form is	Date 1	Filed: 7/2023		
2	Name of governmental entity or state agency that is a party to the being filed. City of Killeen	e contract for which the form is	Date	Acknowledged:		
2	Provide the identification number used by the governmental enti	ty or state agency to track or identify	the co	ontract, and prov	vide a	
3	description of the services, goods, or other property to be provided 601-19	led under the contract.				
4	Refuse Trucks			Nature of		
4	Name of Interested Party	City, State, Country (place of busin	iess)	(check ap	Intermediary	
_						
-				1		
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION My name is James A. Soud	, and my date o	f birth i	s <u>1-20</u> -	-61	
	My address is 1401 Dary 11 Roano Ke TX, 76262 USA. (street) (country)					
	I declare under penalty of perjury that the foregoing is true and corre	ect.				
	Executed inCoun	ity, State of, on the	7	day of(month)		
		Signature of authorized agent of co	ntracti	ng business entity	/	

					1 of 1		
	Complete Nos. 1 - 4 and 6 if there are interested parties.			OFFICE USE			
_	Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	CERTIFICATION OF FILING					
1	Name of business entity filing form, and the city, state and count of business.	try of the business entity's place		icate Number: -1075785			
	Caldwell Country Chevrolet		2023	-10/3/03			
	Caldwell, TX United States		Date				
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form is	09/25	5/2023			
	City of Killeen		Date .	Acknowledged:			
3	Provide the identification number used by the governmental enti	ity or state agency to track or identify	the co	ontract, and prov	vide a		
	description of the services, goods, or other property to be provided to	ded under the contract.					
	#601-19 Purchase of Vehicles						
4	Name of Intercepted Party	City Chata Country (along of business	\		Nature of interest (check applicable)		
	Name of Interested Party	City, State, Country (place of busin	ess)	Controlling	Intermediary		
VI	IAPP, Averyt	Caldwell, TX United States		X	, incommoditury		
NI	NAPP, AVEIST	Caldwell, 17 Officed States		^			
SI	ATER, Ryan	Caldwell, TX United States		X			
_							

_							
5	Check only if there is NO Interested Party.						
_							
6	UNSWORN DECLARATION			al list.	000		
	My name is	, and my date of	birth is	DIPIDIT	498		
	DO BOV 27	Caldia all T	\	776210	(A) (A)		
	My address is VV VV ZI	, CUMVNET . I	X	1100W	, VIUPI.		
	• (street)	(city) (s	tate)	(zip code)	(country)		
	I declare under penalty of perjury that the foregoing is true and correct	ct.					
	. 0.0		20	Cent	1 72		
	Executed inCount	ty, State of TEXAS , on the	<u> </u>	day of (month)	year)		
		1/2 1/2 2	0.0) .			
		Kautible M	UL	<u>M</u>			
		Signature of authorized agent of cor	tracting	g business entity			

CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 Complete Nos. 1 - 4 and 6 if there are interested parties. OFFICE USE ONLY Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. CERTIFICATION OF FILING Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2023-1081743 Doggett Freightliner of South Texas, LLC Austin, TX United States Date Filed: Name of governmental entity or state agency that is a party to the contract for which the form is 10/10/2023 being filed. City of Killeen Date Acknowledged: 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. TIPS 200802 Rear Loader Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary Doggett, Leslie Austin, TX United States X 5 Check only if there is NO Interested Party. **6 UNSWORN DECLARATION** Drew Neubauer My name is 9/12/1970 _, and my date of birth is 191 Torrington Dr TX My address is 78737 Austin Hays (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Travis Executed in Texas on the 10th day of 23 County, State of (year)

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Signature of authorized agent of contracting business entity
(Declarant)

Version V3.5.1.cb183824

CERTIFICATE OF INTERESTED PARTIES FORM 1295 1 of 1 OFFICE USE ONLY 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. **CERTIFICATION OF FILING** 1 Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2023-1076631 GRAPEVINE DCJ, LLC GRAPEVINE, TX United States Date Filed: 09/27/2023 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: CITY OF KILLEEN 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. VERSALIFT LIFT TRUCK **PURCHASE OF NEW VEHICLE** Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary GRAPEVINE, TX United States Х **BUEHLMAN, BRANDON** 5 Check only if there is NO Interested Party. **6 UNSWORN DECLARATION** I declare under penalty of perjury that the foregoing is true and correct. _____County, State of _____, on the _____ and of

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Signature of authorized agent of contracting business entity (Declarant)

Version V3.5.1.99923476

	CERTIFICATE OF INTERESTED PAR	IIES				FOR	м 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.				CEF	OFFICE USE		
1	Name of business entity filing form, and the city, state and coun of business.	try of the busines	ss en	itity's place		ficate Number: -1076760		
	GTS Technology Solutions, Inc.							
2	Austin, TX United States Name of governmental entity or state agency that is a party to the	ne contract for wh	ich 1	the form is		Filed: 7/2023		
_	being filed.				Data	A a los acoda dasa de		
	City of Killeen				Date	Acknowledged:		
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided DIR-TSO-3763; DIR-CPO-4751 Patrol Unit Computers POLICE DEPT. FY 23-24 Technology	ded under the co	y to ntrac	track or identi ct.	fy the co	ontract, and pro	vide a	
		1				Nature o	f interest	
4	Name of Interested Party	City, State, Cou	ıntry	(place of bus	iness)			
						Controlling	Intermediary	
G	rant , Laura	Austin, TX Ur	nited	States		X		
5	Check only if there is NO Interested Party.							
6	UNSWORN DECLARATION							
	My name is Ashley Ambroso		,	and my date of	of birth is	10/20/1986	·	
	My address is 9211 Waterford Centre Blvd., Suite 2	275 _, Aus	stin		TX,	78758	,_USA	
	(street)	(0	city)		(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct							
	Executed inCount	ty, State of Tex	as	, on the	_e 27 _c	day of Septem (month)	ber _{20_23.} (year)	
			(DocuSigned by				
			\perp	Oshley (
		Signature of au	ıthori	zed agent of co (Declarant)	htracting	business entity		

CERTIFICATE OF INTERESTED PAR	KIIES		FOR	и 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				
Name of business entity filing form, and the city, state and cou of business.	ntry of the business entity's place		icate Number: -1075884			
Holt Texas, LTD (dba Holt Cat)						
SAN ANTONIO, TX United States 2 Name of governmental entity or state agency that is a party to	the contract for which the form is	Date I 09/26	Filea: 5/2023			
being filed.		Data				
City of Killeen		Date	Acknowledged:			
Provide the identification number used by the governmental er description of the services, goods, or other property to be prov SOURCEWELL COOPERATIVE PRICING		y the co	ontract, and prov	vide a		
ne (1) New Caterpillar Inc Model: 246D3-CL Compact Cons	truction Equipment					
4			Nature of interest			
Name of Interested Party	City, State, Country (place of busin	ness)	(check ap	plicable) Intermediary		
Holt Richter, Corinna	San Antonio, TX United States		Х	intermediary		
Holt, Peter J.	SAN ANTONIO, TX United State	es	×			
Jones, Gregory	Waco, TX United States			Х		
5 Check only if there is NO Interested Party.						
6 UNSWORN DECLARATION						
My name is _Michael Puryear	, and my date of	birth is	June 10th, 195	9		
My address is 1645 Heartfield Road		'x, _	78155	, <u>USA</u> .		
(street)	(city) (s	state)	(zip code)	(country)		
I declare under penalty of perjury that the foregoing is true and corr	ect.					
Executed in Bexar Cour	nty, State of <u>Texas</u> , on the	<u>26</u> _d	ay of Septembe	er_, 20_23		
	DocuSigned by:		(month)	(year)		
· · · · · · · · · · · · · · · · · · ·	Nichael Puryear					
	ZB80804DD18445C Signature of authorized agent of cor (Declarant)	ntracting	business entity			

Statutory Declaration Regarding Exemption from Filing Form 1295 for

Rush Truck Centers of Texas, LP

I, Michael S. Lyons, Assistant Secretary of Rushtex, Inc., a Delaware corporation and the sole general partner of Rush Truck Centers of Texas, LP, a Texas limited partnership, do hereby declare that:

- 1. Rush Truck Centers of Texas, LP is a wholly owned subsidiary of Rush Enterprises, Inc.
- 2. Rush Enterprises, Inc. is a public company traded on NASDAQ under the symbols RUSHA and RUSHB.
- 3. As a result of changes to Form 1295 made effective on January 1, 2018, a Form 1295 is not required for "a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity. (Emphasis added.) See Texas Government Code § 2252.908(c)(4). (A copy of the statute is attached for reference.)

Pursuant to the foregoing, Rush Truck Center of a public company, is not required to submi	
Acknowledged	
Michael S. Lyons	
Assistant Secretary	
State of Texas)	
County of Comal)	
PERSONALLY appeared before me Michael S. Lyons w this document.	ho executed and attested the execution of
SWORN TO BEFORE ME this 12 day of Banker 2018	3.
Continue Studd Notary Public for The State of Texas My Commission Expires: 2/28/2019	CYNTHIA SHEDD Notary Public STATE OF TEXAS My Commission Expires 02-28-2019 ID #12602250-6

TEXAS ETHICS COMMISSION GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT CHAPTER 2252. CONTRACTS WITH GOVERNMENTAL ENTITY

SUBCHAPTER Z. MISCELLANEOUS PROVISIONS

Sec. 2252.908. DISCLOSURE OF INTERESTED PARTIES.

- (a) In this section:
- (1) "Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.
- (2) "Governmental entity" means a municipality, county, public school district, or special-purpose district or authority.
- (3) "Interested party" means a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
- (4) "State agency" means a board, commission, office, department, or other agency in the executive, judicial, or legislative branch of state government. The term includes an institution of higher education as defined by Section 61.003, Education Code.
 - (b) This section applies only to a contract of a governmental entity or state agency that:

 (1) requires an action or vote by the governing body of the entity or agency before
- the contract may be signed; or
 (2) has a value of at least \$1 million.
 - (c) Notwithstanding Subsection (b), this section does not apply to:
 - (1) a sponsored research contract of an institution of higher education;
 - (2) an interagency contract of a state agency or an institution of higher education;
 - (3) a contract related to health and human services if:
 - (A) the value of the contract cannot be determined at the time the contract is

executed; and

- (B) any qualified vendor is eligible for the contract;
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.
- (d) A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.
- (e) The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:
- (1) a list of each interested party for the contract of which the contracting business entity is aware; and
- (2) a written, unsworn declaration subscribed by the authorized agent of the contracting business entity as true under penalty of perjury that is in substantially the following form:

"My name	1S				, my				
date of birth i	5		, and my	address	is				
(Street)	(City)	(State	(Zip	Code)	_'				
(Country) perjury that the			-	•					
Executed	in	County,	State of		_, on	the _	 day	of _	
 . ·		(Month)	(Year)						

Declarant".

- (f) Not later than the 30th day after the date the governmental entity or state agency receives a disclosure of interested parties required under this section, the governmental entity or state agency shall submit a copy of the disclosure to the Texas Ethics Commission.
- (g) The Texas Ethics Commission shall adopt rules necessary to implement this section, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's Internet website.

Added by Acts 2015, 84th Leg., R.S., Ch. 1024 (H.B. 1295), Sec. 3, eff. September 1, 2015. Amended by:

Acts 2017, 85th Leg., R.S., Ch. 526 (S.B. 255), Sec. 5, eff. September 1, 2017.

						1 of 1	
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING					
1	Name of business entity filing form, and the city, state and cour of business. SILSBEE FORD SILSBEE, TX United States	Certificate Number: 2023-1075534 Date Filed:					
2	Name of governmental entity or state agency that is a party to being filed. KILLEEN CITY OF	the contract for which t	ine ionii is		09/25/2023 Date Acknowledged:		
3	Provide the identification number used by the governmental er description of the services, goods, or other property to be proved 210907 AUTOMOBILES FLEET VEHILCES			the contrac	t, and prov	vide a	
4	Name of Interested Party	Name of Interested Party City, State, Country (place of business)					
D	ONALSON, DREW	SILSBEE, TX Uni	ted States	X	ntrolling	Intermediary	
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION						
	My name is SETH GAMBLIN	,	and my date of b	oirth is12/2	4/1985		
	My address is	, SILSBEE (city)	,,,	,	56 ip code)	, USA (country)	
	I declare under penalty of perjury that the foregoing is true and corre	, ,,	, oic	, (21	,	(
		nty, State of TEXAS			SEP (month)	, 20_23 (year)	
		Signature of authori	ZEED AGENT OF CONTROL (Declarant)		ness entity		

				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.	CEF	OFFICE USE	II.	
1	of business. STERLING MCCALL FORD HOUSTON, TX United States	2023 Date	Certificate Number: 2023-1078259 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		2/2023 Acknowledged:		
3	Provide the identification number used by the governmental entity or state agency to track or ide description of the services, goods, or other property to be provided under the contract. AC10-20 AMBULANCE	ntify the co			
4	Name of Interested Party City, State, Country (place of b	usiness)		f interest oplicable) Intermediary	
		nor			
5	Check only if there is NO Interested Party.				
6	My name is	te of birth is	10-9-1	1970_	
	My address is 6 445 SOUTHWEST FREENAS . HOVSTON (city)	(state)	77094 (zip code)	. USA (country)	
	I declare under penalty of perjury that the foregoing is true and correct. Executed in	the 2	day of <u>OCT</u> (month)	, 20 .23 . (year)	
	Signature and Dizer agent of (Declarant)	Contractin	g business entity		

					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.	CE	OFFICE USE ONLY CERTIFICATION OF FILING			
1	Name of business entity filing form, and the city, state and country of business. Stryker Sales, LLC Partage MILInited States	202	Certificate Number: 2023-1076384			
<u> </u>	Portage, MI United States Name of governmental entity or state agency that is a party to	the contract for which the form is		e Filed: 26/2023		
2	being filed. City of Killeen	the contract for which the form is		Acknowledged:		
3	Provide the identification number used by the governmental endescription of the services, goods, or other property to be pro 276720 Medical Devices		ify the o	contract, and pro	vide a	
4	Name of Interested Party	City, State, Country (place of bu	siness)		of interest applicable)	
				Controlling	Intermediary	
5	Check only if there is NO Interested Party.			1		
6	UNSWORN DECLARATION					
	My name is Lindsey Herman	, and my date	of birth i	_s _10-01-199	3	
	My address is 144 Limestone	,, -	TX	78628	, <u>USA</u> .	
	(street)	(city)	(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and corn	rect.				
	Executed in Williamson Cou	nnty, State of Texas, on the	ne <u>26</u>			
		indsey Herman		(month)	(year)	
	Signature of authorized agent of contracting business entity (Declarant)					



PROCUREMENT OF FLEET VEHICLES AND EQUIPMENT

Background

- □ Fleet Services manages 976 units of rolling stock
 - Includes maintaining the annual fleet procurement schedule
- □ Procurement schedule based upon:
 - Available funding, vehicle age, maintenance costs, etc.
- Annual fleet procurement budget:
 - □ FY 2022 \$5,980,534
 - FY 2023 \$7,896,166
 - FY 2024 \$6,011,800
 - Includes \$125,400 of additional fleet

Current Pending Fleet Orders

Department	# of Units	Order Placed	Estimated Time of Arrival
Aviation	1	Oct 2022	Unknown
Drainage	6	Oct 2020 – Oct 2022	5 Unknown; Oct 2020 unit is expected in 2023
Animal Services	4	Oct 2022	July 2024
Code Enforcement	1	Oct 2022	Unknown
Fire Dept	10	Jun – Dec 2022	3 Pumper/Engine — Aug 24; 1 Pumper/Engine for FS#4 — April 26; Aerial Ladder Truck — Jan 25; 3 Ambulances — Unknown; 1 Ambulance Dec 23

Current Pending Fleet Orders (cont'd)

Department	# of Units	Order Placed	Estimated Time of Arrival
Fleet - Passenger Van	1	Oct 2021	Unknown
Parks	2	Oct 2021	Unknown
Police	51	Oct 2021 – Oct 2022	18 any day now (however 14 units were damaged by hail at the dealership); 33 unknown
Transportation	7	Oct 2021 – Oct 2022	6 unknown; pothole patcher – Oct 2023
Solid Waste	10	Oct 2021 – July 2022	1 Oct 2023; 3 Dec 2023; 4 May 2024; 2 Sept 2024; 307

Current Pending Fleet Orders (cont'd)

Department	# of Units	Order Placed	Estimated Time of Arrival
Water & Sewer	13	Oct 2021 – Oct 2022	1 Oct 2023; 12 unknown

- 106 units remaining to be received
 - 18 any day now
 - 8 during 2023
 - 13 during 2024
 - □ 1 in 2025 and 1 in 2026
 - □ 65 unknown (61%)

- 6
- □ Total of 51 units of fleet are being purchased in this request at a cost of \$5,934,882
 - Animal Services 1 unit (\$42,118)
 - Aviation 4 units (\$156,998)
 - Communications 1 units (\$29,880)
 - Information Technology 1 unit (\$29,880)
 - □ Parks & Recreation 1 unit (\$57,295)
 - Public Safety 22 units (\$2,503,844)
 - Public Works 21 units (\$3,114,867)

- □ The fleet being purchased are on the approved fleet procurement schedule
- The fleet purchases are budgeted and in compliance with the Local Government Code, and the City's Purchasing Policy

Alternatives

- Defer purchase of fleet vehicles and equipment
- Purchase fleet vehicles and equipment

Recommendation

City Council approve the procurement of the fleet vehicles and equipment in the amount of \$5,934,882 and authorize the City Manager or designee to execute change orders in accordance with state and local law



City of Killeen

Staff Report

File Number: RS-23-173

Consider a memorandum/resolution authorizing a professional service agreement with Transmap Corporation to determine the overall condition of the road network and provide a five (5) year maintenance strategy, in the amount of \$242,896.20.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: Authorize a Professional Service Agreement with Transmap Corporation in the amount of \$242,896.20 to determine the overall condition of the road network and provide a five (5) year maintenance strategy.

BACKGROUND AND FINDINGS:

In December 2018, City Council adopted Sec. 25-227 of the Code of Ordinances which mandated that a Street Condition Assessment be conducted every three (3) years. This requirement was removed from the Code in 2021. However, a new assessment is needed to provide the most accurate data that reflects the City streets in order to create a maintenance strategy. The maintenance strategy is done in five (5) year intervals to best predict and model the degradation and aging of the city streets. The first road condition survey contract was approved in March 2014 and the most recent was approved on May 21, 2019.

In preparation for conducting the Street Condition Assessment, as required, staff reviewed the competency and qualifications for a firm to conduct a Street Condition Assessment to determine the overall condition of the road network and provide a five (5) year maintenance strategy. Transmap has successfully completed the first two assessments for the City of Killeen and have demonstrated excellent professionalism, response, and quality. Transmap, being familiar with the City of Killeen's previous data, can more readily include, and utilize the past data for the required analysis needed with any collected data with this contract.

THE ALTERNATIVES CONSIDERED:

- Defer the Street Condition Assessment to future fiscal years;
- 2. Perform the Street Condition Assessment in house with City employees and equipment; or
- 3. Award a Professional Service/Letter of Agreement contract for the Street Condition Assessment to Transmap Corporation in the amount of \$242,896.20.

Which alternative is recommended? Why?

City Staff recommends Alternate 3, award a Professional Service/Letter of Agreement for the Street Condition Assessment to Transmap Corporation in the amount of \$242,896.20.

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies and regulations.

Pursuant to Texas Local Government Code section 252.022(a)(4), this item is exempt from the competitive bidding requirements as it is an agreement for the procurement of professional services.

FINANCIAL IMPACT:

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

Estimated expenditure for this item for the current Fiscal year is \$242,896.20.

Is this a one-time or recurring expenditure?

This will be a one-time expenditure.

Is this expenditure budgeted?

Yes, funds are available in the General Fund Transportation account 010-3445-434.47-99.

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:

City staff recommends that the City Council authorize the City Manager, or designee to enter into a Professional Services Agreement with Transmap Corporation to determine the overall condition of the road network and provide a five (5) year maintenance strategy in the amount of \$242,896.20. City staff further recommends that the City Council authorize the City Manager, or designee, to execute any and all change orders within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Development Services Public Works Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Quote
Agreement
Certificate of Interested Parties
Contract Verification
Certificate of Insurance

City of Killeen, TX 2023 Re-Inspection Pricing Price Quote is Valid until October 31, 2023

1) Pavement Management

Task	Description	Comments	Transmap Units	Transmap Price	Total
1a	ON-SIGHT™ Raw Data Collection Includes LiDAR (units = centerline miles)	Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - 100% coverage - 360-degree image view of all roadways (ROW) with new Ladybug5 Ultra HD solution. Groundbased LiDAR (100% roadway coverage)	570	\$96.29	\$54,885.30
1b	Advanced Inspections - Profilometer/Crack Map Orthos (units = lump sum)	Transmap uses an ASTM compliant Delivery of Crack Map orthophotography and City-wide rutting	1	\$5,885.00	\$5,885.00
1c	Network Setup and Review (units = hours)	Transmap will use the updated centerline file and create the necessary fields, ID's and formatting to produce a pavement centerline	8	\$99.00	\$792.00
1d	Pavement Inspection (units = samples)	Detailed surface distress analysis - Transmap uses ASTM D6433 network level analysis - Crack Map 3D approach - Pavement width included - Price includes field verification (walkout)	10,182	\$5.65	\$57,528.30
1e	MicroPAVER Load (units = lump sum)	Formatting pavement sample data and centerline file for mass load into MicroPAVER using scripts	1	\$2,250.00	\$2,250.00
1f	Pavement Management Practice Definition "Boot Camp" (price is lump sum)	Transmap will meet with the City to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (ADT data, construct dates, maintenance dates, etc.) All information will be loaded into MicroPAVER.	1	\$3,500.00	\$3,500.00
1g	Reporting (units = hours)	Transmap will put together written/tabular and GIS map data to support traditional preventative maintenance pavement reporting, including budget scenarios with actual dollar amounts per M&R activity. Transmap will also create customized tables, work manager and predictive modeling within MicroPAVER.	44	\$125.00	\$5,500.00
1h	True Area Calculation (units = hours)	Transmap will update PMS and the Agency's GIS file to represent the True Area of pavement - True area will be an accurate width of pavement not just an average with from samples - This will assist the Paving Manager with actual widths to establish cost to replace pavement	93	\$109.00	\$10,137.00
1i	Transmap Project Management (units = hours)	Standard project management includes staff allocation, project tracking, phone calls, overall project coordination and monthly updates - Kick-off meeting	169	\$99.00	\$16,731.00

Subtotal \$157,208.60

Pricing valid if City can use 2019 contract Repeat Customer Discount of \$3,000.00 will be applied if all tasks including assets are approved

Craig Schorling, GISP, Vice President

City of Killeen, TX

Transmap Corporation September 15, 2023

City of Killeen, TX 2023 Sign Extraction Pricing Price Quote is Valid until October 31, 2023

2) Sign Extraction

Task	Description	Comments	Units	Price	Total
2a	Signs (units = centerline miles) Rates based on standard attributes	Standard attributes include; street name, unique ID, unique ID (street centerline), MUTCD code, daytime condition, post type, facing direction, flashers (yes, no)	570	\$71.99	\$41,034.30
2b	GIS Integration (units = hours)	Transmap will link all collected assets to the City centerline unique ID and road name.	18	\$109.00	\$1,962.00
2c	Project Management (units = hours)	Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.	52	\$99.00	\$5,148.00

Subtotal \$48,144.30

Transmap Corporation September 15, 2023

City of Killeen, TX Sidewalk/ADA Ramps Price Quote is Valid until October 31, 2023

Sidewalk/ADA Ramps

Task	Description	Comments	Units	Price	Total
3a	Sidewalks ADA Ramps (units = centerline miles) Rates based on standard attributes	Standard attributes include; street name, unique ID, unique ID (street centerline), type (concrete, paver, etc), failure location - Truncated Dome (yes,no), Color, new locations	570	\$54.99	\$31,344.30
3b	GIS Integration (units = hours)	Transmap will link all collected assets to the City centerline unique ID and road name.	16	\$109.00	\$1,744.00
3c	Project Management (units = hours)	Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.	45	\$99.00	\$4,455.00

Subtotal \$37,543.30

LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between the City of Killeen ("City") and Transmap Corporation ("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:

<u>Scope of Agreement.</u> The purpose of this Agreement is to enlist the services of the Contractor to:

Perform a Street Condition Assessment Survey on 570 centerline miles of street and associated tasks; including the following: project management, onsite raw data collection, advanced inspections, network setup and review, pavement inspections, MicroPaver data load, Pavement Management Practice Boot Camp, data reporting, true area calculations, sign information collection, GIS integration, and sidewalk ADA ramp inspections. Said services being more thoroughly described in the Price Quote, attached hereto and incorporated herein as Exhibit "A".

<u>Term of Agreement.</u> This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after 180 days.

Consia	<u>leration.</u> Contractor agrees to provide the services stated above:
	at the rate of \$ per hour;
	for the lump sum payment not to exceed; or
<u>X</u>	progress payments in the total amount not to exceed \$ \$ 242,896.20.

<u>Independent Contractor</u>. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

<u>Applicable Laws.</u> 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.

<u>Standard of Care</u>. 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.

<u>Insurance.</u> 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.

<u>Subcontracts and Assignments</u>. 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.

<u>Indemnification.</u> 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.

<u>Termination</u>. 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.

<u>Texas Law.</u> 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.

<u>Severability</u>. 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.

<u>Survival</u>. 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.

<u>Non-waiver</u>. 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.

<u>Contract Verification</u>. 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 Contractor 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 Contractor 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 Contractor 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. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.

<u>Entire Agreement</u>. 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 of Killeen			Transi	map Corporation 9/22/23
Kent Cag City Mar	gle nager	Date	Howa Presid	od Luxhoj, PE Date dent / CEO

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Subtotal

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Subtotal

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City of Killeen, TX

Sidewalk/ADA Ramps Price Quote is Valid until October 31, 2023

Sidewalk/ADA Ramps

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Subtotal \$37,543.30



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, <u>and</u> 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.

	Transmap Corporation	
Signature	Company Name	
Howard Luxhoj	President/CEO	
Printed Name	Title	
September 19, 2023	_	
Date		





CERTIFICATE OF LIABILITY INSURANCE

JMARIHUGH

9/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:				
Andres O'Neil & Lowe Insurance Agency	PHONE (A/C, No, Ext): (800) 636-0983 FAX (A/C, No): (419) 636-0132			
227 North Lynn Street Bryan, OH 43506	E-MAIL ADDRESS: agency@andresoneilandlowe.com				
	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A: Cincinnati Insurance Company	10677			
INSURED	INSURER B: Cincinnati Indemnity	23280			
TRANSMAP Corporation	INSURER C: Landmark American Insurance Company				
Transmap Engineering LLC 5030 Transamerica Drive	INSURER D:				
Columbus, OH 43228	INSURER E :				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR			ADDL		POLICY NUMBER	POLICY EFF	POLICY EXP		'S	
A	Х	COMMERCIAL GENERAL LIABILITY	INSD	WVD	. 0101 1101112	(MIM/DD/TTTT)	(MM/DD/YYYY)	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR			ENP 0008067	2/3/2023	2/3/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
Α	ΑU	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		ANY AUTO			ENP 0008067	2/3/2023	2/3/2024	BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α		UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	2,000,000
		EXCESS LIAB CLAIMS-MADE			ENP 0008067	2/3/2023	2/3/2024	AGGREGATE	\$	2,000,000
l		DED RETENTION \$							\$	
В	WOF	RKERS COMPENSATION EMPLOYERS' LIABILITY						PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE Y/N	N/A		EWC 0359509	10/12/2022	10/12/2023	E.L. EACH ACCIDENT	\$	1,000,000
	1.	ICER/MEMBER EXCLUDED?	III, A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
С	Pro	fessional Liab.			LHR785127	10/31/2022	10/31/2023			1,000,000
Α	Em	ployers Liability			ENP 0008067	2/3/2023	2/3/2024	\$1M/\$1M/\$1M		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is an additional insured including a waiver of subrogation per form GA233.

CERTIFICATE HOLDER	CANCELLATION
City of Killeen 101 N College Street Killeen, TX 76541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Killeeli, 1X 70541	authorized representative

LOC #: 1

ACORD°

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Andres O'Neil & Lowe Insurance Agency		NAMED INSURED	
		TRANSMAP Corporation Transmap Engineering LLC 5030 Transamerica Drive Columbus. OH 43228	
POLICY NUMBER			
SEE PAGE 1		Columbus, Ori 43220	
CARRIER	NAIC CODE		
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Cyber

Cincinnati Data Defender Coverage A. Response Expenses \$50,000

Forensic Information Technology Review Sublimit \$25,000 Legal Review Sublimit \$25,000 Public Relations Services Sublimit \$25,000 B. Defense and Liability \$50,000

Regulatory Fines and Penalties Sublimit \$25,000
Payment Card Industry Fines and Penalties Sublimit \$25,000
C. Identity Recovery \$25,000
Lost Wages and Child and Elder Care Sublimit \$5,000
Mental Health Counseling Sublimit \$1,000
Miscellaneous Unnamed Costs Sublimit \$1,000
Retroactive Date: 02/03/2019
CINCINNATI DATA DEFENDER COVERAGE PREMIUM
Cincinnati Network Defender Coverage

Cincinnati Network Defender Coverage A. Computer Attack \$50,000 Loss of Business Sublimit \$25,000 Public Relations Sublimit \$25,000

Cyber Extortion Sublimit \$25,000 Cyber Extortion Sublimit \$10,000

B. Network Security Liability and Electronic Media Liability \$50,000

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 parti	ies.	CEF	OFFICE USE				
1	Name of business entity filing form, and the city, state and of business. Transmap Corporation Columbus, OH United States	2023	Certificate Number: 2023-1073645 Date Filed:					
2	Name of governmental entity or state agency that is a parbeing filed. City of Killeen, Texas		09/19/2023 Date Acknowledged:					
3	Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. Street DAta Collect_9-19-2023 Pavement/Asset Management							
4	Name of Interested Party	City, State, Country (place of bus	iness)	Nature of interest (check applicable) Controlling Intermedia				
Tr	ansmap Corporation	Columbus, OH United States		Х				
5	Check only if there is NO Interested Party.	·						
6	UNSWORN DECLARATION							
	My name isHoward Luxhoj	, and my date o	of birth is	10/30/72	·			
	My address is5030 Transamerica Drive(street)		OH (state)	43228 (zip code)	, Franklin (country)			
	I declare under penalty of perjury that the foregoing is true and	d correct.						
	Executed in Franklin	All		day of <u>Octobe</u> (month)	e <u>r</u> , 20 <u>23</u> . (year)			
	Signature of authorized agent of contracting business entity (Declarant)							

TRANSMAP CORPORATION – STREET CONDITION ASSESSMENT

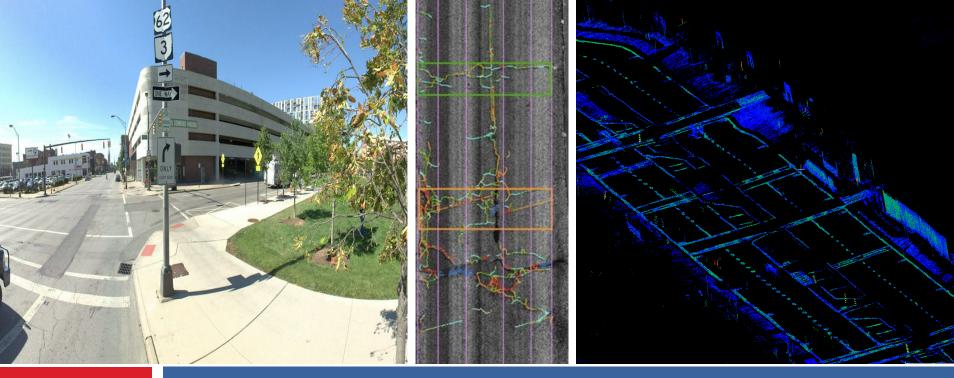
Background

- The Street Maintenance Fee Ordinance adopted by City Council in December 2018 mandated that a road condition survey be conducted every three (3) years. This was later removed from the code.
 - The most recent Street Condition Assessment was authorized in May 2019.
- The Street Condition Assessment would assess the overall condition of the road network and provide a five (5) year maintenance strategy
 - The results of this assessment will be used to determine the street maintenance schedule for future years.
- Transmap Corporation was selected to perform the Street Assessment based on their qualifications.



Collection

Equipment



4 Collection

Collected Data



Pavement Age Curve

	PCI M&R Category	Work Type	Description	Added Life & Benefit
tments	Rejuvenation 86-100	Crack seal, reclamite	Good	3-5 years
Preservation Treatments	Global 71-85	Micro-surfacing, slurry seal	Satisfactory	5-7 years
Preserv	Critical 51-70	Cape seal, thin overlay	Fair	8 years
Paving and Reconstruction	Conventional 31-50	Mill, overlay	Poor	10+ years PCI reset
	Reconstruction 0-30	Reconstruction/FDR	Very Poor	20+ years PCI reset

Collection

Maintenance Options

Alternatives Considered

The City Council has three (3) alternatives. The Council may:

- Defer the Street Condition Assessment to future fiscal years.
- Perform the Street Condition Assessment in-house with city employees and equipment.
- Enter into a professional services agreement for the Street Condition
 Assessment with Transmap Corporation.
 - Funding in the amount of \$242,896.20 is available in the current fiscal year.

Recommendation

Staff recommends that the City Council authorize the City Manager or designee to enter into a Professional Services Agreement with Transmap Corporation and to execute any change orders with the amount set by State and Local Law.



City of Killeen

Staff Report

File Number: RS-23-174

Consider a memorandum/resolution authorizing the purchase of Personal Protective Equipment from NAFECO, in an amount not to exceed \$264,645.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Jim Kubinski, Fire Chief

SUBJECT: Purchase of Personal Protective Equipment (PPE)

BACKGROUND AND FINDINGS:

The Fire Department has a created a 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 NFPA 1851 (National Association). compliance with Fire Protection 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 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. To buy these items as needed would create an inevitable hardship which could possibly exceed the reasonable budget for any given year. To avoid purchasing a large number of items in one year, the fire department has a plan to purchase approximately 20% of our current PPE inventory for our personnel annually. Our current quote will replace 55 full sets of 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 PPE. These items of PPE will be purchased through the Lion's First Responders PPE Inc. Sourcewell contract #032620.

THE ALTERNATIVES CONSIDERED:

- 1: Deny the request as written; or
- 2: Approve the request to utilize North American Fire Equipment Company (NAFECO) to purchase Personal Protective Equipment through Lion's First Responders PPE Inc. Sourcewell contract #032620.

Which alternative is recommended?

Staff recommends approval of the request as written

CONFORMITY TO CITY POLICY:

This purchase of goods will be made through the Sourcewell purchasing cooperative on contract #032620. 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?

The FY 2024 expenditure for PPE is an amount not to exceed \$264,645. Future purchases will be assessed annually based upon specific needs at the time.

Is this a one-time or recurring expenditure?

This is a one-time purchase for this budget year. Our future purchase needs will be dictated by the items that are damaged beyond repair or nearing expiration.

Is this expenditure budgeted?

Yes, funds are available in the General Fund Fire Department account 010-7070-442.41-20.

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 that the City Council authorize the request to utilize North American Fire Equipment Company (NAFECO) to purchase Personal Protective Equipment through Lion's First Responders PPE Inc. Sourcewell contract #032620 in the total amount not to exceed \$264,645 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:

Purchasing Finance Legal Fire

ATTACHED SUPPORTING DOCUMENTS:

Quote Contract Certificate of Interested Parties Contract Verification



Quotation

Q8522125625

Date: 2023-09-19 **Expires:** 2023-12-29

FOB: Origin

Customer Number: KIL045

Customer Information: KILLEEN FIRE DEPT.

Address: 201 N. 28TH ST.

KILLEEN, TX 76541

Attention: Capt. Kyle Cheadle

Phone: 2543891060

Email: kcheadle@killeentexas.gov

Prepared By: Kirby Prince

Qty	Item#	Description	Each	Total
55	CVFM/F	LION Turnout V-Force Coat	\$1,840.00	\$101,200.00
		Armor AP, 6.5 oz., GORE RT7100(Vented) Color: KHAKI, Trim: YELLOW, Name Patch: FF's 1st Initial + Last Name, To Read across yoke: KILLEEN		
55	PVFM/F	LION Turnout V-Force Pant, KHAKI Pant	\$1,365.50	\$75,102.50
		Armor AP, 6.5 oz., RT7100, Color: KHAKI, Trim: YELLOW, Includes Suspenders		
53	LFH8120D-21	LION Legend X Helmet, Black ESS Goggles & Bourkes	\$436.11	\$23,113.83
103	HD395142	Lion RedZone Particulate Blocking Hood, NFPA, Black	\$104.35	\$10,748.05
55	LPGVCTRY-XXS	LION Victory Structural Firefighting Glove, Sz: XXS	\$113.47	\$6,240.85
53	804-6369-XX	Thorogood QR14 Leather Boot, NFPA, 14" Structural	\$366.89	\$19,445.17
55	19352	ERB Industries Americana Wildlands/Yellow/Full Brim	\$45.59	\$2,507.45
55	740-0380	ESS Goggles, FirePro A Asian Fire 1Piece Wrap-Around Strap	\$55.62	\$3,059.10
55	5002-L	Shelby Wildland Rescue Glove, Tan-Black Pig, Wristlet. Sz: L	\$59.71	\$3,284.05
55	F560675-XX	Propper 360 Belt	\$16.58	\$911.90
55	F52992L700-XX	Propper Wildland Overpant FR, Yellow	\$175.87	\$9,672.85
55	F53182W700-XX	Propper Synergy Wildland Shirt Yellow	\$163.87	\$9,012.85
		Propper Synergy Wildland Shirt Yellow Notes: Includes adding "KILLEEN" w/3" Reflective Letters		
1	032620-LIO	Sourcewell	\$0.00	\$0.00
Freight Charges			\$345.78	
			Total	\$264,644.38

tax to be determined

Notes: New Updated quote w/Key Hose

Thank you for your business!



Solicitation Number: RFP #032620

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 Ave., Suite 400, Dayton, OH 45414 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

- B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.
- C. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

- B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

- A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.
- B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.
- C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

- D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor 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.
- E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:
 - 1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
 - 2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
 - 3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.
- F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

- A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor 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 Member inquiries; and
 - Business reviews to Sourcewell and Members, if applicable.
- B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable 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 Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

- A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.
- C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

- 1. Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
- 2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
- 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

1. Workers' Compensation and Employer's Liability.

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

10

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).
- F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.
- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

By: Jeremy Schwartz

Jeremy Schwartz

Title: Director of Operations &

Procurement/CPO

Date: 5/5/2020 | 5:00 PM CDT

Approved:
Docusigned by:

By: Chad Coautte

Chad Coauette

Title: Executive Director/CEO

Date: _____5/6/2020 | 9:53 AM CDT

LION First Responder PPE Inc.

By: Mark T. Smith
587DDCBA48E84BD.

Title: President LION Americas

Date: 5/6/2020 | 9:52 AM CDT

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and **Maintenance Equipment**

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: Tuesday February 25, 2020 11:04:25 Submitted On: Thursday March 26, 2020 15:27:16

Submitted By: Melissa Kirk

Email: mkirk@lionprotects.com

Transaction #: ce8d59f7-17bf-4a73-99ce-22a9fa717684

Submitter's IP Address: 72.0.146.98

Vendor Name: LION First Responder P--Bid Number: RFP 032620

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	LION First Responder PPE, Inc.	*
2	Proposer Address:	7200 Poe Ave. Suite 400 Dayton, OH 45414	*
3	Proposer website address:	www.lionprotects.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark T. Smith President, LION Americas 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 513-535-7549	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melissa Kirk Director, Sales Operations 7200 Poe Ave Suite 400 Dayton, OH 45414 mkirk@lionprotects.com 937.415.2817	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stefanie Theodor Sales Coordinator 7200 Poe Ave Suite 400 Dayton, OH 45414 stheodor@lionprotects.com 937.415.2935	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

Bid Number: RFP 032620 Vendor Name: LION First Responder P $^-$ 358

	Elivelope ID. C83D301C-19E1 -41 0D-B330-B70C3	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products	1898 - LION begins as a mobile dry goods and clothing store. 2020 - LION continues to deliver innovative, patented technology to the fire service market.
	or services.	LION Core Beliefs
		Fostering customer intimacy We have a deep commitment to delivering at a "world-class" level our customers' personal safety, readiness and professional identity needs. Delivering that starts with having strong personal networks, and with personal experience walking in the shoes of the customer.
		Doing what we promise 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.
		Learning from everything and everyone We value curiosity and strong personal initiative in the pursuit of understanding our customers' needs and exceeding them.
		Respecting all people We harness diverse points of view and even conflict as useful sources of learning, innovation, and continuous improvement.
		Collaborating to deliver solutions We use teamwork and a commitment to do whatever it takes to deliver solutions; that 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.
		Nothing short of excellence 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.
		Being good corporate citizens 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.
8	Provide a detailed description of the products and services that you are offering in your proposal.	PPE Products - Turnout Gear, Helmets, Gloves, Boots, Hoods, CBRN, StationWear, Rescuewear, First Responder Training Products, PPE Maintenance, Fire Training
9	What are your company's expectations in the event of an award?	To leverage the Sourcewell Cooperative Purchasing agreement to further protect those who protect others because firefighters and those around them are at risk.
10	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.	Sourcewell is a government agency that establishes an alliance between buyers and suppliers for use by education, government and non-profits. Cooperative purchasing with Sourcewell leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process.
11	What is your US market share for the solutions that you are proposing?	20-25%
12	What is your Canadian market share, if any?	35%
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

Vendor Name: LION First Responder P_359 Bid Number: RFP 032620

14	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	Manufacturer LION partners with a Distribution Network to deliver products and services. Distribution Partners employee Distribution Sales Representatives.	
	applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?		*
15	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.	NFPA 1971, NPFA 1851, NFPA 1951, NFPA 1855, NFPA1975, NFPA 1977, NFPA 1983, NFPA 1999, NFPA 1992, NPFA 1994, NFPA 1001, NFPA 1403, NPFA 1402, NPFA 10, OSHA 2254, OSHA, ISO 9001	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All have been included.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	N/A	*
19	What percentage of your sales are to the governmental sector in the past three years	LION sells through a distribution network so the sale is to the distributor partner. Approximately 5% would be direct to LION .	*
20	What percentage of your sales are to the education sector in the past three years	LION sells through a distribution network so the sale is to the distributor partner.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Ohio State - Approx. \$7M New Jersey New York - Approx. \$5M NPP	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
CITY OF PHOENIX	Catherine Logan	(602) 534-0943	*
MISHAWAKA FIRE DEPT	David Ray	(574) 257-0620	*
ORANGE BEACH FIRE / RESCUE	Lt. LaPorto	(407) 761-2431	*

Vendor Name: LION First Responder P_360 Bid Number: RFP 032620

Table 5: Top Five Government or Education Customers

Line Item 24. 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 *	
Riverside Co	Government	New York - NY	CBRN	n/a	n/a	*
FDNY	Government	New York - NY	CBRN	n/a	n/a	*
Baltimore Co	Government	Maryland - MD	CBRN	n/a	n/a	*
ILEAS (Illinois Law Enforcement Alarm System)	Government	Illinois - IL	CBRN	n/a	n/a	*
Tom Smith Fire Equipment	Government	Florida - FL	MILITARY (DLA)	n/a	n/a	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 (fulltime 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 *	
25	Sales force.	LION field sales – 22 Direct Employees Located across the United States and Canada Servicing the United States, Canada, Latin America and Middle East	*
26	Dealer network or other distribution methods.	Dealer Network, 100 plus distribution partners	*
27	Service force.	LION TotalCare Market Centers – 6 locations. Atlanta, Boston, Chicago, Houston, Memphis, Wilmington, with 72 employees	*
28	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.	LION works with Distribution Partners with hundreds of Distribution Sales Representatives in the US and Canada that provide customer service to the Fire Service. LION operates a customer service department in Dayton, Ohio and Albany, NY that processes warranty claims and miscellaneous customer inquiries.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A	*
30	Identify any Sourcewell Member 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?	N/A	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Hawaii – LION's policy is to ship direct to Hawaii via 2 day air or via ocean depending on size of shipment. Alaska – LION ships through a freight forwarder and covers freight within the contiguous states.	*

Bid Number: RFP 032620 Vendor Name: LION First Responder P

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Protecting at Every Level. 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 those services and drive revenue and profitable share growth for our company and for our partners.	
		Our areas of strength / Marketing Strategy	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	LION uses multiple social media platforms, maintains an informative website, 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 sales strategies.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The ability to use Sourcewell as a purchasing vehicle will be incorporated in the Sales Strategy for the field sales team.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	LION Fire Academy LION Fire Academy provides fire department members with online training on PPE and Continuing Education Units for successful completion. Fire instructors can incorporate PPE education into their classes and have their students earn credits. If you are a fire student or contemplating a career in firefighting, you'll find helpful quizzes, videos and links on PPE and other firefighting topics. NFPA 1851 and NFPA 1500 training modules are valid for any brand of PPE at no cost. lionfireacademy.com	*

Vendor Name: LION First Responder P_362 Bid Number: RFP 032620

37	Describe any technological advances that your proposed products or services offer.	See Marketing information	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	CORPORATE POLICY: 1. We strive to cut wasteful energy usage by replacing inefficient lighting with LED lighting in all of our buildings by 2020. 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. 2. We do not sell products that could have a harmful effect on human health and the environment. 3. We do not use manufacturing processes that release harmful pollutants or toxic materials. 4. We educate our employees on practical efforts to avoid wasteful uses of energy. a. We have installed motion detectors at Hazel Green Distribution Center and at our Dayton corporate headquarters. b. We review shipping and logistics methods to use the most efficient shipping routes to save fuel. c. We have a recycling program at the Dayton corporate headquarters with a goal for expansion to other facilities by the end of 2019. All new employees receive the attached handout on what can and cannot be recycled. 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. 5. We strive to minimize material waste. a. We strive to minimize material waste. b. Lion has a program to recycle used turnout gear. We have already delivered more than 1000 sets of used reconditioned gear. 6. We have engaged in R&D efforts with potential suppliers to develop sustainable raw materials to replace hydrocarbon-based petroleum products as the basic raw material in certain products. 7. We have installed a brand-new Elkay Water Drinking System in the Dayton corporate headquarters to increase the use of re-usable water bottles and reduce plastic waste. 8. L	
		LION Recycling Policy At LION, we educate our employees on practical efforts to decrease waste. As part of our core beliefs of being good corporate citizens, we strive to be more environmentally sustainable. Please utilize the small cardboard box under your desk to recycle the following items. • Plastic bags, batteries, & light bulbs The EPA estimates that 75% of the American waste stream is recyclable, but we only	
39	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	recycle about 30% of it. Please do your part and recycle! LION does not have an eco policy	
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	LION is a big business, so no SB certificates.	

Vendor Name: LION First Responder P____ Bid Number: RFP 032620

	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	As a result of our commitment to research-based design and innovation, LION has been awarded multiple patents for PPE and training products that prepare first responders for the hazards they face each day. Our dedicated R&D staff works with fire departments to generate and evaluate new product ideas. End-users collaborate with us on product development wear trials, training tests, focus groups, and surveys. The Personal Protection Council (PPC) focuses on fire service trends and unmet needs.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Products and Services are available in Canada.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

Vendor Name: LION First Responder P_364 Bid Number: RFP 032620

Do your warranties cover all products, parts, and labor?

WARRANTY

a. For PPE and uniforms, Supplier warrants that all its firefighter and emergency responder protective clothing, uniforms and equipment meet all applicable NFPA standards in effect at the time

of their manufacture and further warrants that such products are free from any defect in workmanship or any patent material defect.

b. Conditions of use are outside the control of Supplier. It is the responsibility of Customer to inspect and maintain the product to assure it remains fit for its 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 products' warning, use, inspection, maintenance, care, storage and retirement instructions. Failure to do so will void the warranty.

continued on next page

2019 LION Customer Policies —

Terms/Warranty (Continued)

50 - LION Turnout™ Price List

RETAIL PRICE LIST

Effective October 1, 2019

Price subject to change without prior notice

c. If the agreement involves the processing of material supplied by the Customer, Supplier warrants the product incorporating the material to be free from only manufacturing defects for a

period of six (6) months after delivery. If the processing proves to be unsound, Supplier may, at its own discretion, either remedy the fault or perform the processing again using material to be

delivered by the Customer, or refund a proportionate amount of the agreed contract price.

- d. Subparagraphs e, f, g and h of this section apply exclusively to training products:
- e. Supplier warrants the proper functioning of its products and the soundness of the materials and parts used therein for a period of twelve (12) months after delivery or for any other such term
- as agreed in writing between Supplier and the Customer. No warranty is given for products that were not new at the moment of delivery, and/or products that are not in use by the Customer

itself. Supplier does not warrant that the goods are suitable for the purpose for which the Customer intends to use them. Supplier does not warrant the absence of any faults of the products if

and insofar as the products were made following the design and/or other instructions or materials of the Customer.

f. Parts for which the wear-and-tear is dependent on the intensity and frequency of use of the product delivered are warranted for twelve (12) months or seven hundred and fifty (750) hours of

use, whichever comes first. Replacement of any parts damaged as result of excessive usage and operation, defined as greater than eighty-five (85) hours per month or one thousand (1,000)

hours per year, or more than ten (10) hours of continuous operation, shall be excluded from the warranty.

g. Supplier must be informed of more intensive use as soon as it becomes clear that the product is likely to be used more than indicated in General Terms or a separate agreement signed by

both parties. If the Customer remains in default of notifying Supplier, the warranty is voided.

h. Faults that arise after modification or repair by third parties, faults resulting from the use of the products for a purpose other than that for which they are intended, and faults arising from

normal wear-and-tear, injudicious use or improper maintenance are not covered by the warranty. The Customer is also barred from invoking the warranty provisions:

- i. if software and/or systems purchased by the Customer have been installed without the prior consent of Supplier and/or not fully according to any given instructions of Supplier;
- ii. in the event of negligence on the part of the Customer with regard to maintenance, or if the Customer has used the goods for purposes for which they were not designed;
- iii. if the Customer has made changes or had changes made to the goods; iv. in the event of injudicious or reckless use, improper connections, improper voltage, lightning strike, damage due to moisture penetration or other external causes or calamities; or
- v. for software problems resulting from the installation of software installed by the Customer or third parties without the explicit permission of Supplier.

Vendor Name: LION First Responder P--Bid Number: RFP 032620

			_
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	EXCEPT AS SET FORTH ABOVE, SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. j. Under the above warranties, Supplier will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the Customer's sole remedy and Supplier will not be responsible for any incidental, consequential or other damages based upon or arising in any way from breach of the warranties contained herein or the Customer's use of such product. k. The repairs under warranty will normally be carried out by Supplier at its factory, affiliate, or other designated facility. Only if repair by Supplier or a third party engaged by Supplier is not possible, and Supplier has duly communicated this to the Customer, the Customer shall be entitled to the replacement or repair of the faulty parts (unless otherwise explicitly agreed). I. Supplier may decide not to repair the goods but instead to replace them with brand new or equivalent goods, or to take back the goods and, if appropriate, refund part of the purchase price and/or offer a comparable alternative. m. The goods replaced under this warranty will be the property of Supplier. n. These warranty obligations apply only to any product, part or component which is returned to Supplier or a Supplier Authorized Clean and Repair Center with prior authorization and proof of purchase, and which Supplier agrees to be defective as covered by this warranty. o. The word "product" includes the product itself and any parts or labor furnished by Supplier with the sales, delivery or servicing of the product. p. "Defects in workmanship and materials" means poorly manufactured seams, stitching or components (e.g., loose or broken seams, zippers or snaps that fall off or do not function properly), and fabrics which have such flaws as holes, uneven spots, weak areas, pilling or other flaws caused by irregularities in their manufacture. q. The li	*
45	Do your warranties cover the expense of	All expenses are covered to perform approved warranty claims on Training	
	technicians' travel time and mileage to perform warranty repairs?	Props and Fire Safety Trailers.	
		o Core products are shipped back to the factory for repair.	
		o Over the phone troubleshooting often required. o Warranty does not cover misuse/neglect.	
46	Are there any geographic regions of the United	No. Lion can provide a certified factory tech or approved dealer technician to	
	States (and Canada, if applicable) for which you cannot provide a certified technician to perform	perform warranty repairs anywhere in the US or Canada.	
	warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	All core products can be shipped back to the factory for repair.	*
I		I and the second	1 1

Vendor Name: LION First Responder P____ Bid Number: RFP 032620

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?

COMPLAINTS & LIABILITY

a. Without prejudice to all that is stipulated in the agreement and elsewhere in these General Terms, Supplier will not be liable, contractually and/or extracontractually, for direct damages,

except insofar as the Customer proves that the damage and/or loss is the result of a shortcoming relating to the delivered product that can be fully and solely attributed to Supplier, in which

case, however, the total liability of Supplier will be still limited to the amount that is covered by its insurance. If no insurance coverage exists, for any reason at all, Supplier's liability is limited

to a sum equal to the amount of the invoice value of the supplied goods that gave rise to the liability. Supplier can never be held liable for loss of profits, loss of earnings or other indirect and

consequential damage. Supplier will in no event be liable, unless insofar as it explicitly accepts liability in these General Terms or in a written agreement between Supplier and the Customer.

b. Complaints must be submitted to Supplier in writing, with argumentation, within fourteen (14) days after the Customer becomes aware or could reasonably have become aware of the

complaint, failing which Supplier is entitled to disregard the complaint and the Customer is deemed to have waived any claim it may have against Supplier with regard to the complaint.

- c. If a timely and well-substantiated complaint is found justified, Supplier is entitled to either lower its invoices or improve the results of its work.
- d. Complaints do not entitle the Customer to suspend or offset any payments. e. After delivery, Supplier is no longer liable for faults, excepting where faults are fully and solely attributable to Supplier and the Customer did not give notice of such faults prior to the transfer
- in title, and furthermore the Customer could not reasonably be expected to have discovered these faults at the moment of transfer in title and register a complaint concerning the fault within

the appropriate time frame as stipulated herein.

- f. If and insofar as the Customer has insured any risk associated with the agreement, the Customer is obliged to claim any damages under that insurance and indemnify Supplier against recovery claims by the insurer.
- g. Supplier's liability for direct material damages is at all times limited to the net amount of the invoice pertaining to the agreement (excluding VAT). Under no circumstances shall the

compensation exceed the amount for which Supplier has procured insurance coverage for the loss-causing events and for which coverage is actually

h. The following are not subject to compensation: Consequential loss, including damages due to business stoppage and loss of profit; Damages inflicted on persons and/or property found in the

vicinity of the location where the contract is being performed inflicted by or during the performance of the contract; Damages caused by third parties, such as auxiliaries engaged by Supplier.

i. Excepting where otherwise agreed in writing, all liability of Supplier is cancelled (and therefore will expire) at the latest after six (6) months have elapsed from the moment at which the

agreement ends by transfer in title, dissolution or cancellation.

j. The legal claim derived from a fault for which Supplier is liable is not admissible (and will therefore expire) if it is brought later than six (6) months following the day on which the agreement

ends by virtue of delivery, transfer in title, dissolution or cancellation.

Vendor Name: LION First Responder P_367 Bid Number: RFP 032620

48	What are your proposed exchange and return programs and policies?	RETURNS 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: i. Products that have been worn, laundered, altered or soiled are non-returnable; ii. Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable; iii. Custom manufactured, custom sizes, made-to-order and special cut products are non-returnable; iv. Products that have been discontinued or redesigned are non-returnable; v. Boots that have been worn are non-returnable; vi. CBRN products are non-returnable. b. Returns must have prior approval from Supplier and marking instructions. Supplier will not accept goods returned without its written permission. c. Return of stock goods are subject to a fifteen percent (15%) restocking fee. d. Custom made-to-order products are not returnable.	*
49	Describe any service contract options for the items included in your proposal.	Service contracts for core products are described in the attachment. Large Prop and Fire Safety Trailer service contracts are priced individually, see summary attachments.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Leasing can be offered through a 3rd party service.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	N/A	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	In most cases, orders are submitted through Distribution to LION. The Sourcewell Member Designation would be documented on the purchase order. Quarterly a LION Representative will run a report identifying Sourcewell orders to calculate the appropriate quarterly fee.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, no additional cost.	*

Bid Number: RFP 032620 Vendor Name: LION First Responder P 368

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 desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
55	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 percentage discount off list is provided by product category. List price lists for each category to be uploaded.	*
56	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.	A percentage discount off list is provided by product category is listed in our document.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
58	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.	N/A	*
59	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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	LION Training Products: Freight is not included. Applicable fees may be charged for inspection, installation, set up and training. LION PPE Freight is included in the 48 contiguous states. Domestic freight to the freight forwarder is included for export orders.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	FOB: Origin	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Hawaii – LION's policy is to ship direct to Hawaii via 2 day air or via ocean depending on size of shipment. Alaska – LION ships through a freight forwarder and covers freight within the contiguous states.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	d. other than what the Proposer typically offers (please describe).	See attachment

Vendor Name: LION First Responder P--Bid Number: RFP 032620

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
64	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 Members 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.	One point of contact. Monthly review of departments registered with Sourcewell. Specific order field for Sourcewell Member information. LION reports all sales.	*
65	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.)	.75% of sale	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	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.	Monthly review of departments utilizing agreement. Monthly review of opportunities eligible for agreement utilization. Educate field sales regarding cooperative agreement.	*
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	By looking at both the immediate and long-term risks, we are actively working on advocating and developing products and services that protect the health of those that protect our communities.	*
68	Describe available options for customization of the products and/or equipment offered in your proposal.	LION offers a wide variety of customization including outershell, moisture barrier, thermal liner, pockets, trim, reinforcements and lettering.	*
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Sizing services can offered in person, via video or by sizing guideline documentation. Sizing can be performed using a sizing set or measuring tape.	*
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	In most cases, on site or in person services are provided through LION's Distribution Network with the support of the LION Distribution Sales Manager, Metro Account Manager, Product Manager and Demo Team.	*
71	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).	NFPA 1971, NPFA 1851, NFPA 1951, NFPA 1855, NFPA1975, NFPA 1977, NFPA 1983, NFPA 1999, NFPA 1992, NPFA 1994, NFPA 1001, NFPA 1403, NPFA 1402, NPFA 10, OSHA 2254, OSHA, ISO 9001	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 72. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Bid Number: RFP 032620 Vendor Name: LION First Responder P $_{\bf 370}^{--}$

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Financial Strength and Stability Lion Balance Sheet FY19 Highly Confidential.pdf Thursday March 26, 2020 15:25:06
 - Marketing Plan/Samples LION Sourcewell marketing plan.pdf Thursday March 26, 2020 15:23:12
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information Fire Safety Trailer Service Plan (no pricing).pdf Thursday March 26, 2020 15:23:25
 - Pricing Sourcewell LION Discount off List.pdf Thursday March 26, 2020 15:22:40
 - Additional Document Service Plan 2019 Pricing.pdf Thursday March 26, 2020 15:25:25

Bid Number: RFP 032620 Vendor Name: LION First Responder P 371

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.
- 3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
- 4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
- 5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 6. The Proposer agrees to deliver 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.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

■ 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. - Mark Smith, SR Vice President, LION First Responder PPE, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes
No

Bid Number: RFP 032620 Vendor Name: LION First Responder P $_{\bf 372}^{--}$

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	M	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	M	-
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	M	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	M	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	M	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	<u>√</u>	
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	₩	



Contract Verification

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

- O 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.
- O 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.
- O 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 DALS

Printed Name

Dota

North America Fire Equipment Co, INC Company Name

Director of Finance and Human Resources
Title

	ERTIFICATE OF INTERESTED PARTIES			RM 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 US		
1	ine of business citary ming form, and the city, citars and country of the business citary is		Certificate Number 2023-1072442		
	DECATUR, AL United States		Date Filed: 09/15/2023 Date Acknowledged:		
2	Name of governmental entity or state agency that is a party to the contract being filed. KILLEEN FIRE DEPARTMENT	ior willon the form is			
3	Provide the identification number used by the governmental entity or state description of the services, goods, or other property to be provided under t 603-20	agency to track or identify he contract.	the contract, and provide a		
	PPE AND STATION WEAR				
4				of interest applicable)	
	Name of Interested Party City, Stat	te, Country (place of busine	Controlling		
_					
				_	
5	Check only if there is NO Interested Party.				
6					
	My name is BRIAN DAKS	, and my date of t	birth is <u>6-7-</u>	<u>,3 </u>	
	My address is 1515 Moulton St W . Do (street)	CCATUR, A (Sta	L 3560 (zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct.				
	Fxecuted in MOCGAN County, State of	AL, on the _	day of Sef	oth) (year)	
		Oah	,		
	Signatur	re of authorized agent of cont (Declarant)	tracting business en	lity	

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V3.5.1.99923476



- The Killeen Fire Department provides Personal Protective
 Equipment (PPE) for our firefighters to include coat, trousers,
 boots, helmets, & gloves
- □ To comply with National Fire Protection Association (NFPA)
 Standard 1851, usable lifespan for each piece of PPE is 5
 years of frontline use and an additional 5 years in reserve status.
- □ KFD has implemented a 20% replacement of PPE inventory each year in order to meet this standard.

- Wear test was conducted to determine best gear
 - □ Fit
 - Durability
 - Performance
- Price comparison was conducted of evaluated gear
- North American Fire Equipment Company (NAFECO)
 offered the best pricing through Lion First Responders PPE,
 Inc. (Sourcewell contract #032620)

- □ Alternatives:
 - Deny the request; or
 - Approve the request as presented
- Financial Impact
 - FY 2024 expenditure not to exceed \$264,645
 - Budgeted expense no additional funding required
- Conforms to City Policy: North American Fire Equipment
 Company (NAFECO) through Lion First Responders PPE, Inc.
 Sourcewell contract #032620

 Staff recommends that the City Manager or his designee be authorized to execute the purchase of Firefighting Personal Protective Equipment from North American Fire Equipment Company (NAFECO) through Lion First Responders PPE Sourcewell Cooperative Contract #032620, 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-23-175

Consider a memorandum/resolution approving the inspection, cleaning, and repair of Personal Protective Equipment through Lion Total Care, in an amount not to exceed \$102,511 for FY 2024.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Jim Kubinski, Fire Chief

SUBJECT: PPE Cleaning/Repair Through Lion Total Care

BACKGROUND AND FINDINGS:

The National Fire Protection Association (NFPA) publishes fire industry codes and standards intended to minimize the possibility and effects of fire and other risks. NFPA Standard 1851 addresses requirements for the selection, care, and maintenance of firefighting protective equipment. This standard requires an Advanced Inspection of all protective equipment annually, or whenever a Routine Inspection determines potential damage. In addition, this standard also requires Advanced Cleaning of all protective equipment twice annually. Advanced cleaning removes any potential cancer-causing debris embedded into the PPE and reduces the cancer exposure risk to the potentially dangerous debris. These services are required to be performed by the original manufacturer, a verified and trained independent service provider, or a member of the department who has been properly trained and certified. Lion Total Care is a subsidiary of Lion's First Responders PPE Inc, which is the original manufacturer of the Personal Protective Equipment we use daily. Lion Total Care will provide Advanced Inspections, Advanced Cleaning, and Repairs as necessary in an amount not to exceed \$102,511 through Lion's First Responder PPE Inc Sourcewell contract #032620.

THE ALTERNATIVES CONSIDERED:

- 1. Deny the request as written; or
- Approve the request to utilize Lion Total Care for Advanced Inspection, Cleaning, and Repair of Personal Protective Equipment through Lion's First Responders PPE Inc. Sourcewell cooperative purchasing contract #032620.

Which alternative is recommended? Why?

Staff recommends approval of the request as written to conform to industry standards as outlined in NFPA 1851

CONFORMITY TO CITY POLICY:

This purchase of services will be made through the Sourcewell purchasing cooperative on contract #032620. 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?

The FY 2024 expenditure for Inspection, Cleaning, and Repair services is an amount not to exceed \$102,511. Future expenditures will be assessed annually based upon specific needs at the time.

Is this a one-time or recurring expenditure?

This is a one-time purchase for this budget year. Our future purchase needs will be dictated by the number of items in our inventory and those items that are in need of repair.

Is this expenditure budgeted?

Yes, funding is available in the General Fund Fire Department account 010-7070-442.41-20

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 that the City Council authorize inspection, cleaning, and repairs of Personal Protective Equipment through Lion Total Care in an amount not to exceed \$102,511 for FY 2024 through Lion's First Responders PPE Inc Sourcewell Cooperative Contract #032620 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:

Purchasing Finance Fire

ATTACHED SUPPORTING DOCUMENTS:

Staff Report Continued (RS-23-175)

Quote Agreement Certificate of Interested Parties Contract Verification



QUOTE

150 Manufacturing St. Suite 204 Dallas, Tx 75207 Phone 214.742.6156

alorenzo@lionprotects.com

September 19, 2023

EXPIRATION: March 17, 2024

For KILLEEN F.D Sorucewell #032620

Qty	Description	Unit Price	Line Total
520	COATS INCLUDES LINERS	\$48.79	\$25,370.80
520	PANTS INCLUDES LINERS	\$48.79	\$25,370.80
520	BOOTS	\$34.51	\$17,945.20
500	PAIRS OF GLOVES	\$11.13	\$5,565.00
500	HELMETS	\$30.59	\$15,295.00
1000	HOODS	\$6.58	\$6,580.00
14	PICKUPS/ TRIPS/ MILEAGE	\$456.00	\$6,384.00
		Subtotal	\$102,510.80
		Discount	
		Total	\$102,510.80

This price includes an Advanced Cleaning, Bio-Decon, Machine Washing or Hand Washing, as appropriate, Spot Cleaning, Advanced Inspection and Complete Liner Testing and is good for any number of structural firefighting ensembles. Any necessary repairs will be an additional cost and may be significant.

Quotation prepared by: Angela Lorenzo

Thank you for your business!

Page 1 of 1



Solicitation Number: RFP #032620

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 Ave., Suite 400, Dayton, OH 45414 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

- B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.
- C. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

- B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

- A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.
- B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.
- C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

- D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor 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.
- E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:
 - 1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
 - 2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
 - 3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.
- F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

- A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor 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 Member inquiries; and
 - Business reviews to Sourcewell and Members, if applicable.
- B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable 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 Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

- A. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.
- C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

- 1. Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
- 2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
- 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

1. Workers' Compensation and Employer's Liability.

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

10

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).
- F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.
- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.
- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.
- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

Docusigned by:
By: Jevemy Schwartz

Jeremy Schwartz

Title: Director of Operations &

Procurement/CPO

Date: 5/5/2020 | 5:00 PM CDT

Approved:
Docusigned by:

By: Chad Coauth

Chad Coauette

Title: Executive Director/CEO

Date: _____5/6/2020 | 9:53 AM CDT

LION First Responder PPE Inc.

By: Mark T. Smith
5B7DDCBA48E84BD...

Title: President LION Americas

Date: 5/6/2020 | 9:52 AM CDT

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and **Maintenance Equipment**

Vendor Details

Company Name: LION First Responder PPE

Does your company conduct

business under any other name? If LION

yes, please state:

Contact:

Melissa Kirk

7200 Poe Avenue Address:

Dayton, OH 45414

Email: mkirk@lionprotects.com

Phone: 937-266-0869 Fax: 937-415-0869 HST#: 47-1845529

Submission Details

Created On: Tuesday February 25, 2020 11:04:25 Submitted On: Thursday March 26, 2020 15:27:16

Submitted By: Melissa Kirk

Email: mkirk@lionprotects.com

Transaction #: ce8d59f7-17bf-4a73-99ce-22a9fa717684

Submitter's IP Address: 72.0.146.98

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	LION First Responder PPE, Inc.	*
2	Proposer Address:	7200 Poe Ave. Suite 400 Dayton, OH 45414	*
3	Proposer website address:	www.lionprotects.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark T. Smith President, LION Americas 7200 Poe Avenue Suite 400 Dayton, Ohio 45414 513-535-7549	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melissa Kirk Director, Sales Operations 7200 Poe Ave Suite 400 Dayton, OH 45414 mkirk@lionprotects.com 937.415.2817	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stefanie Theodor Sales Coordinator 7200 Poe Ave Suite 400 Dayton, OH 45414 stheodor@lionprotects.com 937.415.2935	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

Vendor Name: LION First Responder P_402 Bid Number: RFP 032620

7	Provide a brief history of your company	
/	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products	1898 - LION begins as a mobile dry goods and clothing store. 2020 - LION continues to deliver innovative, patented technology to the fire service market.
	or services.	LION Core Beliefs
		Fostering customer intimacy We have a deep commitment to delivering at a "world-class" level our customers' personal safety, readiness and professional identity needs. Delivering that starts with having strong personal networks, and with personal experience walking in the shoes of the customer.
		Doing what we promise 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.
		Learning from everything and everyone We value curiosity and strong personal initiative in the pursuit of understanding our customers' needs and exceeding them.
		Respecting all people We harness diverse points of view and even conflict as useful sources of learning, innovation, and continuous improvement.
		Collaborating to deliver solutions We use teamwork and a commitment to do whatever it takes to deliver solutions; that 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.
		Nothing short of excellence 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.
		Being good corporate citizens 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.
8	Provide a detailed description of the products and services that you are offering in your proposal.	PPE Products - Turnout Gear, Helmets, Gloves, Boots, Hoods, CBRN, StationWear, Rescuewear, First Responder Training Products, PPE Maintenance, Fire Training
9	What are your company's expectations in the event of an award?	To leverage the Sourcewell Cooperative Purchasing agreement to further protect those who protect others because firefighters and those around them are at risk.
10	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.	Sourcewell is a government agency that establishes an alliance between buyers and suppliers for use by education, government and non-profits. Cooperative purchasing with Sourcewell leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process.
11	What is your US market share for the solutions that you are proposing?	20-25%
12	What is your Canadian market share, if any?	35%
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

Vendor Name: LION First Responder P_403 Bid Number: RFP 032620

14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer LION partners with a Distribution Network to deliver products and services. Distribution Partners employee Distribution Sales Representatives.	*
15	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.	NFPA 1971, NPFA 1851, NFPA 1951, NFPA 1855, NFPA1975, NFPA 1977, NFPA 1983, NFPA 1999, NFPA 1992, NPFA 1994, NFPA 1001, NFPA 1403, NPFA 1402, NPFA 10, OSHA 2254, OSHA, ISO 9001	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All have been included.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	N/A	*
19	What percentage of your sales are to the governmental sector in the past three years	LION sells through a distribution network so the sale is to the distributor partner. Approximately 5% would be direct to LION .	*
20	What percentage of your sales are to the education sector in the past three years	LION sells through a distribution network so the sale is to the distributor partner.	*
21	1	Ohio State - Approx. \$7M New Jersey New York - Approx. \$5M NPP	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
CITY OF PHOENIX	Catherine Logan	(602) 534-0943	*
MISHAWAKA FIRE DEPT	David Ray	(574) 257-0620	*
ORANGE BEACH FIRE / RESCUE	Lt. LaPorto	(407) 761-2431	*

Table 5: Top Five Government or Education Customers

Line Item 24. 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 IVno *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Riverside Co	Government	New York - NY	CBRN	n/a	n/a	*
FDNY	Government	New York - NY	CBRN	n/a	n/a	*
Baltimore Co	Government	Maryland - MD	CBRN	n/a	n/a	*
ILEAS (Illinois Law Enforcement Alarm System)	Government	Illinois - IL	CBRN	n/a	n/a	*
Tom Smith Fire Equipment	Government	Florida - FL	MILITARY (DLA)	n/a	n/a	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *	
25	Sales force.	LION field sales – 22 Direct Employees Located across the United States and Canada Servicing the United States, Canada, Latin America and Middle East	*
26	Dealer network or other distribution methods.	Dealer Network, 100 plus distribution partners	*
27	Service force.	LION TotalCare Market Centers – 6 locations. Atlanta, Boston, Chicago, Houston, Memphis, Wilmington, with 72 employees	*
28	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.	LION works with Distribution Partners with hundreds of Distribution Sales Representatives in the US and Canada that provide customer service to the Fire Service. LION operates a customer service department in Dayton, Ohio and Albany, NY that processes warranty claims and miscellaneous customer inquiries.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A	*
30	Identify any Sourcewell Member 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?	N/A	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Hawaii – LION's policy is to ship direct to Hawaii via 2 day air or via ocean depending on size of shipment. Alaska – LION ships through a freight forwarder and covers freight within the contiguous states.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Protecting at Every Level. 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 those services and drive revenue and profitable share growth for our company and for our partners.	
		Our areas of strength / Marketing Strategy	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	LION uses multiple social media platforms, maintains an informative website, 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 sales strategies.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The ability to use Sourcewell as a purchasing vehicle will be incorporated in the Sales Strategy for the field sales team.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	LION Fire Academy LION Fire Academy provides fire department members with online training on PPE and Continuing Education Units for successful completion. Fire instructors can incorporate PPE education into their classes and have their students earn credits. If you are a fire student or contemplating a career in firefighting, you'll find helpful quizzes, videos and links on PPE and other firefighting topics. NFPA 1851 and NFPA 1500 training modules are valid for any brand of PPE at no cost. lionfireacademy.com	*

37	Describe any technological advances that your proposed products or services offer.	See Marketing information	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	CORPORATE POLICY: 1. We strive to cut wasteful energy usage by replacing inefficient lighting with LED lighting in all of our buildings by 2020. 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. 2. We do not sell products that could have a harmful effect on human health and the environment. 3. We do not use manufacturing processes that release harmful pollutants or toxic materials. 4. We educate our employees on practical efforts to avoid wasteful uses of energy. a. We have installed motion detectors at Hazel Green Distribution Center and at our Dayton corporate headquarters. b. We review shipping and logistics methods to use the most efficient shipping routes to save fuel. c. We have a recycling program at the Dayton corporate headquarters with a goal for expansion to other facilities by the end of 2019. All new employees receive the attached handout on what can and cannot be recycled. 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. 5. We strive to minimize material waste. a. We strive to minimize material waste. b. Lion has a program to recycle used turnout gear. We have already delivered more than 1000 sets of used reconditioned gear. 6. We have engaged in R&D efforts with potential suppliers to develop sustainable raw materials to replace hydrocarbon-based petroleum products as the basic raw material in certain products. 7. We have installed a brand-new Elkay Water Drinking System in the Dayton corporate headquarters to increase the use of re-usable water bottles and reduce plastic waste. 8. L	
		LION Recycling Policy At LION, we educate our employees on practical efforts to decrease waste. As part of our core beliefs of being good corporate citizens, we strive to be more environmentally sustainable. Please utilize the small cardboard box under your desk to recycle the following items. • Plastic bags, batteries, & light bulbs The EPA estimates that 75% of the American waste stream is recyclable, but we only	
39	Identify any third-party issued eco- labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	recycle about 30% of it. Please do your part and recycle! LION does not have an eco policy	
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	LION is a big business, so no SB certificates.	

Vendor Name: LION First Responder P--Bid Number: RFP 032620

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	End-users collaborate with us on product development wear trials, training tests, focus groups, and surveys.	*
		The Personal Protection Council (PPC) focuses on fire service trends and unmet needs.	
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Products and Services are available in Canada.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

Do your warranties cover all products, parts, and labor?

WARRANTY

a. For PPE and uniforms, Supplier warrants that all its firefighter and emergency responder protective clothing, uniforms and equipment meet all applicable NFPA standards in effect at the time

of their manufacture and further warrants that such products are free from any defect in workmanship or any patent material defect.

b. Conditions of use are outside the control of Supplier. It is the responsibility of Customer to inspect and maintain the product to assure it remains fit for its 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 products' warning, use, inspection, maintenance, care, storage and retirement instructions. Failure to do so will void the warranty.

continued on next page

2019 LION Customer Policies —

Terms/Warranty (Continued)

50 - LION Turnout™ Price List

RETAIL PRICE LIST

Effective October 1, 2019

Price subject to change without prior notice

c. If the agreement involves the processing of material supplied by the Customer, Supplier warrants the product incorporating the material to be free from only manufacturing defects for a

period of six (6) months after delivery. If the processing proves to be unsound, Supplier may, at its own discretion, either remedy the fault or perform the processing again using material to be

delivered by the Customer, or refund a proportionate amount of the agreed contract price.

- d. Subparagraphs e, f, g and h of this section apply exclusively to training products:
- e. Supplier warrants the proper functioning of its products and the soundness of the materials and parts used therein for a period of twelve (12) months after delivery or for any other such term
- as agreed in writing between Supplier and the Customer. No warranty is given for products that were not new at the moment of delivery, and/or products that are not in use by the Customer

itself. Supplier does not warrant that the goods are suitable for the purpose for which the Customer intends to use them. Supplier does not warrant the absence of any faults of the products if

and insofar as the products were made following the design and/or other instructions or materials of the Customer.

f. Parts for which the wear-and-tear is dependent on the intensity and frequency of use of the product delivered are warranted for twelve (12) months or seven hundred and fifty (750) hours of

use, whichever comes first. Replacement of any parts damaged as result of excessive usage and operation, defined as greater than eighty-five (85) hours per month or one thousand (1,000)

hours per year, or more than ten (10) hours of continuous operation, shall be excluded from the warranty.

g. Supplier must be informed of more intensive use as soon as it becomes clear that the product is likely to be used more than indicated in General Terms or a separate agreement signed by

both parties. If the Customer remains in default of notifying Supplier, the warranty is voided.

h. Faults that arise after modification or repair by third parties, faults resulting from the use of the products for a purpose other than that for which they are intended, and faults arising from

normal wear-and-tear, injudicious use or improper maintenance are not covered by the warranty. The Customer is also barred from invoking the warranty provisions:

- i. if software and/or systems purchased by the Customer have been installed without the prior consent of Supplier and/or not fully according to any given instructions of Supplier;
- ii. in the event of negligence on the part of the Customer with regard to maintenance, or if the Customer has used the goods for purposes for which they were not designed;
- iii. if the Customer has made changes or had changes made to the goods; iv. in the event of injudicious or reckless use, improper connections, improper voltage, lightning strike, damage due to moisture penetration or other external causes or calamities; or
- v. for software problems resulting from the installation of software installed by the Customer or third parties without the explicit permission of Supplier.

Bid Number: RFP 032620

	<u> </u>	
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	EXCEPT AS SET FORTH ABOVE, SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE. j. Under the above warranties, Supplier will repair or replace, at its option, any product which does not meet the above warranties. Such repair or replacement will be the Customer's sole remedy and Supplier will not be responsible for any incidental, consequential or other damages based upon or arising in any way from breach of the warranties contained herein or the Customer's use of such product. k. The repairs under warranty will normally be carried out by Supplier at its factory, affiliate, or other designated facility. Only if repair by Supplier or a third party engaged by Supplier is not possible, and Supplier has duly communicated this to the Customer, the Customer shall be entitled to the replacement or repair of the faulty parts (unless otherwise explicitly agreed). 1. Supplier may decide not to repair the goods but instead to replace them with brand new or equivalent goods, or to take back the goods and, if appropriate, refund part of the purchase price and/or offer a comparable alternative. m. The goods replaced under this warranty will be the property of Supplier. n. These warranty obligations apply only to any product, part or component which is returned to Supplier agrees to be defective as covered by this warranty. center with prior authorization and proof of purchase, and which Supplier agrees to be defective as covered by this warranty. c. The word "product" includes the product itself and any parts or labor furnished by Supplier with the sales, delivery or servicing of the product. p. "Defects in workmanship and materials" means poorly manufactured seams, stitching or components (e.g., loose or broken seams, zippers or snaps that fall off or do not function properly), and fabrics which have such flaws as holes, uneven spots, weak areas, pilling or other flaws caused by irregularities in their manufacture.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	All expenses are covered to perform approved warranty claims on Training Props and Fire Safety Trailers. o Core products are shipped back to the factory for repair. o Over the phone troubleshooting often required. o Warranty does not cover misuse/neglect.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No. Lion can provide a certified factory tech or approved dealer technician to perform warranty repairs anywhere in the US or Canada. All core products can be shipped back to the factory for repair.

Vendor Name: LION First Responder P-- **410** Bid Number: RFP 032620

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?

COMPLAINTS & LIABILITY

a. Without prejudice to all that is stipulated in the agreement and elsewhere in these General Terms, Supplier will not be liable, contractually and/or extracontractually, for direct damages,

except insofar as the Customer proves that the damage and/or loss is the result of a shortcoming relating to the delivered product that can be fully and solely attributed to Supplier, in which

case, however, the total liability of Supplier will be still limited to the amount that is covered by its insurance. If no insurance coverage exists, for any reason at all, Supplier's liability is limited

to a sum equal to the amount of the invoice value of the supplied goods that gave rise to the liability. Supplier can never be held liable for loss of profits, loss of earnings or other indirect and

consequential damage. Supplier will in no event be liable, unless insofar as it explicitly accepts liability in these General Terms or in a written agreement between Supplier and the Customer.

b. Complaints must be submitted to Supplier in writing, with argumentation, within fourteen (14) days after the Customer becomes aware or could reasonably have become aware of the

complaint, failing which Supplier is entitled to disregard the complaint and the Customer is deemed to have waived any claim it may have against Supplier with regard to the complaint.

- c. If a timely and well-substantiated complaint is found justified, Supplier is entitled to either lower its invoices or improve the results of its work.
- d. Complaints do not entitle the Customer to suspend or offset any payments. e. After delivery, Supplier is no longer liable for faults, excepting where faults are fully and solely attributable to Supplier and the Customer did not give notice of such faults prior to the transfer
- in title, and furthermore the Customer could not reasonably be expected to have discovered these faults at the moment of transfer in title and register a complaint concerning the fault within

the appropriate time frame as stipulated herein.

- f. If and insofar as the Customer has insured any risk associated with the agreement, the Customer is obliged to claim any damages under that insurance and indemnify Supplier against recovery claims by the insurer.
- g. Supplier's liability for direct material damages is at all times limited to the net amount of the invoice pertaining to the agreement (excluding VAT). Under no circumstances shall the

compensation exceed the amount for which Supplier has procured insurance coverage for the loss-causing events and for which coverage is actually

h. The following are not subject to compensation: Consequential loss, including damages due to business stoppage and loss of profit; Damages inflicted on persons and/or property found in the

vicinity of the location where the contract is being performed inflicted by or during the performance of the contract; Damages caused by third parties, such as auxiliaries engaged by Supplier.

i. Excepting where otherwise agreed in writing, all liability of Supplier is cancelled (and therefore will expire) at the latest after six (6) months have elapsed from the moment at which the

agreement ends by transfer in title, dissolution or cancellation.

j. The legal claim derived from a fault for which Supplier is liable is not admissible (and will therefore expire) if it is brought later than six (6) months following the day on which the agreement

ends by virtue of delivery, transfer in title, dissolution or cancellation.

48	What are your proposed exchange and return programs and policies?	RETURNS 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: i. Products that have been worn, laundered, altered or soiled are non-returnable; ii. Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable; iii. Custom manufactured, custom sizes, made-to-order and special cut products are non-returnable; iv. Products that have been discontinued or redesigned are non-returnable; v. Boots that have been worn are non-returnable; vi. CBRN products are non-returnable. b. Returns must have prior approval from Supplier and marking instructions. Supplier will not accept goods returned without its written permission. c. Return of stock goods are subject to a fifteen percent (15%) restocking fee. d. Custom made-to-order products are not returnable.	*
49	Describe any service contract options for the items included in your proposal.	Service contracts for core products are described in the attachment. Large Prop and Fire Safety Trailer service contracts are priced individually, see summary attachments.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Leasing can be offered through a 3rd party service.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	N/A	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	In most cases, orders are submitted through Distribution to LION. The Sourcewell Member Designation would be documented on the purchase order. Quarterly a LION Representative will run a report identifying Sourcewell orders to calculate the appropriate quarterly fee.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, 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 desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
55	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 percentage discount off list is provided by product category. List price lists for each category to be uploaded.	*
56	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.	A percentage discount off list is provided by product category is listed in our document.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
58	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.	N/A	*
59	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 predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	LION Training Products: Freight is not included. Applicable fees may be charged for inspection, installation, set up and training. LION PPE Freight is included in the 48 contiguous states. Domestic freight to the freight forwarder is included for export orders.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	FOB: Origin	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Hawaii – LION's policy is to ship direct to Hawaii via 2 day air or via ocean depending on size of shipment. Alaska – LION ships through a freight forwarder and covers freight within the contiguous states.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	d. other than what the Proposer typically offers (please describe).	See attachment

Vendor Name: LION First Responder P--Bid Number: RFP 032620

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
64	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 Members 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.	One point of contact. Monthly review of departments registered with Sourcewell. Specific order field for Sourcewell Member information. LION reports all sales.	*
65	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.)	.75% of sale	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	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.	Monthly review of departments utilizing agreement. Monthly review of opportunities eligible for agreement utilization. Educate field sales regarding cooperative agreement.	*
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	By looking at both the immediate and long-term risks, we are actively working on advocating and developing products and services that protect the health of those that protect our communities.	*
68	Describe available options for customization of the products and/or equipment offered in your proposal.	LION offers a wide variety of customization including outershell, moisture barrier, thermal liner, pockets, trim, reinforcements and lettering.	*
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Sizing services can offered in person, via video or by sizing guideline documentation. Sizing can be performed using a sizing set or measuring tape.	*
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	In most cases, on site or in person services are provided through LION's Distribution Network with the support of the LION Distribution Sales Manager, Metro Account Manager, Product Manager and Demo Team.	*
71	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).	NFPA 1971, NPFA 1851, NFPA 1951, NFPA 1855, NFPA1975, NFPA 1977, NFPA 1983, NFPA 1999, NFPA 1992, NPFA 1994, NFPA 1001, NFPA 1403, NPFA 1402, NPFA 10, OSHA 2254, OSHA, ISO 9001	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 72. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Financial Strength and Stability Lion Balance Sheet FY19 Highly Confidential.pdf Thursday March 26, 2020 15:25:06
 - Marketing Plan/Samples LION Sourcewell marketing plan.pdf Thursday March 26, 2020 15:23:12
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information Fire Safety Trailer Service Plan (no pricing).pdf Thursday March 26, 2020 15:23:25
 - Pricing Sourcewell LION Discount off List.pdf Thursday March 26, 2020 15:22:40
 - Additional Document Service Plan 2019 Pricing.pdf Thursday March 26, 2020 15:25:25

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.
- 3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
- 4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
- 5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 6. The Proposer agrees to deliver 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.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes
No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	M	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	⋈	
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	M	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	⋈	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	⋈	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	⋈	-
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	₩	-



Contract Verification

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

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

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, <u>and</u> 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	LION TOTALCAME, INC. Company Name
Arous 65 Mugaez Printed Name	SECRETARY AND CORPORTE COUNSES.
Date:	

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

			1 01 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 CERTIFICATION	
Name of business entity filing form, and the city, state and country of the business entity's place of business.		Certificate Number: 2023-969199	
LION TotalCare, Inc	1	and the second	
Dallas, TX United States		Date Filed: 01/05/2023	
Name of governmental entity or state agency that is a party to the being filed.	ne contract for which the form is	01/05/2025	
City of Killeen		Date Acknowledged:	
Provide the identification number used by the governmental ent description of the services, goods, or other property to be provided.	ity or state agency to track or identify ded under the contract.	the contract, and pro-	vide a
032620 Cleaning/Repair PPE Gear			
4			of interest
Name of Interested Party	City, State, Country (place of busine		pplicable)
Andrew, Schwartz	Dayton, OH United States	Controlling X	Intermediary
Stephen, Schwartz	Dayton, OH United States	X	
Mark, Smith	Dayton, OH United States	X	
5 Check only if there is NO Interested Party.		,	
6 UNSWORN DECLARATION			
My name is Andrew & SCHWARE	, and my date of I	birth is <u>8/5/1964</u>	<u>'</u>
Ministracia Tana Dore Ale	to A. User . 1	1172114	USA
My address is 7200 POB WE (street)	(city) (sta	(zip code)	(country)
I declare under penalty of perjury that the foregoing is true and correct	ot.		
	ty, State of, on the _	5 day of TANNAR	
Notary Public	and the same state of the same	(month)	(year)
In and For the State of Ohio	1 101		
Recorded in Clark County	frote Soleton		
My Commission Expires March 9, 2024	Signature of authorized agent of cont (Declarant)	racting business entity	



LION TOTAL CARE PPE

- 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, or when a Routine Inspection determines potential damage, and Advanced Cleaning twice annually.
- These services are required to be provided by the original manufacturer, a verified independent service provider, or a trained and certified member of the department.

- Lion First Responders PPE, Inc. is the original manufacturer of our current PPE through Sourcewell contract #032620
- □ Lion Total Care is a subsidiary of Lion First Responder PPE, Inc who is trained and certified to provide the required services.
- Lion Total Care will provide Advanced Inspections, Advanced Cleaning, and Repairs as necessary through Lion First Responder PPE, Inc. (Sourcewell contract # 032620) in an amount not to exceed \$102,511.

- Alternatives:
 - Deny the request as written; or
 - Approve request to utilize Lion Total Care for Advanced Inspection, Advanced Cleaning, and Repair of PPE

- □ Financial Impact: \$102,511
 - Budgeted expense no additional funding required

- Conforms to City Policy through Sourcewell contract #032620
 - □ Lion Total Care (Lion First Responders PPE, Inc.)

 Staff recommends that the City Manager or his designee be authorized to contract Lion Total Care in an amount not to exceed \$102,511, to inspect, clean, and repair PPE through Lion First Responders PPE, Inc., 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-23-176

Consider a memorandum/resolution authorizing the purchase of consumable medical supplies for the Fire Department, in an amount not to exceed \$426,233 for FY 2024.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: James Kubinski, Fire Chief

SUBJECT: Purchase of Medical Supplies for Fire Department Operations

BACKGROUND AND FINDINGS:

The Fire Department purchases consumable medical supplies for the emergency medical services division annually. Each year the Fire Department does a cost comparison between vendors on cooperative contracts. EMS Captains order the necessary items for the EMS crews from the vendors listed below through their respective cooperative contract. The list of items is extensive and all items are used during the treatment and transportation of patients during medical incidents.

Bound Tree Medical Buyboard Contract # 610-20 Henry Schein Buyboard Contract # 610-20

THE ALTERNATIVES CONSIDERED:

- 1. Deny the request as written; or
- 2. Approve the purchase of medical supplies from the vendors listed above through their respective cooperative contract.

Which alternative is recommended? Why?

Staff recommends approval of the request as written as these items are critical to the Fire Department's ability to provide treatment to patients during medical incidents.

CONFORMITY TO CITY POLICY:

This purchase of goods will be made through the Buyboard purchasing cooperative on contract #610-20. 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?

The FY 2024 expenditure is an amount not to exceed \$426,233.

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes, funding is available in the General Fund Fire Department account 010-7070-442.41-75.

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 that City Council authorize the purchase of medical supplies from Bound Tree Medical and Henry Schein through their respective Buyboard cooperative contracts #610-20, in an amount not to exceed \$426,233 for fiscal year 2024, 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:

Purchasing Finance Legal

Fire

ATTACHED SUPPORTING DOCUMENTS:

Contracts
Certificate of Interested Parties
Contract Verification

12/8/22, 9:06 AM Power BI Host

Menu



Board Vendor Contract Information Summary

Vendor Name Bound Tree Medical

Contact Chris Fyffe

Phone Number 8005330523

Email submitbids@boundtree.com

Website www.boundtree.com

Federal ID 31-1739487

Accepts RFQs Yes

Address Line 1 5000 Tuttle Crossing Blvd

Vendor City Dublin

Vendor Zip 43016

Vendor State OH

Vendor Country USA

Delivery Days 3

Freight Terms FOB Destination

Payment Terms Net 30 days

Shipping Terms Pre-paid and added to invoice

Ship Via Common Carrier

Is Designated Dealer No

EDGAR Forms Received Yes

Service-Disabled Veteran Owned No

Minority Owned No

Women Owned No

Is National Yes

No Excluded Foreign Terrorist Orgs Yes

No Israel Boycott Certificate Yes

Is MWBE No

Regions Served All Texas Regions

States Served All States

Contract Name First Aid, Emergency Medical, and Athletic Trainer Supplies

and Equipment

Contract # 610-20

Effective Date 06/01/2020

Expiration Date 05/31/2023

Quote Reference Number 610-20

Return Policy See Extended Exceptions for return policy

Vendor Contract Information Summary

Vendor Name Henry Schein, Inc.

Contact Joanne Viggiano

Phone Number 8008510400

Phone Extension 222-8325

Email biddept@henryschein.com

Website www.henryschein.com

Federal ID 11-3136595

Accepts RFQs Yes

Address Line 1 135 Duryea Road

Vendor City Mellville

Vendor Zip 11747

Vendor State NY

Vendor Country USA

Delivery Days 3

Freight Terms FOB Destination

Payment Terms Net 30 days

Shipping Terms Pre-paid and added to invoice

Ship Via Common Carrier

Is Designated Dealer No

EDGAR Forms Received Yes

Service-Disabled Veteran Owned No

Minority Owned No

Women Owned No

Is National Yes

No Excluded Foreign Terrorist Orgs Yes

No Israel Boycott Certificate Yes

Is MWBE No

Regions Served All Texas Regions

States Served All States

Contract Name First Aid, Emergency Medical, and Athletic Trainer Supplies

and Equipment

Contract # 610-20

Effective Date 06/01/2020

Expiration Date 05/31/2023

Quote Reference Number 610-20

Return Policy Call for RMA 800-851-0400



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.
- o 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.

Bound Tree Medical, LLC
Company Name
Christopher Fyffe
Printed Name

9/13/2023

Bound Tree Medical, LLC
Company Name
Manager, Bids and Contracts
Title

Date



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.

- o 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*.
- O 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, <u>and</u> 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.

Digitally signed by Joe Date: 2023.09.20 12:31:30 -05'00'	Henry Schein Medical
Signature	Company Name
Joe Jefferies	FSC
Printed Name	Title
9-20-2023	
Date	

CERTIFICATE OF INTERESTED PARTIES FORM 1295 OFFICE USE ONLY 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. **CERTIFICATION OF FILING** 1 Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2023-1071462 Bound Tree Medical, LLC **Dublin, OH United States** Date Filed: 2 Name of governmental entity or state agency that is a party to the contract for which the form is 09/13/2023 being filed. Date Acknowledged: 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. 704-23 **EMS Supplies** Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary 5 Check only if there is NO Interested Party. $|\mathbf{x}|$ **6 UNSWORN DECLARATION** _, and my date of birth is __12/28/1984 My name is <u>Christopher Fyffe</u> My address is 5000 Tuttle Crossing Blvd Dublin OH 43016 USA (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in ____ Franklin _County, State of OH ____, on the <u>13th_day of September</u> 20 23 (year) ted agent of contracting business entity Seclarant)

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

					1 01 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			
1	Name of business entity filing form, and the city, state and countr of business.	ry of the business entity's place	Certificate Number: 2023-1074075				
	Henry Schein Medical	2023-1	1074075				
	Friendswood, TX United States		Date F	iled:			
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	09/20/	/2023			
	being filed. City of Killeen FD		Date A	Acknowledged:			
	ony of Mileeria D		09/20/	_			
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provided.	y or state agency to track or identify ded under the contract.	the con	tract, and prov	ide a		
	704-23						
	Medical supplies and equipment						
4					f interest		
•	Name of Interested Party	City, State, Country (place of busing	ess)	(check ap			
				Controlling	Intermediary		
Ci	ity of Killeen	Killeen, TX United States			Х		
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION						
	My name is <u>Joe Jefferies</u> , and my date of birth	th is <u>April 17th 1965.</u>					
	My address is 2907 Palmer Drive	, Friendswood , Tex	as 7	7546	. USA .		
	(street)		tate)	(zip code)	(country)		
	I declare under penalty of perjury that the foregoing is true and correct.						
	Executed in <u>Galveston</u> County, State of <u>T</u>		ptember	, <u>2023</u> . (year)			
		Such 3 De	lla				
		Signature of authorized agent of con	tracting	husiness entity			
		(Declarant)	aoan ig	Dadinood Onliny			



PURCHASE OF CONSUMABLE MEDICAL SUPPLIES

2

- The Killeen Fire Department purchases consumable medical supplies for use in the delivery of Emergency Medical Services
- To conform with City policy, consumable medical supplies are purchased through a cooperative contract

- □ The Fire Department currently utilizes the following vendors:
 - Bound Tree Medical
 - Henry Schein

Buyboard # 610-20

Buyboard # 610-20

PURCHASE OF CONSUMABLE MEDICAL SUPPLIES

- Alternatives:
 - Deny the request as written; or
 - Approve the request to purchase medical supplies from Bound Tree Medical and Henry Schein through their respective cooperative contract
- Financial Impact
 - FY24 expenditure not to exceed \$426,233
 - Budgeted expense no additional funding required
- Conforms to City Policy: Buyboard Cooperative Contract #610-20

PURCHASE OF CONSUMABLE MEDICAL SUPPLIES

Staff recommends that the City Manager or his designee be authorized to execute the purchase of medical supplies from Bound Tree Medical and Henry Schein through their respective Buyboard contracts, 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-23-177

Consider a memorandum/resolution approving a Fire Apparatus Service Agreement between Siddons-Martin Emergency Group, LLC and the Killeen Fire Department, in an amount not to exceed \$200,000 for FY2024.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Jim Kubinski, Fire Chief

SUBJECT: Fire Apparatus Service Agreement between Siddons-Martin Emergency

Group, LLC and Killeen Fire Department

BACKGROUND AND FINDINGS:

The Killeen Fire Department currently operates 10 front line fire suppression units with another 4 units in reserve status. For optimal performance and reliability, each of these specialized units require periodic maintenance and preventive services by properly trained and certified Emergency Vehicle Technicians (EVT). Our 5 newest units were purchased through Siddons-Martin Emergency Group who offer a Service Agreement to provide the required periodic maintenance and preventive services for all makes and models of fire apparatus. All maintenance and services will be provided by certified EVT's which will preserve any warranties currently in place. By signing a Service Agreement, all labor rates and service fees will be "fixed" for the duration of the agreement, including automatic renewals. However, parts and materials will be subject to market pricing at the time of order. This Service Agreement will be valid for a total of three (3) years: an initial one (1) year agreement, beginning October 1, 2023, followed by two (2) automatic one-year renewals in an amount not to exceed \$200,000 for FY2024.

THE ALTERNATIVES CONSIDERED:

- 1. Deny the request as written; or
- 2. Approve the request to authorize a three (3) year Fire Apparatus Service Agreement between Siddons-Martin Emergency Group, LLC and the Killeen Fire Department

Which alternative is recommended? Why?

The second alternative is recommended to preserve current warranties, ensure work is provided by certified EVT's, and guarantee prices for Labor Rates and Service Fees over the next three (3) years. Additionally, the vendor has recently opened a new service center in the City of Killeen which will allow for virtually no additional out-of-service time or dedication of staff time moving vehicles to

and from the service center.

CONFORMITY TO CITY POLICY:

This item conforms to State and Local purchasing policies

FINANCIAL IMPACT:

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

FY 2024 will not exceed \$200,000

Future years will be based upon needs assessments and historical data

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes, funding is available in the General Fund Fire Department account 010-7070-442.42-51

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 approval of a Fire Apparatus Service Agreement beginning October 1, 2023, for a total duration of three (3) years (one year plus two automatic renewals) between Siddons-Martin Emergency Group, LLC and the Killeen Fire Department 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:

Purchasing Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Sole Source Letter

City of Killeen Page 2 Printed on 10/13/2023

Certificate of Interested Parties Contract Verification

SERVICES AGREEMENT

This Services Agreement (this "Agreement"), dated October 1, 2023 (the "Effective Date"), is by and between Siddons Martin Emergency Group, LLC a Texas Limited Liability Company, with its principal offices located at 1362 East Richey Road, Houston, Texas 77073 ("Service Provider") and Killeen Fire Department ("Customer" and together with Service Provider, the "Parties", and each a "Party").

WHEREAS, Service Provider has the capability and capacity to provide certain maintenance and repair services; and

WHEREAS, Customer desires to exclusively retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. <u>Services</u>. Service Provider shall provide to Customer the maintenance and repair services (the "Services") set out in **Exhibit A**, attached hereto and incorporated herein. Customer will exclusively use Service Provider for these services for the Term of this Agreement.

2. Customer Obligations. Customer shall:

- 2.1. Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contract Manager"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.
- 2.2. Require that the Customer Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information or approvals required by Service Provider to provide the Services and cooperate with Service Provider in its performance of Services.

3. Fees and Expenses.

- 3.1. Customer agrees that the Services performed pursuant to this Agreement will be invoiced at the rates set forth in **Exhibit A**. The rates set forth in **Exhibit A** shall remain in effect for the Term of this Agreement. Unless otherwise provided in the applicable invoice, said fees will be payable within net 30 days of receipt by the Customer of an invoice from Service Provider.
- 3.2. Unless Customer has provided Service Provider with a tax-exempt certification, Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel or real or personal property or other assets.
- 3.3. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof.

4. Limited Warranty and Limitation of Liability.

- 4.1. Service Provider warrants that it shall perform the Services:
 - (a) In accordance with the terms and subject to the conditions set out in this Agreement.
 - (b) Using personnel of required skill, experience and qualifications.
 - (c) In a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services.
- 4.2. Service Provider will provide Customer with a warranty for all Services for a period of ninety (90) days from the date of sale or services rendered. If a particular manufacturer offers a warranty beyond 90 days, Service Provider will pass on the same warranty to Customer.
- 4.3. SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN Sections 4.1 and 4.2 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

5. Term, Termination and Survival.

- 5.1. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services for a period of one (1) year (the "Term"), unless sooner terminated pursuant to Section 5.2 or Section 5.3. The Agreement will automatically renew for successive renewal terms of one (1) year (each a "Renewal Term"); however, in no event will the Agreement automatically renew beyond two (2) Renewal Terms unless agreed by both Parties in writing. The rates for the Term and each Renewal Term shall remain fixed and are set forth in Exhibit A. If the Term is renewed for any Renewal Term(s) pursuant to this section, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal.
- 5.2. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party:
 - (a) Breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.
 - (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
 - (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.
 - (d) Is dissolved or liquidated or takes any corporate action for such purpose.
 - (e) Makes a general assignment for the benefit of creditors.
 - (f) Has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
 - (g) Gives thirty 30 days notice of termination of this agreement.

- 5.3. Notwithstanding anything to the contrary in Section 5.2(a), Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due hereunder and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment.
- 6. <u>Limitation of Liability</u>. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES OR LIABILITIES ARISING FROM PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY SERVICE PROVIDER'S GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OR THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OR THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OR THE SERVICE PROVIDER IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.
- 7. <u>Entire Agreement</u>. This Agreement, including exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.
- 8. <u>Notices</u>. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 8.

Notice to Customer: Killeen Fire Department	Address:
	Attention:
Notice to Service Provider:	1362 E Richey Road Houston, Texas 77073
	Attention: Legal Department

9. <u>Audit Rights</u>. Service Provider will maintain complete and accurate records relating to the provision of the Services under this Agreement. During the Term, upon Customer's written request, Service Provider shall allow Customer or Customer's representative to inspect and make copies of such records in connection with the

provision of the Services; provided that Customer provides Service Provider with at least five (5) business days advance written notice of the planned inspection, and any such inspection shall take place during regular business hours.

- 10. <u>Severability</u>. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement is invalid, illegal or unenforceable, the remainder of this Agreement shall be unenforceable. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 11. <u>Amendments</u>. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.
- 12. <u>Waiver</u>. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 13. <u>Assignment</u>. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 13 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement.
- 14. <u>Successors and Assigns</u>. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
- 15. <u>No Third-Party Beneficiaries</u>. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 16. <u>Choice of Law</u>. This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.
- 17. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 8, a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 18. <u>Force Majeure</u>. The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake,

explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CUSTOMER

Ву	
Name:	
Title:	
Date:	•
SIDDONS MARTIN EMERGENCY GR LLC	OUP
	OUP
LLC	OUP
LLC By	OUP

Exhibit A

Chassis Maintenance Service Pricing

500 Hour / 6 Month Chassis Preventative Maintenance:

(Recommended every 500 hours or 6 months year) Includes changing engine oil, oil filter(s), fuel filter(s), air filter, crankcase (element only), def filter, air dryer service (element only), transmission fluid and filters, coolant filter, pump oil and filter, differential fluid, complete chassis lubrication—104-point visual inspection with written report and estimates for needed repairs.

Aerial Device Maintenance w/25 Hour Primary:

Includes OEM primary and 25-hour inspection, cleaning and lubricating all ladder points, minor cable adjustment, if necessary, top off hydraulic fluids, and perform drift test on all cylinders. Operate and inspect all ladder appliances. Replacement of hydraulic filters, if necessary, will be an additional cost, and an estimate will be provided to the customer before completion.

Aerial Main. w/50 Hour per OEM Aerial Main. w/50 & 400 Hour per OEM

Wheels off Brake Inspection:

(Recommend Annually) Remove wheels/tires for complete brake system evaluations. The fee will be credited should additional brake repairs be approved while disassembled.

A/C System Service & Maintenance:

(Recommend Annually) Evacuate system and weigh Freon level. Replace OEM drier(s), clean compressor screen, clean evaporator screens, vacuum test system, recharge with Freon, and perform a system leak test.

Power Steering Filter Replacement and Flush:

Drain and flush all fluids and any system contaminants. Check/Inspect all system components for leaks, bleed system, and remove and replace filter and fluid.

TAK4 Inspection & Adjustment:

(Recommend Annually) Includes inspection and checks on all TAK-4 components, including proper ride height and adjustments required.

T3 Rear Axle (All Steer) Maintenance:

Includes inspection and checks on all TAK-3 components, torque verification, and complete system lubrication of the TAK-3 components.

Annual Pump Testing:

(Recommend Annually) Perform annual certification pump testing with a written report.

Husky/CAFS Service:

(Recommend Annually) Includes removal and replacement of all filters, drain and refill fluids. Operate and inspect all system operations upon service completion.

Husky Foam System:

(Recommend Annually) Remove and replace all fluids, filter, and clean in-line foam strainer(s). Operate and inspect all system operations upon service completion.

Price: \$3.270.83

Price: \$2,906.73

Price: \$4,241.77

Price: \$5,455.43

Price: \$515.81

Price: \$1.086.23

Price: \$722.13

Price: \$576.49

Price: \$1,814.43

Price: \$515.81

Price: \$1,539.15

Price: \$606.83

Hydraulic Generator Maintenance:

(Recommend Annually) Remove and replace filter and fluids, check all system operations, and perform system adjustments if necessary (Mounted generators may require additional parts & labor charges.

Price: \$910.25

Price: \$1590.55

Price: \$3270.83

Price: \$925.05

Price: \$515.81

Price: \$515.81

Annual Aerial Testing:

(Recommend Annually) Quote/Estimate Based Upon Pricing from Testing Agency.

Wildland and Brush Truck/Chassis Maintenance Service Pricing

Light-Duty (Type 5,6,7) Chassis Preventative Maintenance:

Recommended every (Gas - 5,000 miles, Diesel - 7,500 miles) /250 hours, 6-months, or when maintenance indicator shows due. (whichever occurs first). Includes changing engine oil, oil filter, fuel filter/s, air filter, cabin air filter/s, chassis lubrication, and multi-point inspection and operations test of chassis and rear pump unit.

Medium-duty (Type 3,4) Chassis Preventative Maintenance:

Recommended every 500hr / 6 months - Includes changing engine oil, oil filter(s), fuel filter(s), air filter, crank case (element only), def filter, air dryer service (element only), transmission fluid and filters, coolant filter as needed, pump oil and filter (in-frame only), differential fluid inspection, complete chassis lubrication, multipoint visual inspection, operations test of chassis and rear pump unit, with written report and estimates for needed repairs.

Auxiliary Pump Preventative Maintenance:

Recommended Every 150 hours or yearly. Includes replacing engine oil, oil filter, fuel filter/s, air filter, pump oil and spark plugs (if applicable). Clean spark arrestor. Check and top off coolant fluid level, visual inspection, operations test with written report and estimate of any needed repairs.

Wheels off Brake Inspection (Medium Duty only):

Remove wheels/tires for complete brake system evaluations. Fee will be credited should additional brake repairs be approved while disassembled.

Annual Pump Test (for 250 GPM @ 150 PSI or higher)

Perform annual certification pump testing with written report

All pricing above reflects in shop pricing only

Lodging will be billed for overnight stays based on average area rates

Prices above include parts and labor but exclude shop supplies and/or disposal fees

LABOR RATE

Labor is calculated on an hourly rate per job and broken down by individual labor operations. Labor rates are the same regardless of make, model or manufacturer of apparatus. Normal business hours are 7:30 a.m. to 4:30 p.m.

In-Shop Labor Rate: \$191.15 Field Service Labor Rate: \$203.29 After Hours Labor Rate: \$203.29

TRAVEL RATE

All work for above pricing is to be performed at a Siddons-Martin service center. Travel to and from customer location per customer request will be charged at \$206.32 per round trip.

PARTS

Parts will be charged to Customer at Service Provider cost times 1.67. This cost factor remains the same regardless of origin of the part. Shipping, freight and or any expediting fees will be billed as an additional charge and indicated on invoices as such.

Service Provider strives to use our volume purchasing to reduce costs of commonly acquired parts, supplies and miscellaneous items used in the repair of apparatus. Any discounts received are used to determine the cost to be charged to the Customer.

LOCATION(S) THAT SERVICES AND REPAIRS WILL BE PERFORMED.

Any repairs able to be completed at the customers location will be done so upon customer request. Any repair or service that requires more space, time, or specialized equipment will be performed at the **Killeen** Service Center. Additionally, we employ multiple field service technicians in the area that are available to respond to road service calls.

Note: Any heavy engine, transmission, driveline and body work must be performed in a shop.

SCHEDULING/RESPONSE TIME

Siddons-Martin will work with the customer to schedule each apparatus for 500-hour/6-Month and annual maintenance, including needed pump testing and ladder certification, and other repairs as required. The dates and times of such service will be agreed to by Siddons-Martin and Customer per apparatus.

If an apparatus is out of service and in need of repair, the Customer will contact the assigned account contact or the service manager for the **Killeen** Service Center and a coordination of providing diagnosis, evaluation and repairs will be scheduled as soon as possible. If after normal business hours, please contact the emergency phone number.

For immediate or emergency repairs during normal circumstances, Siddons-Martin will dispatch, upon notice from the customer, a field technician to evaluate and diagnose any issues within 2 hours and a field technician will be on-site within 4 hours from the time Siddons-Martin is notified. Field technicians are available for emergency response 24 hours a day.

Siddons-Martin will provide an estimate for repair costs within 24 hours of diagnostic and evaluation submittal.

Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY . ISO 9001 CERTIFIED

2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000
www.piercemfg.com



September 1, 2022

To whom it may concern:

Since 1917, Pierce Manufacturing Inc. ("Pierce") has provided the finest fire apparatus in the industry. The Oshkosh Airport products follows in those footsteps. The quality of our products and services are our number one priority. We demonstrate this through the personalized level of sales, service, and warranty our established dealer network provides throughout the country.

Siddons-Martin Emergency Group is the exclusive dealer for the sale, service, parts, and warranty of custom and commercial fire apparatus manufactured by Pierce in the states of Louisiana, New Mexico and Texas and recently acquired Utah and Nevada. They also are the exclusive dealer for the sale and service of Oshkosh Airport Products in the states of Texas, New Mexico, Louisiana, Oklahoma, Arizona, and southern Nevada. They are extremely qualified to provide you with the support you have come to expect from Pierce and Oshkosh family with several service & warranty facilities located throughout their territory.



Protecting the Southwest

Please consider this effective for the year January 1, 2022 thru December 31, 2023. Any additional questions can be directed to Siddons-Martin Emergency directly at toll free 800-784-6806.

Sincerely,

Kristina Spang

Vice President, Aftermarket Product and Support

Pierce Manufacturing Inc.

KresinoSpang

An Oshkosh Corporation Company * ISO Certified



Our service centers are fully equipped to handle all your fire department emergency apparatus service and repair needs including all makes and models of all fire and EMS apparatus.

Our technicians are Pierce trained, as well as EVT and ASE certified. They receive factory training by most major component manufacturers such as Hale, Waterous, Akron, Harrison, and Hendrickson, as well as many others. Siddons-Martin has a training center where SMEG technicians continue to receive training on apparatus year around.

Our facilities are stocked with the latest tools, specialty equipment and an inventory of over \$4,000,000 in specialty truck parts. The service centers feature state of the art equipment including wheel lift systems and pump testing pits at most locations.

We have mobile pump testing trailers and PM trailers available in Texas, New Mexico, Utah, Nevada, and Louisiana to handle your repair and service needs at your station or on the road in an emergency.



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, <u>and</u> 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.

V Solm (Siddons Martin Emergency Group, LLC
Signature)	Company Name
Kathryn Williams	Vice President & General Counsel
Printed Name	Title
1/11/2023	
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							
 Name of business entity filing form, and the city, state and country of the business entity's place of business. Siddons Martin Emergency Group, LLC Houston, TX United States 					Certificate Number: 2023-971310 Date Filed:				
being filed.					01/11/2023 Date Acknowledged:				
3	Provide the identification number used by the governme description of the services, goods, or other property to Service Agreement Aerial, Pumper, Rescue Maintenance			the con	tract, and pro	ovide a			
4	Name of Interested Party	City, State, Country	(place of busine	- `- ⊢-		of interest pplicable) Intermediary			
Si	ddons Martin Holding, Inc.	Houston, TX Unite	ed States		X				
				_					
5	Check only if there is NO Interested Party.								
6	unsworn declaration My name is Kathryn Williams	,	and my date of b	oirth is _	05/03/1984	1			
	My address is 1362 E. Richey Rd	Houston	, TX		7073	USA			
	(street)	(city)	(sta	ate)	(zip code)	(country)			
	I declare under penalty of perjury that the foregoing is true a Executed in Harris	and correct. County, State of Texas	, on the _	11th _{da}	y of Januar				
		(Solme	· .		,				
		Signature of authori	zed agent of conti (Declarant)	acting b	ousiness entity	•			

FIRE APPARATUS MAINTENANCE & SERVICE AGREEMENT

- Background
 - The Killeen Fire Department currently operates 10 front line fire apparatus with another 4 units in reserve.
 - Each unit requires maintenance and service provided by a certified Emergency Vehicle Technician (EVT)
 - Siddons-Martin Emergency Group, LLC was our vendor for our 5 new apparatus, offers a Service Agreement for all makes and models, and provides services by certified Emergency Vehicle Technicians (EVT's)

- 3
- Background
 - A Service Agreement will guarantee labor rates and service fees through the 3-year duration of the agreement, (one year initially, followed by two automatic renewals). The expenditure for FY 2024 will amount not exceed \$200,000.
 - A pilot program was implemented in the second half of FY23 which was beneficial to city fleet and fire department staff.
 - Increased availability of mechanics for other city fleet vehicles
 - Trained EVT's working on fire apparatus were able to discover other significant issues

□ Alternatives Considered:

Deny the request for a Service Agreement as written; or

■ Approve a 3-year (one year initially, followed by two automatic renewals) Fire Apparatus Service Agreement between Siddons-Martin Emergency Group, LLC and the Killeen Fire Department beginning October 1, 2023 for an amount not to exceed \$200,000 in FY 2024.

- □ Financial Impact
 - FY 2024 expenditure will not exceed \$200,000

- Budgeted expense, no additional funding required
 - General Fund Fire Department
 - Account 010-7070-442.42-51

Conforms to State and local purchasing policies

- Staff recommends the approval of a 3-year Fire Apparatus Service Agreement between Siddons-Martin Emergency Group, LLC and the Killeen Fire Department beginning October 1, 2023, 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.
 - The vendor is local to the City of Killeen with a brand-new regional service center that opened on September 1, 2023.



City of Killeen

Staff Report

File Number: RS-23-178

Consider a memorandum/resolution approving the purchase/repairs of portable and mobile radios from Dailey & Wells Communications Inc., in an amount not to exceed \$353,301.51 for FY 2024.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Judith Tangalin, Executive Director of Finance

SUBJECT: Purchase of Radios

BACKGROUND AND FINDINGS:

The Killeen Fire Department has created a plan to replace 20% of their radio equipment inventory annually, to include current inventory of portable handheld radios and mobile vehicle radios. The average expected lifespan of a radio is 5 to 7 years, with approximately 40% of current inventory being over 5 years old. The associated quotes will allow for the purchase of thirteen (13) portable radios for ambulances (model XL-200P), two (2) multiband mobile radios for ambulances (model XL-200P), seven (7) portable handheld radios with additional batteries for Fire Operations personnel (model XL-400P), and two (2) portable radios for the Emergency Management Division within the Fire Department (model XL-200P) which are readily available through Dailey & Wells Communications Inc. H-GAC (Houston-Galveston Area Council) purchasing cooperative contract #H-GAC RA05-21.

The Killeen Police Department is on a 10-year replacement program for portable handheld radios replacing 10% of their non-supported models annually. The associated quote will allow for the purchase of thirty (30) portable radios (model X-185) through Dailey & Wells Communications Inc.

Three (3) portable radios (model XL-45) will be purchased and one will be placed in a Utility Collections truck and the other two will be placed in Transportation trucks that will be ordered for FY 2024 from Dailey & Wells Communication Inc.

In addition to the replacement of radios annually both the Fire and Police Department incur radio repair expenses to their current in-use radio inventory. On average the Fire Department spends \$30,000 - \$50,000 on repairs annually and the Police Department spends \$4,000 - \$5,000 annually.

THE ALTERNATIVES CONSIDERED:

1. Do not purchase the radios and repairs discussed within this memorandum and continue the use of equipment that is nearing the end of its current usable life.

2. Purchase the radios and repairs discussed within this memorandum from Dailey & Wells Communication Inc. in an amount not to exceed \$353,301.51 for FY 2024.

Which alternative is recommended? Why?

To purchase the portable and mobile radios and repairs from Dailey & Wells Communication is recommended for the most efficient use of City resources and the best option for purchasing the quantity and sizes needed to meet departmental safety guidelines.

CONFORMITY TO CITY POLICY:

The City of Killeen is a member of the H-GAC purchasing cooperative. The purchase of radios and radio repairs will be made through the H-GAC purchasing cooperative on contract # H-GAC RA05-21. Purchases made through a cooperative contract satisfy the state competitive bidding requirements as stated in the Texas Local Government Code section 271.102, subchapter F; a local government that purchases goods or services under this chapter satisfies any state law requiring the local government to see competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

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

The estimated expenditures for FY 2024 is as follows:

Killeen Fire Department Portable Radios: \$170,834.66 Mobile Radios: \$18,614.44 Repairs: \$49,999.99

Killeen Police Department Portable Radios: \$102,135.96

Repairs: \$4,500

Utility Collections

Portable Radio: \$2,469.62

Transportation:

Portable Radios: \$4,746.84

Total: \$353,301.51

Future purchases will be assessed annually based upon specific needs and funding availability.

Is this a one-time or recurring expenditure?

Recurring expenditure

Is this expenditure budgeted?

Yes, funds are available in the following capital, minor, repair and CIP accounts:

Department Account Description Budget Amount
Fire 010-7070-442.61-35 Capital Outlay \$180,000
Fire 010-7075-442.61-35 Capital Outlay \$11,000

Fire 010-7070-442.42-33 Repair and Maintenance \$49,999

Police 010-6050-441.46-35 Minor Capital \$97,136

 Police
 010-6050-441.42-33
 Repair and Maintenance
 \$9,500

 PW Transportation
 349-8934-493.61-10
 Automotive
 \$4,746.84

 Utility Collections
 387-8934-493.61-10
 Automotive
 \$2,469.62

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 that the City Council authorize the purchase of portable & mobile radios, parts and repairs from Dailey & Wells Communications through the HGAC Cooperative Contract # H-GAC RA05-21 in an amount not to exceed \$353,301.51 for FY 2024.

DEPARTMENTAL CLEARANCES:

Fire Department Police Department Legal

ATTACHED SUPPORTING DOCUMENTS:

Quotes
Contract
Certificate of Interested Parties
Contract Verification Form

Dailey & Wells Communications Inc.

3440 E. Houston St. San Antonio, TX 78219



Bill To: SHIP TO:

City of Killeen Fire Dept

Customer PO:

City of Killeen Fire Dept

101 N. College St 201 N. 28th

Killeen, TX 76541 Purchase Contract: H-GAC RA05-21 Killeen, TX 76541

ATTN: Accts. Payable ATTN: M Shane Jones

PH: 254-501-7667 Shipping Charges Included

EMAIL: Kbell@killeentexas.gov

Sales Person: Quotation: XL-200M-Dual-092023

Larry Sayles Quote Number: XL-200M-Dual-092023

 larry@dwcomm.com
 Terms: Net 30

 (888) 311-7595 Mobile
 Date: 9/20/2023

Valid Until: 60 days from above date

XL-200M- Multiband Mobile- BeOn Full Featured - Dual Control

Item	Part Number	Description	Qnty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XZ-MPM1M	MOBILE, XL-200M, MULTIBAND	2	\$ 3,815.00	26%	\$ 2,823.10	\$ 5,646.20
2	XZ-PL4J	FEATURE, VHF BAND	2	\$ 550.00	26%	\$ 407.00	\$ 814.00
3	XZ-PL4K	FEATURE, UHF BAND	2	\$ 550.00	26%	\$ 407.00	\$ 814.00
4	XZ-PL4L	FEATURE, 700/800 MHZ BAND	2	\$ 550.00	26%	\$ 407.00	\$ 814.00
5	XZ-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	2	\$ 80.00	26%	\$ 59.20	\$ 118.40
6	XZ-AN7G	ANTENNA, FLEX,HEAVY-DUTY	2	\$ 250.00	26%	\$ 185.00	\$ 370.00
7	XZ-PKGPT	FEATURE PACKAGE, P25 TRUNKING	2	\$ 1,600.00	26%	\$ 1,184.00	\$ 2,368.00
8	XZ-PL4U	FEATURE,XL200M SINGLE-KEY DES ENCRYPTION	2	\$ 0.01	0%	\$ 0.01	\$ 0.02
9	XZ-PL9E	FEATURE,XL200M SINGLE-KEY AES ENCRYPTION	2	\$ 0.01	0%	\$ 0.01	\$ 0.02
10	XZ-PL4F	FEATURE, PHASE 2 TDMA	2	\$ 250.00	26%	\$ 185.00	\$ 370.00
11	BM-PKGCL-XL	APP, BEON XL RADIO FAMILY	2	\$ 365.00	26%	\$ 270.10	\$ 540.20
12	XZ-CP6A	CONTROL UNIT, XL-CH	4	\$ 1,650.00	26%	\$ 1,221.00	\$ 4,884.00
13	XZ-MC6A	MICROPHONE, XL, STANDARD MOBILE	4	\$ 105.00	26%	\$ 77.70	\$ 310.80
14	XZ-LS6A	SPEAKER, EXTERNAL, MOBILE	4	\$ 60.00	26%	\$ 44.40	\$ 177.60
15	XZ-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	4	\$ 120.00	26%	\$ 88.80	\$ 355.20
16	XZ-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	2	\$ 495.00	26%	\$ 366.30	\$ 732.60
17	XZ-MA4C	BRACKET, MOUNTING, XL CONTROL HEAD	2	\$ 68.00	26%	\$ 50.32	\$ 100.64
18	XZ-CA6D	CABLE, POWER, XL-CH	2	\$ 87.00	26%	\$ 64.38	\$ 128.76

19		Shipping and Handling					\$ 70.	.00
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EXTENDED TOTAL \$

18,614.44

Purchase Orders to be issued to:

Dailey & Wells Communcations Inc

3440 E. Houston St.

San Antonio, TX 78219

Purchase orders must include the following references:

*Quotation Name

*Contract Number and/or name

* Frequencies must be supplied (if applicable)

*Requested delivery date

*Shipping will default to Bestway, 5 day ground, unless other wise specified

*Bill and Ship to address must be included

*Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable.

*Non standard packing will be billed to customer

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

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

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

Dailey & Wells Communications Inc.

3440 E. Houston St. San Antonio, TX 78219



Bill To: SHIP TO:

City of Killeen Fire Dept

Customer PO:

City of Killeen Fire Dept

101 N. College St 201 N. 28th

Killeen, TX 76541 Purchase Contract: H-GAC RA05-21 Killeen, TX 76541

ATTN: Accts. Payable ATTN: M Shane Jones

PH: 254-501-7667 Shipping charges included

EMAIL: Kbell@killeentexas.gov

Sales Person: Quotation: XL-200-BeOn-092023

Larry Sayles Quote Number: XL-200P-BeOn-092023

 larry@dwcomm.com
 Terms: Net 30

 (888) 311-7595 Mobile
 Date: 9/20/2023

Valid Until: 60 Day from the above date.

XL-200P Portable, BeOn, V-U-7-8, P25 Trunking, C1D2, Hi Vis Grn, Immersible

Item	Part Number	Description	Qnty.	Unit List	Disc. %	Unit Sale	E	Ext Sale
1	XL-PPM2P	PORTABLE,XL-200P,PART,PGRN,NRB	13	\$ 2,945.00	26%	\$ 2,179.30	\$	28,330.90
2	XL-PKGF1	FEATURE PACKAGE,ALL BANDS,V+U+7/800	13	\$ 1,600.00	26%	\$ 1,184.00	\$	15,392.00
3	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	13	\$ 110.00	26%	\$ 81.40	\$	1,058.20
4	XL-PKGMR	OPTION,IMMERSIBLE RADIO OPERATION	13	\$ 250.00	26%	\$ 185.00	\$	2,405.00
5	XL-PA4L	BATT,LI-ION,4800,HI-CAP,HAZLOC RADIO,C1	13	\$ 260.00	26%	\$ 192.40	\$	2,501.20
6	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	13	\$ 1,600.00	26%	\$ 1,184.00	\$	15,392.00
7	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	13	\$ 250.00	26%	\$ 185.00	\$	2,405.00
8	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	13	\$ 0.01	0%	\$ 0.01	\$	0.13
9	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	13	\$ 0.01	0%	\$ 0.01	\$	0.13
10	XL-PL8Y	FEATURE, ENCRYPTION LITE	13	\$ 0.01	0%	\$ 0.01	\$	0.13
11	BM-PKGCL-XL	APP, BEON XL RADIO FAMILY	13	\$ 360.00	26%	\$ 266.40	\$	3,463.20
12	XL-CH6A	CHARGER,1-BAY	13	\$ 295.00	26%	\$ 218.30	\$	2,837.90
13	XL-PA4M	BATTERY,LI-ION,HI-CAPACITY,4800MAH,C1D2 (SPARE)	13	\$ 205.00	26%	\$ 151.70	\$	1,972.10
14	XL-HC3L	BELT CLIP,METAL	13	\$ 30.00	26%	\$ 22.20	\$	288.60
15	XL-AE3H	SPKR MIC, XL XTRM, XL200P, GRN	13	\$ 750.00	26%	\$ 555.00	\$	7,215.00
	-	Shipping and Handling					\$	250.00

Shipping and Handling

SUB TOTAL \$ 83,261.49

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

Purchase orders must include the following references:

- *Quotation Name
- *Contract Number and/or name
- * Frequencies must be supplied (if applicable)
- *Requested delivery date
- *Shipping will default to Bestway, 5 day ground, unless other wise specified
- *Bill and Ship to address must be included
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- *Non standard packing will be billed to customer
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Dailey & Wells Communications Inc.

3440 E. Houston St. San Antonio, TX 78219



SHIP TO: Bill To:

Customer PO: City of Killeen Fire Dept City of Killeen Fire Dept

201 N. 28th

Purchase Contract: H-GAC RA05-21 Killeen, TX 76541 Killeen, TX 76541 ATTN: Accts. Payable

ATTN: Shane Jones

PH: 254-501-7667 EMAIL: Kbell@killeentexas.gov

101 N. College St

Sales Person: Quotation: XL-400P-RevA-092023 Larry Sayles Quote Number: XL-400P-RevA-092023

larry@dwcomm.com Terms: Net 30 days (888) 311-7595 Mobile Date: 9/20/2023

Valid Until: 60 days from above date

XL-400P- 136-870 MHz-P25 Phase I and II- Single Key DES/AES Encryption-C1D2-Immersion

Item	Part Number	Description	Qnty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XF-PFM1P	PORTABLE,XL-400P,XTRMKP,PGRN	7	\$ 8,940.00	26.00%	\$ 6,615.60	\$ 46,309.20
2	XF-FW2X	OPERATION,LOAD NIFOG PERSONALITY	7	\$ 0.01	0.00%	\$ 0.01	\$ 0.07
3	XF-PL4F	FEATURE,P25 PHASE 2 TDMA	7	\$ 250.00	26.00%	\$ 185.00	\$ 1,295.00
4	XF-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	7	\$ 0.01	0.00%	\$ 0.01	\$ 0.07
5	XF-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	7	\$ 0.01	0.00%	\$ 0.01	\$ 0.07
6	XF-PKGPT	FEATURE PACKAGE,P25 TRUNKING	7	\$ 1,600.00	26.00%	\$ 1,184.00	\$ 8,288.00
7	XF-PKGF1	FEATURE PACKAGE,ALL BANDS,V+U+7/800	7	\$ 1,600.00	26.00%	\$ 1,184.00	\$ 8,288.00
8	BM-PKGCL-XL	APP, BEON XL RADIO FAMILY	7	\$ 365.00	26.00%	\$ 270.10	\$ 1,890.70
9	XF-PA4N	BATTERY, LI-ION, XTRM	14	\$ 260.00	26.00%	\$ 192.40	\$ 2,693.60
10	XF-AN9F	ANTENNA,FLEX,HELICAL,XTRM,136-870 MHZ	7	\$ 125.00	26.00%	\$ 92.50	\$ 647.50
11	XF-AE3H	SPKR MIC, XL XTRM, HAZ ZONE W/UDC, GRN	7	\$ 750.00	26.00%	\$ 555.00	\$ 3,885.00
12	XF-HC3L	BELT CLIP,METAL	7	\$ 30.00	26.00%	\$ 22.20	\$ 155.40
13	XF-CH6A	CHARGER,1-BAY, XTRM	7	\$ 295.00	26.00%	\$ 218.30	\$ 1,528.10
14	XF-Y3EWP	SERVICE ASSIST, EXT WARRANTY 3YR, XL400P	7	\$ 200.00	0.00%	\$ 200.00	\$ 1.400.00

Sub Total \$ 76,380.71 Shipping | \$ 200.00 **EXTENDED TOTAL** \$ 76,580.71

Purchase Orders to be issued to: Dailey & Wells Communications Inc

3440 E. Houston St. San Antonio TX 78219

Purchase orders must include the following references:

^{*}Quotation Name

^{*}Contract Number and/or name

^{*} Frequencies must be supplied (if applicable)

^{*}Requested delivery date

^{*}Shipping will default to Bestway, 5 day ground, unless other wise specified

^{*}Bill and Ship to address must be included

^{*}Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable.

^{*}Non standard packing will be billed to customer

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Dailey & Wells Communications Inc.

3440 E. Houston St. San Antonio, TX 78219



Bill To: SHIP TO:

City of Killeen Fire Dept

Customer PO: Banket PO for FY2024-2025

City of Killeen Fire Dept

101 N. College St 201 N. 28th

Killeen, TX 76541 Purchase Contract: H/GAC- RA05-21 Killeen, TX 76541

ATTN: Accts. Payable ATTN: M Shane Jones

PH: 254-501-7667

EMAIL: Kbell@killeentexas.gov

Sales Person: Quotation: KFD-Parts and Repairs-092023

Larry Sayles Quote Number: KFD-Parts and Repairs-092023

 larry@dwcomm.com
 Terms: Net 30

 (888) 311-7595 Mobile
 Date: 9/20/2023

Valid Until: 60 Day from the above date.

Parts/Accessories and Repairs for FY 2024-2025

Item	Part Number	Description	Qnty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	DWC-SERV	Service Repairs Estimate for FY 2024-2025	1	\$ 20,000.00	0%	\$ 20,000.00	\$ 20,000.00
2	DWC-PARTS	Service Parts Estimates for FY 2024-2025	1	\$ 29,999.00	0%	\$ 29,999.00	\$ 29,999.00
	-			-		TOTAL	\$ 49.999.00

NOTE:

Purchase Orders to be issued to:

Dailey & Wells Communcations Inc

3440 E. Houston St.

San Antonio, TX 78219

Purchase orders must include the following references:

^{*}Quotation Name

^{*}Contract Number and/or name

^{*} Frequencies must be supplied (if applicable)

^{*}Requested delivery date

^{*}Shipping will default to Bestway, 5 day ground, unless other wise specified

^{*}Bill and Ship to address must be included

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

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

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

^{*}Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable.

^{*}Non standard packing will be billed to customer

Dailey & Wells Communications Inc.

3440 E. Houston St. San Antonio, TX 78219



Bill To: SHIP TO:

City of Killeen Fire Dept

Customer PO:

City of Killeen Fire Dept

101 N. College St 201 N. 28th

Killeen, TX 76541 Purchase Contract: H-GAC RA05-21 Killeen, TX 76541

ATTN: Accts. Payable ATTN: M Shane Jones

PH: 254-501-7667 Shipping charges included

EMAIL: Kbell@killeentexas.gov

Sales Person: Quotation: XL-200-BeOn-Perez-092023

Larry Sayles Quote Number: XL-200P-BeOn-Perez-092023

 larry@dwcomm.com
 Terms: Net 30

 (888) 311-7595 Mobile
 Date: 9/20/2023

Valid Until: 60 Days from the above date.

XL-200P Portable, BeOn, V-U-7-8, P25 Trunking, C1D2, Hi Vis Grn, Immersible

Item	Part Number	Description	Qnty.	Unit List	Disc. %	Unit Sale	E	xt Sale
1	XL-PPM1P	PORTABLE,XL-200P,PART,PGRN,US	2	\$ 2,945.00	26%	\$ 2,179.30	\$	4,358.60
2	XL-PKGF1	FEATURE PACKAGE,ALL BANDS,V+U+7/800	2	\$ 1,600.00	26%	\$ 1,184.00	\$	2,368.00
3	XL-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	2	\$ 110.00	26%	\$ 81.40	\$	162.80
4	XL-PKGMR	OPTION,IMMERSIBLE RADIO OPERATION	2	\$ 250.00	26%	\$ 185.00	\$	370.00
5	XL-PA4L	BATT,LI-ION,4800,HI-CAP,HAZLOC RADIO,C1	2	\$ 260.00	26%	\$ 192.40	\$	384.80
6	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	2	\$ 1,600.00	26%	\$ 1,184.00	\$	2,368.00
7	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	2	\$ 250.00	26%	\$ 185.00	\$	370.00
8	XL-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	2	\$ 0.01	0%	\$ 0.01	\$	0.02
9	XL-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	2	\$ 0.01	0%	\$ 0.01	\$	0.02
10	XL-PL8Y	FEATURE, ENCRYPTION LITE	2	\$ 0.01	0%	\$ 0.01	\$	0.02
11	BM-PKGCL-XL	APP, BEON XL RADIO FAMILY	2	\$ 365.00	26%	\$ 270.10	\$	540.20
	•	Shipping and Handling					\$	70.00

nipping and Handling \$ 70.00 SUB TOTAL \$ 10,992.46

Purchase Orders to be issued to: Dailey & Wells Communications Inc 3440 E. Houston St. San Antonio, TX 78219 Purchase orders must include the following references:

- *Quotation Name
- *Contract Number and/or name
- * Frequencies must be supplied (if applicable)
- *Requested delivery date
- *Shipping will default to Bestway, 5 day ground, unless other wise specified
- *Bill and Ship to address must be included
- *Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable.
- *Non standard packing will be billed to customer
- *This document contains confidential, proprietary, and competitive sensitive information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this quote. Disclosure, reproduction, or use of any part thereof shall not be made without prior written approval from Dailey & Wells Communications.
- *These items/technical data are controlled by the United States government and shall not be exported from the United States nor shared with a Foreign National without prior approval from the United States government. Delivery is dependent upon receipt of an export license, where applicable.
- *TOTAL PRICE excludes installation, programming, taxes (if applicable), and shipping (if applicable) unless i) items are itemized herein, ii) otherwise agreed to by both parties in writing, or iii) the quote is issued under an existing contract noted on quote and purchase order.

Dailey & Wells Communications Inc.

3440 E. Houston St. San Antonio, TX 78219



Bill To: SHIP TO:

Customer PO: City of Killeen Police Dept City of Killeen

3304 Community Blvd PO Box 1329

Purchase Contract: H-GAC RA05-21 Killeen, Texas, 76540-1329 Killeen, TX 76542 ATTN: Accounts Payable ATTN: Tony Mc Daniel

PH: 254-501-7721

EMAIL: GConway@killeentexas.gov

Sales Person: Quotation: XL-185P-091923 Larry Sayles Quote Number: XL-185P-091923 larry@dwcomm.com Terms: Net 30 days

(888) 311-7595 Mobile Date: 9/19/2023

Valid Until: 45 days from above date

XL-185P Portable -700/800 MHz - P25 Phase 1 & 2 Trunking -Single Key AES/DES Encryption

Item	Part Number	Description	Qnty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XS-PFS1M-NA	PORTABLE,XL-185P,7/8,FKP,BLK,US,NA	30	\$ 2,455.00	26%	\$ 1,816.70	\$ 54,501.00
2	XS-PL4L	FEATURE, SINGLE BAND 7/800	30	\$ 0.01	0%	\$ 0.01	\$ 0.30
3	XS-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	30	\$ 40.00	26%	\$ 29.60	\$ 888.00
4	XS-PKGPT	FEATURE PACKAGE,P25 TRUNKING	30	\$ 1,600.00	26%	\$ 1,184.00	\$ 35,520.00
5	XS-PL4F	FEATURE,P25 PHASE 2 TDMA	30	\$ 250.00	26%	\$ 185.00	\$ 5,550.00
6	XS-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	30	\$ 0.01	0%	\$ 0.01	\$ 0.30
7	XS-PL4U	FEATURE, SINGLE-KEY DES ENCRYPTION	30	\$ 0.01	0%	\$ 0.01	\$ 0.30
8	XS-PA4K	BATTERY,LI-ION,HI-CAPACITY,4800MAH	60	\$ 150.00	26%	\$ 111.00	\$ 6,660.00
9	XS-AE4B	SPEAKER MICROPHONE,EMER BUTTON	30	\$ 225.00	26%	\$ 166.50	\$ 4,995.00
10	XS-HC6Y	CASE,LEATHER,2.5IN BELT LOOP,D-SWIVEL,HC	30	\$ 65.00	26%	\$ 48.10	\$ 1,443.00
11	XS-CH6A	CHARGER,1-BAY	30	\$ 295.00	26%	\$ 218.30	\$ 6,549.00
12	XS-HC3L	BELT CLIP,METAL	30	\$ 30.00	26%	\$ 22.20	\$ 666.00
13		Sub Total					\$ 116,772.90

Shipping and Handling

Trade-In on XG-75P

Total \$ 102,135.96

Notes:

Purchase Orders to be issued to: Dailey & Wells Communcations Inc

3440 E. Houston St. San Antonio, TX 78219

Purchase orders must include the following references:

- *Quotation Name
- *Contract Number and/or name
- * Frequencies must be supplied (if applicable)
- *Requested delivery date
- *Shipping will default to Bestway, 5 day ground, unless other wise specified
- *Bill and Ship to address must be included
- *Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable.
- *Non standard packing will be billed to customer

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

Dailey & Wells Communications Inc.

3440 E. Houston St. San Antonio, TX 78219



Bill To: SHIP TO:

City of Killeen-Fleet Services Customer PO: City of Killeen-Fleet Services

PO Box 1329 2003 Little Nolan Rd

Killeen, TX 76540-1329 Purchase Contract: H-GAC RA05-21 Killeen, TX 76542

ATTN: Accts. Payable ATTN: Frank Tydlacka

PH: EMAIL:

Sales Person: Quotation: XL45P-091323

Larry Sayles

Quote Number: XL-45P-091323

larry@dwcomm.com

Terms: Net 30

(888) 311-7595 Mobile Date: 9/13/2023

Valid Until: 60 Days from the above date.

XL-45 Portable - 700/800 MHz -P25 Phase 1 & 2 Trunking -Single Key AES/DES Encryption

Item	Part Number	Description	Qnty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XK-PF78B	PORTABLE,XL-45P,7/800MHZ,GRAY	1	\$ 2,200.00	26%	\$ 1,628.00	\$ 1,628.00
2	XK-NC8F	ANTENNA,764-870 MHZ,1/4 WAVE,WHIP	1	\$ 40.00	26%	\$ 29.60	\$ 29.60
3	XK-PL4F	FEATURE,P25 PHASE 2 TDMA	1	\$ 250.00	26%	\$ 185.00	\$ 185.00
4	XK-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	1	\$ 0.01	0%	\$ 0.01	\$ 0.01
5	XK-PL4U	Feature, Single-Key DES Encryption	1	\$ 0.01	0%	\$ 0.01	\$ 0.01
6	XK-PA4V	BATTERY, LI-ION,3100 MAH, ALT	2	\$ 135.00	26%	\$ 99.90	\$ 199.80
7	XK-CH5X	CHARGER,1-BAY,TRI-CHEMISTRY	1	\$ 150.00	26%	\$ 111.00	\$ 111.00
8	XK-CH6J	VEHICULAR CHARGER, XL CONNECT	1	\$ 250.00	26%	\$ 185.00	\$ 185.00
9	XK-HC2C	CASE,LEATHER,W/BELT LOOP,XL-45	1	\$ 130.00	26%	\$ 96.20	\$ 96.20
	-	Shipping and Handling					\$ 35.00
			•			SUB TOTAL	\$ 2.469.62

Notes:

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

Purchase orders must include the following references:

- *Quotation Name
- *Contract Number and/or name
- * Frequencies must be supplied (if applicable)
- *Requested delivery date
- *Shipping will default to Bestway, 5 day ground, unless other wise specified
- *Bill and Ship to address must be included
- *Special shipping/delivery instructions (ex. Delivery lift gate required) must be noted if applicable.
- *Non standard packing will be billed to customer
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- *TOTAL PRICE excludes installation, programming, taxes (if applicable), and shipping (if applicable) unless i) items are itemized herein, ii) otherwise agreed to by both parties in writing, or iii) the quote is issued under an existing contract noted on quote and purchase order.

Dailey & Wells Communications Inc.

3440 E. Houston St. San Antonio, TX 78219



Bill To: SHIP TO:

Customer PO: City of Killeen Transportation City of Killeen Transportation Dept.

PO Box 1329 2003 Little Nolan Rd **Purchase Contract: H-GAC RA05-21** Killeen, TX 76540-1329 Killeen, TX 76542

ATTN: Accts. Payable ATTN: Lorianne Luciano

PH: 254-501-7729

EMAIL:

Sales Person:

Quotation: XL45P-092723 Larry Sayles Quote Number: XL-45P-092723

larry@dwcomm.com Terms: Net 30 (888) 311-7595 Mobile **Date:** 9/27/2023

Valid Until: 60 Days from the above date.

XL-45 Portable - 700/800 MHz -P25 Phase 1 & 2 Trunking -Single Key AES/DES Encryption

Item	Part Number	Description	Qnty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XK-PF78B	PORTABLE,XL-45P,7/800MHZ,GRAY	2	\$ 2,200.00	26%	\$ 1,628.00	\$ 3,256.00
2	XK-NC8F	ANTENNA,764-870 MHZ,1/4 WAVE,WHIP	2	\$ 40.00	26%	\$ 29.60	\$ 59.20
3	XK-PL4F	FEATURE,P25 PHASE 2 TDMA	2	\$ 250.00	26%	\$ 185.00	\$ 370.00
4	XK-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	2	\$ 0.01	0%	\$ 0.01	\$ 0.02
5	XK-PL4U	Feature, Single-Key DES Encryption	2	\$ 0.01	0%	\$ 0.01	\$ 0.02
6	XK-PA4V	BATTERY, LI-ION,3100 MAH, ALT	4	\$ 135.00	26%	\$ 99.90	\$ 399.60
7	XK-CH5X	CHARGER,1-BAY,TRI-CHEMISTRY	2	\$ 150.00	26%	\$ 111.00	\$ 222.00
8	XK-CH6J	VEHICULAR CHARGER, XL CONNECT	2	\$ 250.00	26%	\$ 185.00	\$ 370.00
		Shipping and Handling					\$ 70.00
						SUB TOTAL	\$ 4.746.84

Notes:

Purchase Orders to be issued to:

Dailey & Wells Communications Inc.

3440 E. Houston St.

San Antonio, TX 78219

Purchase orders must include the following references:

- *Quotation Name
- *Contract Number and/or name
- * Frequencies must be supplied (if applicable)
- *Requested delivery date
- *Shipping will default to Bestway, 5 day ground, unless other wise specified
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*TOTAL PRICE excludes installation, programming, taxes (if applicable), and shipping (if applicable) unless i) items are itemized herein, ii) otherwise agreed to by both parties in writing, or iii) the quote is issued under an existing contract noted on quote and purchase order.

H-GAC

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

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

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and L3Harris Technologies, Inc., hereinafter referred to as the Contractor, having its principal place of business at 1025 West NASA Blvd., Melbourne, FL 32919.

WITNESSETH:

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

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

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

ARTICLE 1: LEGAL AUTHORITY

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

ARTICLE 2: APPLICABLE LAWS

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

ARTICLE 3: PUBLIC INFORMATION

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

ARTICLE 4: INDEPENDENT CONTRACTOR

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

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

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

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

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

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6.

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

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

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

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

ARTICLE 8: SCOPE OF SERVICES

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

ARTICLE 9: PERFORMANCE PERIOD

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

ARTICLE 10: PAYMENT OR FUNDING

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

ARTICLE 11: PAYMENT FOR WORK

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

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

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

ARTICLE 13: REPORTING REQUIREMENTS

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

ARTICLE 14: INSURANCE

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

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

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

all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

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

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

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

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

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

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

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

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

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

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

Price Increases

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

Price Changes

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

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

Requesting Price Increase/Required Documentation

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

Review/Approval of Requests

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

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

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

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

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

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

ARTICLE 26: MANUALS

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

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

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

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

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

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

ARTICLE 29: TERMINATION PROCEDURES

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

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

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

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

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

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

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (1) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

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

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

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

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

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

ARTICLE 39: TITLES NOT RESTRICTIVE

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

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

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

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

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

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

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

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

ARTICLE 46: WARRANTY AND COPYRIGHT

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

ARTICLE 47: DATA HANDLING AND SECURITY

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

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within

thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

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

ARTICLE 51: WHOLE MASTER AGREEMENT

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

SIGNATURES:

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

L3Harris Technologies, Inc.

Signature Harriet Vefferson
9112FODDBDF3458...

Name Harriet Jefferson

Title Lead, Contracts

Date 9/29/2021

H-GAC

Signature 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

DocuSigned by:

Date 9/29/2021

H-GAC

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

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

MASTER SPECIAL PROVISIONS

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

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

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

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

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

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

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

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

Page 1 of 8 490

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

ARTICLE 4: PARTY LIABILITY

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

ARTICLE 5: GOVERNING LAW & VENUE

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

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

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

ARTICLE 7: LIQUIDATED DAMAGES

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

ARTICLE 8: INSURANCE

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

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

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

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

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

ARTICLE 10: ORDER PROCESSING CHARGE

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

ARTICLE 11: CHANGE OF STATUS

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

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

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

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

Page 3 of 8 492

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

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

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

ARTICLE 13: INSPECTION/TESTING

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

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

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

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

ARTICLE 15: BACKGROUND CHECKS

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

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

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

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

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively

declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

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

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

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

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

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

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

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

Page 5 of 8 494

ARTICLE 21: DOMESTIC PREFERENCE

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

ARTICLE 22: TITLE VI REQUIREMENTS

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

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

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

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

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

Page 6 of 8 495

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

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

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

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

- 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Page 7 of 8 496

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

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

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Page 8 of 8 497

Attachment A

L3Harris Technologies, Inc.

Radio Communications/Emergency Response Equipment

Contract No.: RA05-21

All Catalogs effective date: August 1, 2021

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

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



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, <u>and</u> 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.

<u>Jim Sawyer</u> Signature	Dailey and Wells Communications, Inc Company Name
Jim Sawyer	Director of Sales
Printed Name	Title
1/3/2023	
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.		CEF	OFFICE USE			
1	Name of business entity filing form, and the city, state and count of business. Dailey and Wells Communications, Inc. San Antonio, TX United States	try of the business entity's place	Certificate Number: 2023-1073458 Date Filed:				
2	Name of governmental entity or state agency that is a party to the being filed. City of Killeen Texas	e contract for which the form is		9/2023 Acknowledged:			
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided HGAC RA05-21 Two-Way Radio Equipment		the co	ontract, and prov	ride a		
4	Name of Interested Party	City, State, Country (place of busin	ess)	Nature of (check ap Controlling			
W	ells, Richard	San Antonio, TX United States		х			
W	ells, JoAnn	San Antonio, TX United States		Х			
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION			40/40/55			
	My name is Jim Sawyer	, and my date of			·		
	My address is 3440 E. Houston St. (street)		(, tate)	78219 (zip code)	, USA (country)		
	I declare under penalty of perjury that the foregoing is true and correct	xt.					
		y, State of Texas , on the	19 _c	day of Septen (month)	nber 23 (year)		
		Signature of authorized agent of con	ر tracting	g business entity			



PURCHASE OF RADIOS & REPAIRS

Background

- Killeen Fire Department plans to replace 20% of their equipment inventory each year, including portable handheld radios and mobile vehicle radios
- Killeen Police Department is on a 10-year replacement program for portable radios replacing 10% annually
- Additional portable radios will be purchased for Utility
 Collections and Transportation vehicles
- Radio repair expenses are also budgeted annually for multiple departments

Background (cont'd)

 Radio purchases and repairs will be made from Daily & Wells Communications through the HGAC Cooperative Contract #H-GAC RA05-21

Туре	Amount
Portable	\$280,187.08
Mobile	18,614.44
Repairs	<u>54,499.99</u>
TOTAL	\$353,301.51

Alternatives

- Do not purchase the radios and repairs and continue the use of equipment that is nearing the end of its current useable life
- Purchase the radios and repairs from Dailey & Wells Communication Inc.

5

Staff recommends that the City council authorize the purchase of portable & mobile radios, parts and repairs from Dailey & Wells Communications through the HGAC Cooperative Contract #H-GAC RA05-21 in an amount not to exceed \$353,301.51 in FY 2024.



City of Killeen

Staff Report

File Number: RS-23-179

Consider a memorandum/resolution authorizing the purchase of police uniforms, duty gear and accessories from Galls, LLC, in an amount not to exceed \$50,000 for FY 2024.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Pedro Lopez Jr., Chief of Police

SUBJECT: Purchase of police uniforms and duty gear

BACKGROUND AND FINDINGS:

The Killeen Police Department purchases police uniforms, duty gear, and accessories from Galls, LLC. These items are purchased under TASB BuyBoard contract # 670-22. The City of Killeen is a member of the BuyBoard purchasing cooperative.

Uniforms are an essential item that, due to the nature of police work, require regular replacement. Previous fiscal year expenditures to Galls, LLC were approximately \$162,090. Projected expenses with Galls, LLC for fiscal year 2023-2024 are \$50,000, for these items.

Galls LLC is a large-volume vendor in terms of the uniforms and related items used by the Killeen Police Department. Using a combination of smaller companies to fulfil the same need could adversely impact the ability to equip employees in a timely manner.

THE ALTERNATIVES CONSIDERED:

Deny the purchases until fiscal 2024-2025.

Authorize the purchases as proposed

Which alternative is recommended? Why?

Staff recommends authorizing the purchase of uniforms and equipment as proposed.

CONFORMITY TO CITY POLICY:

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?

Previous fiscal year expenditures to Galls, LLC totaled approximately \$162,090. The total projected expenses from Galls, LLC for this fiscal year is \$50,000. The Police Department has identified budgeted funds to cover the expense.

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes, funds are available in the General Fund Police Department accounts 010-6050-441.41-20 Uniform and Clothing (Support Services Division).

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:

The city staff recommends that the City Manager or his designee be authorized to purchase police uniforms, duty gear, and accessories from Galls, LLC through the TASB BuyBoard (contract # 670-22), in an amount not to exceed \$50,000 for FY 2024.

DEPARTMENTAL CLEARANCES:

Purchasing Legal Finance

ATTACHED SUPPORTING DOCUMENTS:

Contract
Certificate of Interested Parties
Contract Verification

Vendor Contract Information Summary

Vendor Galls, LLC

Contact Tiffany Brewer

Phone 800-876-4242

Email teamtexas@galls.com

Vendor Website www.galls.com

TIN 20-3545989

Address Line 1 1340 Russell Cave Rd.

Vendor City Lexington

Vendor Zip 40505

Vendor State KY

Vendor Country USA

Delivery Days 10

Freight Terms FOB Destination

Payment Terms Net 30 days

Shipping Terms Freight prepaid by vendor and added to invoice

Ship Via Best Way

Designated Dealer No

EDGAR Received Yes

Service-disabled Veteran Owned No

Minority Owned No

Women Owned No

National No

No Foreign Terrorist Orgs Yes

No Israel Boycott Yes

MWBE No

ESCs All Texas Regions

States All States

Contract Name Uniforms and Accessories

Contract No. 670-22

Effective 06/01/2022

Expiration 05/31/2025

Accepts RFQs Yes

Quote Reference Number 670-22

Return Policy See Extended Exceptions for return policy



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, <u>and</u> 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 Falls	GALLS, LLC	
Signature /	Company Name	
Mike Fadden	CEO	
Printed Name	Title	
9/26/2023	_	
Date	_	

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

					1011
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY CERTIFICATION OF FILING		
1	Name of business entity filing form, and the city, state and countr of business.	ry of the business entity's place	Certifica 2023-10	ate Number: 076163	
	GALLS, LLC				
	Lexington, KY United States		Date File		
2	Name of governmental entity or state agency that is a party to the	contract for which the form is	09/26/2	023	
	being filed. Killeen Police Deapartment		Date Ac	knowledged:	
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provided		the cont	ract, and prov	ide a
	1 Uniforms and Equipment				
4	Name of Interested Party	City, State, Country (place of busin	Nature of in		plicable)
				Controlling	Intermediary
_			_		
_					
		_	\top		
			\dashv		
			-		
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is Mike Fadden	, and my date of	birth is 0	1-23-1967	7 ·
	My address is 1340 Russell Cave Road	Lexington , K	,	0505	USA
	(street)	(city) (st	tate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct		JC41-	0	· 00
	Executed in Fayette County	, State of Kentucky, on the	∠o≀n day	of September (month)	er 20 <u>23</u> . (year)
		1210 12 12			
		Signature of authorized agent of con	tracting bu	usiness entity	



POLICE UNIFORMS AND EQUIPMENT

- The Police Department purchases police and jail uniforms and duty gear from Galls, LLC.
- Police uniforms are necessary for identification and a professional appearance.
- Due to the nature of police work, uniforms and other gear must be replaced regularly.
- Uniforms and equipment are purchased under TASB Buyboard contract.

□ Fiscal Year 2023 expenses to Galls LLC for uniforms and other equipment was \$162,090.

□ Fiscal year 2024 projected expenses to Galls LLC for uniforms and other equipment is approximately \$50,000.

The Police Department has budgeted funds available for this purchase.

Alternatives

□ Disapprove the purchase as proposed.

Approve the purchases as proposed.

4

Recommendation

The city staff recommends that the City Manager or his designee be authorized to execute the described purchase of police uniforms and accessories from Galls, LLC through the TASB BuyBoard (contract # 670-22), in an amount not to exceed \$50,000 in city funds to one vendor for the current fiscal year, and any change orders as authorized by law.



City of Killeen

Staff Report

File Number: RS-23-180

Consider a memorandum/resolution authorizing the purchase of police equipment, body armor and accessories and ammunition from GT Distributors, Inc., in an amount not to exceed \$387,000 in FY 2024.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Pedro Lopez Jr., Chief of Police

SUBJECT: Purchase of police equipment and ammunition

BACKGROUND AND FINDINGS:

The Killeen Police Department purchases police duty gear, body armor and ammunition from GT Distributors, Inc. All ammunition is purchased under TXMAS contract 680-A1. Duty gear and body armor are purchased under TASB BuyBoard contract #698-23. The City of Killeen is a member of both purchasing cooperatives.

Police firearms training is a perennial activity, as is equipping officers with new and replacement gear and soft body armor. Duty gear includes belts, pouches and various uniform accessories. The department budgets funds for these expenses annually.

year expenditures were approximately \$131,164 for ammunition, and \$453,401 for body armor and other duty gear. This included а grant for \$260,000 for replacement of rifle-resistant body armor. Projected expenses for the entire department for fiscal approximately 2023-2024 include approximately \$132,000 for ammunition, and \$255,000 for soft body armor and duty gear. The total projected purchases from GT Distributors, Inc. for the current fiscal year will be approximately \$387,000.

These projected costs for fiscal year 2023-2024 include completion of a multi-year project to outfit all uniformed officers with an enhanced weapon sight, improving accuracy and reducing the collateral risks of shooting incidents.

In addition to being members of competitive purchasing cooperatives, GT Distributors, Inc. is the only authorized law enforcement vendor in Texas for Vista Outdoor, Inc., the parent company for Federal Premium and Speer Ammunition.

THE ALTERNATIVES CONSIDERED:

Delay purchases until fiscal year 2023-2024

Authorize the purchase of necessary ammunition and equipment as proposed.

Which alternative is recommended? Why?

Staff recommends authorizing the purchases of duty gear, body armor and ammunition. Failure to do so will adversely affect the department's ability to train and properly equip officers.

CONFORMITY TO CITY POLICY:

Purchases made through a cooperative contract are exempt from the competitive bidding process as states in Texas Local Government Code (TLGC) section 271.102, subchapter F; 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?

Projected expenses for the current year are \$132,000 for ammunition, and approximately \$255,000 for soft body armor and duty gear. The total projected purchases from GT Distributors, Inc. for the current fiscal year will be approximately \$387,000.

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes, funds are available in the General Fund Police Department accounts 010-6050-441.41-20 Uniform and Clothina Services 010-6050-441.41-65 Supplies (Support Division), (Support Services 010-6035-441.41-20 Uniform Division), and Clothing (Patrol Division) and 010-6035-441.41-65 Supplies (Patrol Division).

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 that the City Manager or his designee be authorized to execute the described

purchase of police duty gear, body armor and ammunition from GT Distributors, Inc. through purchasing cooperatives TXMAS and TASB BuyBoard, in an amount not to exceed \$387,000 in FY 2024.

DEPARTMENTAL CLEARANCES:

Purchasing Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Contract
Certificate of Interested Parties
Contract Verification





(https://www.txsmartbuy.com)

Bid Postings (https://www.txsmartbuy.com/#esbd)

Contracts

SPD Applications

Help (https://www.txsmartbuy.com/#help)

Contract Details: # 680-A1_Firearms

Search for items in this contract (/contract_number/680~A1_Firearms/ex_search/false)

Number	680-A1 Firearms
Description	Firearms
Category	TxSmartBuy
Туре	Term
Start Date	2/1/2015
End Date	2/29/2024
Purchase Category Code(Agencies Only)	PCC A except TCI purchases made through Texas SmartBuy, which require the use of Document Type 9, with a blank PCC field.
Optional Renewal Terms	No renewals remaining
Purchase Orders	Only purchase orders issued through TxSmartBuy are eligible for contract pricing. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the TxSmartBuy system. 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
NIGP Code(s)	lowest-priced contractor. 680-52 680-53
CPA Contract Management	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to: SPD Contract Management Office (SCMO) Texas Comptroller of Public Accounts (CPA) Phone: (512) 463-3034 option 3 Email: spd.cmo@cpa.texas.gov (mailto:spd.cmo@cpa.texas.gov)
Contract Specifics/Notes	This contract only exists for the purpose of selling firearms. Only the items listed on the "680-A1 G T Distributors, Inc. Catalog," below may be bought using this contract. The Contract price for the catalog items offered by this awarded contractor are found in the catalog link that follows: 680-A1 G T Distributors, Inc. Catalog (https://secocms.cpa.texas.gov/SSP Applications/NetSuite Inc Shopping/Custom ShopFlow/Documents/Contract Attachments/680-A1 G T Distributors Inc. Catalog 3-1-2023.xlsx)
Adding New Products to the Contract	Following the contract award, additional products or services of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. Customers are encouraged to request additional items by contacting the SPD Contract Management Office.
Delivery Delays by Contractor	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 Centralized Master Bidders List (CMBL).
Compliant Products by Contractor	Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer 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. 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.

Purchase Order Cancellation	The Customer may request that a Contractor cancel a specific line item or an entire purchase order. There shall be no fees charged for cancellation of an item and/or order prior to shipment by the Contractor. The cancellation must be processed through the TxSmartBuy system.
Restocking Fee for Returned Products	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%.
Substitutions	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.
Contractor Performance	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. Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM. (https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/) The purpose of the Vendor Performance Tracking System is to: • Identify vendors that have exceptional performance.
	 Aid purchasers in making a best value determination based on vendor past performance Protect the state from vendors with unethical business practices Provide performance scores in four measurable categories for the CMBL vendors Track vendor performance for delegated and exempt purchases

Contractors Information

VID: 17423395288

Contractor: GT Distributors, Inc. Contact Name: Customer Service

Email: sales@gtdist.com Phone: (512) 451-8298

Address: GT Distributors, Inc. PO Box 16080 Austin TX 78761-6080



 Home (https://comptroller.texas.gov)

Contact Us

(https://comptroller.texas.gov/about/contact/) Policy

POLICIES OTHER STATE SITES

· Privacy and Security Policy texas.gov (https://comptroller.texas.gov/about/polid(lett/psril/lavyvp.htm)as.gov/)

Accessibility Policy

· Texas Records and

· Texas Veterans Portal

(https://comptroller.texas.gov/about/polidirefs/amatissiblibits/aphbrip(TRAIL) (https://www.tsl.state.tx.us/trail/)

(https://comptroller.texas.gov/about/polic@dattenkisnlplifpo)licy

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

(http://publishingext.dir.texas.gov/portal/internal/resources/Docume

· Search from the Texas State Library

(https://veterans.portal.texas.gov)

(https://www.tsl.texas.gov/trail/index.html) · Texas Homeland Security

(https://www.dhs.gov/geography/texas)

Texas Veterans Portal

(https://veterans.portal.texas.gov/)

Public Information Act

(https://comptroller.texas.gov/about/policies/public-

information-act.php)

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

HB855 Browser Statement

Light State of State

Vendor GT Distributors, Inc.

Contact DAVID CURTIS

Phone 512-451-8298

Email sales@gtdist.com

Vendor Website www.gtdist.com

TIN 74-2339528

Address Line 1 1124 New Meister Lane

Address Line 2 Suite 100

Vendor City Pflugerville

Vendor Zip 78660-6937

Vendor State TX

Vendor Country USA

Delivery Days 10

Freight Terms FOB Destination

Payment Terms Net 30

Shipping Terms Freight prepaid by vendor and added to invoice

Ship Via Common Carrier

Designated Dealer No

EDGAR Received Yes

Service-disabled Veteran Owned No

Minority Owned No

Women Owned No

National No

No Foreign Terrorist Orgs Yes

No Israel Boycott Yes

MWBE No

ESCs All Texas Regions

States All States

Contract Name Public Safety and Firehouse Supplies and Equipment

Contract No. 698-23

Effective 04/01/2023

Expiration 03/31/2026

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. 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, <u>and</u> 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.

	G T DISTRIBUTORS, INC.
Signature	Company Name
DAVID CURTIS	BIDS MANAGER
Printed Name	Title
09/25/2023	
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.		CE	OFFICE US			
Name of business entity filing form, and the city, state and country of the business entity's place of business.			Certificate Number: 2023-1075781			
G T DISTRIBUTORS, INC. PFLUGERVILLE, TX United States		Date	e Filed:			
2 Name of governmental entity or state agency that is a party to t	he contract for which the form is	09/2	09/25/2023			
being filed. CITY OF KILLEEN		Date	Date Acknowledged:			
3 Provide the identification number used by the governmental en description of the services, goods, or other property to be prov	tity or state agency to track or ident ided under the contract.	ify the c	contract, and pro	vide a		
2023 CLOTHING AND EQUIPMENT						
4				of interest		
Name of Interested Party	City, State, Country (place of bus	iness)	(check a	oplicable) Intermediary		
			Controlling	intermediary		
Check only if there is NO Interested Party.						
UNSWORN DECLARATION						
My name is DAVID CURTIS	and my date o	f birth is	03/11/1983	3		
My address is 1124 NEW MEISTER LN., STE 100	19-		78660	USA		
(street)	(city) (state)	(zip code)	(country)		
I declare under penalty of perjury that the foregoing is true and correct	xt.					
Executed in TRAVISCounty	y, State of TEXAS , on the	25	day of SEPTEMBE	R 20 23		
Executed inCounty	y, Glate of, on the	c	(month)	, 20 (year)		
	Cinnetius of outbasis of anna of a	otvo etia -	hugings ====			
Signature of authorized agent of contracting business entity (Declarant)						

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

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	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.		CE	OFFICE US	
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.			tificate Number: 23-1075780	
	G T DISTRIBUTORS, INC.		202	.3-10/5/80	
2	PFLUGERVILLE, TX United States			e Filed: 25/2023	
2	being filed.	he contract for which the form is			
	CITY OF KILLEEN		Date	e Acknowledged	:
3	Provide the identification number used by the governmental ent description of the services, goods, or other property to be provi	tity or state agency to track or identi ided under the contract.	fy the o	contract, and pro	ovide a
	2023 AMMUNITION				
4				I .	of interest
	Name of Interested Party	City, State, Country (place of busi	ness)	Controlling	pplicable) Intermediary
_					
_					
	1				
_					
5	Check only if there is NO Interested Party.				
;	UNSWORN DECLARATION				
	My name is DAVID CURTIS	, and my date of	f birth is	03/11/198	3
1	My address is 1124 NEW MEISTER LN., STE 100	PFLUGERVILLE T	X	78660	USA
	(street)	(city) (s	state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	;t.			
i	Executed in TRAVIS County	y, State of TEXAS , on the	25 .	day of	R 20 23
				(month)	(year)
		Signature of authorized agent of con (Declarant)	ntracting	business entity	



POLICE DUTY GEAR AND AMMUNITION

Police Duty Gear and Ammunition

The Killeen Police Department purchases police duty gear, body armor and ammunition from GT Distributors, Inc.

GT Distributors, Inc. is the only authorized LE distributor in Texas for Vista Outdoor, the parent company of Federal Premium and Speer Ammunition. 2

Expense reflects recurring purchases soft body armor, duty gear, some clothing items, as well as completion of a multi-year project to outfit all uniformed officers with an enhanced weapon sight.

Ammunition is purchased under TXMAS contract.

 Duty gear and body armor is purchased under TASB BuyBoard contract.

4

Funding

Previous Fiscal Year expenses:

Ammunition:	\$131,	164
	T 1	

Duty Gear and Body Armor: \$453,401

Total FY 2023: \$584,565

Projected Expenses:

□ Ammunition: \$132,000

Duty Gear and Body Armor: \$255,000

Total FY 2024: \$387,000

The Police Department has budgeted funds available for this expense.

Alternatives

□ Disapprove the purchases as proposed.

Approve the purchases as proposed.

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□ Staff recommends that the City Manager or his designee be authorized to execute the described purchase of police duty gear, body armor and ammunition from GT Distributors, Inc. through purchasing cooperatives TXMAS and TASB BuyBoard, an expense not to exceed \$387,000 in city funds for the current fiscal year.



City of Killeen

Staff Report

File Number: OR-23-018

Consider an ordinance amending Chapter 28 of the Code of Ordinances of the City of Killeen, Texas, by updating the name of the airport as listed in the Chapter and amending the applicability of the exemption of parking fees at the Killeen Regional Airport.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Mike Wilson, Executive Director of Aviation

SUBJECT: Amending Chapter 28 of the Code of Ordinances of the City of Killeen,

Texas

BACKGROUND AND FINDINGS:

The Texas Transportation Code authorizes certain exemptions for veterans and military award recipients from paying parking meter fees charged by a governmental authority, and has provided that a governmental authority may provide by ordinance or order, that the exemption in Texas Transportation Code, Section 681.008(b) also applies to payment of a fee or penalty imposed by the governmental authority for parking in a parking garage or lot, or in a space with a limitation on the length of time for parking.

On June 9, 2015, the City Council formally adopted an amendment to Section 28-137 of the City of Killeen Code of Ordinances to adopt the fee exemptions provided for in section 681.008(b) of the Texas Transportation Code for parking in the lots at the Killeen-Fort Hood Regional Airport.

This proposed amendment to Section 28-137 - Parking at Killeen-Fort Hood Regional Airport updates the airport name to Killeen Regional Airport, updates the title of the Airport Director to Executive Director of Aviation, and amends the exemptions of parking fees at the airport as provided for in section 681.008(b) of the Texas Transportation Code. Specifically, the amendment provides that vehicles equipped with license plates specified in the Transportation Code are exempt from payments of parking fees for the Long-Term Parking Lot only. However, vehicles equipped with the specified plates and that also have the handicap symbol, or a handicap placard affixed to the vehicle's rear-view mirror are exempt from payment of parking fees in both the Long-Term and Short-Term parking lots.

THE ALTERNATIVES CONSIDERED:

- 1. Do not approve the amendment to Chapter 28 of the Code of Ordinances.
- 2. Approve the amendment to Chapter 28 of the Code of Ordinances.

Which alternative is recommended? Why?

Alternative 2 is recommended. The amendment updates the Airport name and staff titles and reflects elements of the approved FY 24 Budget regarding airport rates and fees.

CONFORMITY TO CITY POLICY:

This item conforms to local and state policies.

FINANCIAL IMPACT:

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this 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 expenditure?

N/A

RECOMMENDATION:

Recommend adoption of the proposed ordinance amending Chapter 28 of the Code of Ordinances of the City of Killeen, specifically Section 28-137 - Parking at Killeen-Fort Hood Regional Airport, updating the airport name to Killeen Regional Airport, updating the title of the Airport Director, to Executive Director of Aviation and specifying that the exemptions provided for in V.T.C.A., Transportation Code, Section 681.008(b) apply only to the Long-Term parking lot, with exception of vehicles with license plates specified in the section, that also have the handicap symbol described by V.T.C.A., Transportation Code, Section 504.201(d) or a handicap placard as described by V.T.C.A., Transportation Code, Section 681.0112. affixed to the vehicle's rear-view mirror.

DEPARTMENTAL CLEARANCES:

Finance Legal

Purchasing

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

ORDINANCE NO.	23-
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AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR AMENDMENTS TO THE PARKING FEE EXEMPTIONS AT THE KILLEEN REGIONAL AIRPORT; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING FOR SAVINGS CLAUSE; PROVIDING FOR PUBLICATIONS 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, pursuant to Ordinance Number 15-030, the City of Killeen adopted the parking fee exemption for the long-term and short-term parking lots at the Killeen Regional Airport as prescribed by Texas Transportation Code section 681.008(b); and

WHEREAS, the City Council desires to amend those adopted parking fee exemptions to limit which vehicles may park in the short-term parking lot;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS:

SECTION I. That Chapter 28 of the City of Killeen Code of Ordinances is hereby amended as follows:

Sec. 28-137. - Parking at Killeen-Fort Hood Regional Airport Killeen Regional Airport.

- A. The airport director Executive Director of Aviation may establish areas in which the stopping, standing, or parking of a motor vehicle is prohibited or restricted.
- B. A person may not park a motor vehicle in a public area of the Killeen-Fort Hood Regional Airport Killeen Regional Airport except:
 - 1. At a place and in a manner expressly authorized by the airport director Executive Director of Aviation;
 - 2. As directed by a police officer or an airport official; or
 - 3. In compliance with official posted signs or markings.
- C. A person may not stop, stand, or park a motor vehicle in a passenger loading zone except to quickly load or unload passengers and baggage. A motor vehicle may not be left unattended while loading or unloading passengers and/or baggage.
- D. An airport official may tow a motor vehicle parked on airport property in violation of this chapter at the owner or operator's expense.
- E. The city hereby adopts the exemption provided to certain veterans and military award recipients by V.T.C.A., Transportation Code § 681.008(b), and provides that
 - 1. when being operated by or for the transportation of a person to whom this section applies, a vehicle on which license plates described in this section are displayed:

- a. is exempt from the payment of a fee imposed for parking in athe long-term parking lot at the Killeen-Fort Hood Regional Airport Killeen Regional Airport; and
- b. is exempt from the payment of a fee imposed for parking in the short-term parking lot at the Killeen Regional Airport if:
 - (i) the license plate also bears the handicap symbol described by V.T.C.A., Transportation Code § 504.201(d), or
 - (ii) a handicap placard, as described by V.T.C.A., Transportation Code § 681.0112, is affixed to the vehicle's rear-view mirror.
- 2. The person claiming thean exemption under this subsection must provide proof of picture identification and either vehicle registration or insurance to confirm that the vehicle is eligible for exemption from the parking fee.

SECTION II. That all ordinances or resolutions or parts of ordinances or resolutions inconflict 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, paragraph or clause 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 24th day of October, 2023, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

	APPROVED	
	Debbie Nash-King, MAYOR	
ATTEST:	APPROVED AS TO FORM:	
Laura I Calcote CITY SECRETARY	Holli C. Clements, CITY ATTORNEY	



AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS

Background

 The Texas Transportation Code authorizes certain exemptions for veterans and military award recipients from paying parking meter fees charged by a governmental authority, and has provided that a governmental authority may provide by ordinance or order, that the exemption in Texas Transportation Code, Section 681.008(b) also applies to payment of a fee or penalty imposed by the governmental authority for parking in a parking garage or lot, or in a space with a limitation on the length of time for parking. 537

Background

 On June 9, 2015, the City Council formally adopted an amendment to Section 28-137 of the City of Killeen Code of Ordinances to adopt the fee exemptions provided for in section 681.008(b) of the Texas Transportation Code for parking in the lots at the Killeen-Fort Hood Regional Airport.

Discussion

This proposed amendment to Section 28-137 - Parking at Killeen-Fort Hood Regional Airport updates the airport name to Killeen Regional Airport, updates the title of the Airport Director to Executive Director of Aviation, and amends the exemptions of parking fees at the airport as provided for in section 681.008(b) of the Texas Transportation Code.

Discussion

 Specifically, the amendment provides that vehicles equipped with license plates specified in the Transportation Code are exempt from payments of parking fees for the Long-Term Parking Lot only. However, vehicles equipped with the specified plates and that also have the handicap symbol or a handicap placard affixed to the vehicle's rear-view mirror are exempt from payment of parking fees in both the Long-Term and Short-Term parking lots.

Alternatives

 Do not approve the amendment of chapter 28 of the code of ordinances.

□ Approve the amendment of chapter 28 of the code of ordinances.

Recommendation

Recommend adoption of the proposed ordinance amending Chapter 28 of the City of Killeen, Texas, by updating the name of the airport as listed in the Chapter and amending the applicability of the exemption of the parking fees at the Killeen Regional Airport.



City of Killeen

Staff Report

File Number: PH-23-054

HOLD public hearing consider ordinance submitted Shah LLC and by Motors, (FLUM#23-04), the Plan's amend Comprehensive Future Land Use Мар (FLUM) designation to a 'Regional Commercial' designation, being approximately part of the R. A. McGee Survey, Abstract No. 561. This property is located south of Chaparral Rd and east of S Fort Hood St, Killeen, Texas.

DATE: October 17, 2023.

TO: Kent Cagle, City Manager.

FROM: Edwin Revell, Executive Director of Development Services.

SUBJECT: FLUM#23-04 'Residential Mix' to 'Regional Commercial'.

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Shah Motors, LLC

Agent: Gerber Ochoa

Current FLUM Designation: 'Residential Mix' (RM)

Requested FLUM Designation: 'Regional Commercial' (RC)

Current Zoning: "A" (Agricultural)

Summary of Request:

Gerber Ochoa, on behalf of Shah Motors, LLC, has submitted request to (FLUM) from Comprehensive Plan's Future Land Use Map 'Residential Mix' a designation 'Regional Commercial' designation. If approved, the applicant intends to submit a request to rezone the property to "B-4" (Business District) with the goal of developing an automotive sales and repair business on the property.

Zoning/Plat Case History:

The property was annexed on January 27, 2008 via Ordinance No. 07-111. The property was subsequently zoned to 'A' (Agricultural District). The property is approximately 4.63 acres and is currently unplatted.

Character of the Area:

Current Land Use Zoning District* FLUM**

North Vacant A RM

East Single-Family Residences ETJ RE

South Commercial Business B-5 I

West Single-Family Residence ETJ N/A

* "A" (Agricultural), "B-5" (Business District), "ETJ" (Extraterritorial Jurisdiction)

Future Land Use Map Analysis:

The subject property is located within the 'Controlled Growth' area on the Growth Sector Map and is designated as 'Residential Mix' (RM) on the Future Land Use Map (FLUM) of the 2022 Comprehensive Plan.

The 'Controlled Growth' sector includes areas in the city limits and approved Municipal Utility Districts (MUDs) that have access to city infrastructure in close proximity. Development proposed in sector will be evaluated for adherence to the Big Ideas and Recommendations of the particularly those related to housing and neighborhood options and improve the fiscal health and Killeen. Resource stewardship and fiscally responsible arowth ensure of prosperous community for the long haul. The Feasibility Study or Service Commitment Engineering shows water would be provided by West Bell County WSC CCN and there is currently no sanitary sewer or drainage utility service available to the subject tract.

If approved, the 'Regional Commercial' place type creates places are first identified by their principal focus on auto-oriented traffic. Logically placed near high-traffic intersections, these spaces bring people from many surrounding neighborhoods. Typical uses will include regional businesses including but not limited to restaurants, retail, gas stations, and offices. These spaces often do not pencil out fiscally for cities. To create a more sustainable development, care should be given to make the experience for users pleasant once they exit their vehicle. The era of a mile-long linear strip center that require multiple car trips through the parking lot to get to the business a resident might want to visit has passed. These developments can sometimes be made more fiscally sustainable for the city by allowing multifamily over commercial in these spaces.

Consistency with the Comprehensive Plan:

In accordance with Killeen Code of Ordinances Sec. 31-39(j), the following factors shall be considered when considering whether to approve a request to amend the city's Future Land Use Map (FLUM):

1. Is the proposed amendment consistent with the principles and policies set forth in the comprehensive plan?

Staff is of the determination that the requested FLUM amendment is not consistent with the recommendations of the 2022 Comprehensive Plan. Proposed development within the 'Controlled Growth' sector should be evaluated for adherence the Bia to Recommendations of the plan. Big Idea #1 states that "resource stewardship and fiscally arowth ensure more prosperous community for the lona а Comprehensive Plan further states that "the city must seek out land development that provides

^{**} Residential Mix (RM), Industrial (I), Residential Estate (RE)

- a better return on investment and align the services they provide with what the community is willing to pay for." Staff finds that the proposed development does not meet these objectives.
- 2. Is the proposed amendment compatible with the character of the surrounding area?

The applicant's request is to change the FLUM designation of the subject property to 'Regional Commercial'. The 'Regional Commercial' place type allows for high-intensity retail uses such as gas stations and grocery stores, as well as industrial uses. The subject property is located immediately adjacent to existing single-family homes. Therefore, staff is of the determination that the request is not consistent with the character of the surrounding area.

3. What is the impact of the proposed amendment on infrastructure provision including water, wastewater, drainage, and the transportation network?

Water would be provided pursuant to the West Bell County WSC CCN, but there is no sanitary sewer or drainage utility service available to the subject tract. Staff has determined that a Traffic Impact Analysis may be required for the proposed use, but due to the project being in the early development phase, the estimated trips generated is currently unknown.

4. What is the impact of the proposed amendment on the city's ability to provide, fund, and maintain services?

Staff finds that the proposed development will negatively impact the City's ability to provide, fund, and maintain services. In accordance with the Killeen 2040 Comprehensive Plan, new growth and development to the south should be undertaken only if the proposed development benefits current residents and businesses and strengthens the community's vibrancy and relevance over time. Staff is of the determination that the proposed land use will not enhance the vibrancy of Killeen or further the City's goal of ensuring that new development pays for itself.

5. What is the impact of the proposed amendment on environmentally sensitive and natural areas?

The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There is a Riverine habitat that is classified as R4SBC as identified on the National Wetlands inventory on the adjacent lot.

6. What specific conditions (e.g., population size and/or characteristics, area character and building form, property/structure conditions, infrastructure or public services, market factors including need for more land in a particular designation, etc.) have changed sufficiently to render the current map designation(s) inappropriate or out-of-date?

there Staff finds that has not been sufficient change in market conditions, available infrastructure, or neighborhood character to render the current map designation inappropriate or out-of-date. Staff is of the determination that the requested 'Regional Commercial' place type is not appropriate in this location.

7. Do city staff, the planning and zoning commission, and/or the city council have sufficient information to move ahead with a decision (e.g., utility capacity, potential traffic impacts, other public service implications, resident/stakeholder concerns and input)?

Information regarding available utility service, traffic impact, etc. has been included in this staff report. Staff has not received any written responses regarding this request.

Water, Sewer and Drainage Services:

Provider: City of Killeen Within Service Area: No

Feasibility Study or Service Commitment: Water is located within the West Bell County WSC CCN.

There is no sanitary sewer or drainage utility service available to the subject tract.

Transportation and Thoroughfare Plan:

Ingress and egress to the property is from S. Fort Hood St., which is classified as a 240-foot wide Principal Arterial on the City of Killeen Thoroughfare Plan. S. Fort Hood St. is a TxDOT maintained road all access will be determined by TxDOT. Staff estimates an increase of 56 trips per day and 5 peak hour trips.

Environmental Assessment:

The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There is a Riverine habitat that is classified as R4SBC as identified on the National Wetlands inventory on the adjacent lot.

Public Notification:

Staff notified ten (10) surrounding property owners regarding this request. Of those property owners notified, two (2) reside outside of Killeen. Staff received zero (0) responses.

Staff Findings:

Please see the Future Land Use Map Analysis and Neighborhood Analysis sections.

THE ALTERNATIVES CONSIDERED:

The City Council may:

- Disapprove the FLUM amendment request; or
- Approve the FLUM amendment request

Which alternative is recommended? Why?

Staff recommends <u>disapproval</u> of the applicant's request to amend the FLUM designation from a 'Residential Mix' (RM) designation to 'Regional Commercial' (RC) designation.

Staff is of the determination that the applicant's request is not consistent with the recommendations of the Killeen 2040 Comprehensive Plan. Further, staff finds that the requested 'Regional Commercial' place type is not consistent with the existing single-family development to the east of the subject property.

CONFORMITY TO CITY POLICY:

This FLUM amendment request does not conform to the City's policy as detailed in the Comprehensive Plan.

FINANCIAL IMPACT:

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

The proposed FLUM amendment does not involve the expenditure of City funds.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

At their regular meeting, on September 18, 2023, the Planning and Zoning Commission recommended approval of the applicant's request by a vote 6 to 0.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Maps Site P

Site Photos

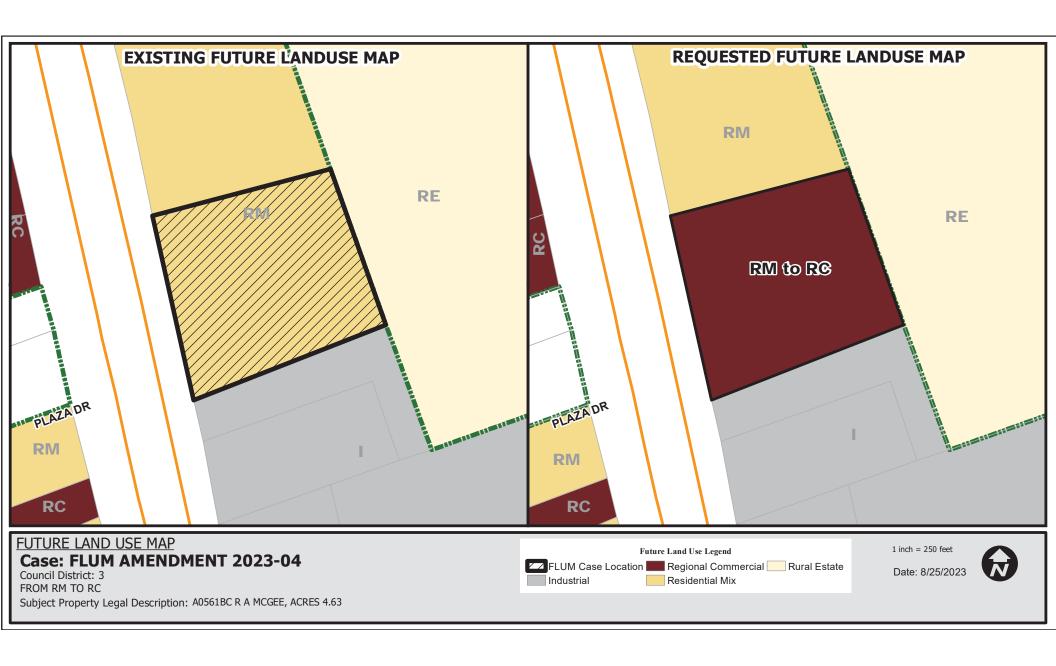
Letter of Request

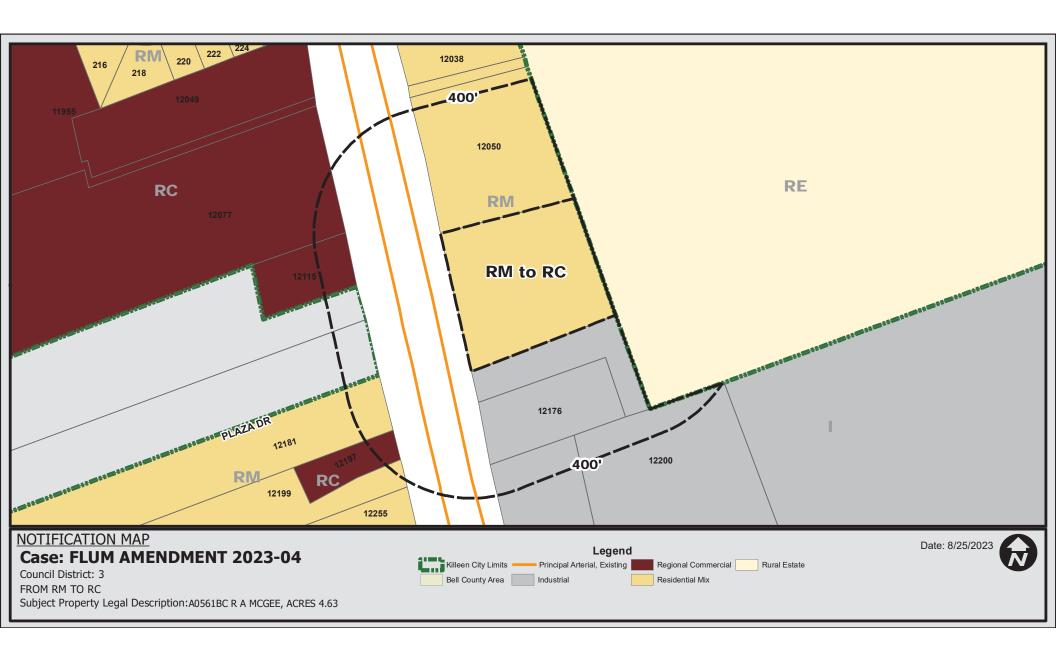
Applicant Exhibit

Minutes

Ordinance







SITE PHOTOS

Case #FLUM23-04:



View of the subject property looking east:



View of the surrounding property looking northeast:



FLUM- Amendment Letter of request

The reason for the request is for me to be able to use the land as B4- regional commercial. Car Dealership.

The proposed amendment will be consistent with principles and policies set forth in the Comprehensive plan.

Proposed amendment is compatible with character of surrounding area. A small car lot is there and Pick and pull along with other stores next to proposed land.

We think we will have a great impact of increased taxes and growth within.

This Business/change in property will have minimal to zero impact on sensitive and natural areas.

The condition of the land currently does not suit commercial business, at least not the one that we are looking to create.



MINUTES PLANNING AND ZONING COMMISSION MEETING SEPTEMBER 18, 2023 CASE #FLUM# Z23-04

'Residential Mix' to 'Regional Commercial'

HOLD a public hearing and consider a request submitted by Gerber Ochoa on behalf of Shah Motors, LLC (**FLUM#23-04**) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Residential Mix' designation to a 'Regional Commercial' designation, being approximately 4.63 acres, part of the R. A. McGee Survey, Abstract No. 561. This property is located south of Chaparral Rd and east of S Fort Hood St, Killeen, Texas

Mr. Hermosillo presented the staff report for this item. He stated that, if approved, the applicant intends to develop and Auto Sales and Repair Business on the property.

The subject property is located within the 'Controlled Growth' sector on the Growth Map and is designated as 'Residential Mix' (RM) on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan. Water would be provided by West Bell County Water Supply Corporation, and there is currently no sanitary sewer or drainage utility service available to the subject tract.

Mr. Hermosillo stated that staff finds the request is not consistent with the Killeen 2040 Comprehensive Plan or with the character of the surrounding area. Staff is of the determination that the proposed land use will not enhance the vibrancy of Killeen or further the City's goal of ensuring that new development pays for itself. Therefore, staff recommends disapproval of the request as presented.

Mr. Gerber Ochoa and Mr. Ahmad Shah were present to represent the case.

Chaiman Minor asked what the square footage of the building would be for this project. Mr. Ochoa stated that they did not have a definite square footage, but it should be about 5,000 sq. ft. and will include four offices and three shops for the dealerships.

Commissioner Rowe asked if Eugene Mayo owned the property. Mr. Ochoa explained that at the start of the process, he had owned the property and made the request on behalf of Mr. Shah. Since then, Mr. Shah has purchased the subject property.

Ms. Meshier stated that the Commission should only be evaluating the requested amendment to the Future Land Use Map at this time, not the proposed use of the property as a used car dealership. She stated that, if the FLUM amendment is approved, the applicant would need to come back with a subsequent request to rezone the property to "B-4" (Business District) for the intended use.

Chairman Minor opened the public hearing at 5:23 p.m.

Ms. Melissa Brown spoke in opposition to the request amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Residential Mix' designation to a 'Regional Commercial' designation. She stated that she fully supported staff's recommendation.

With no one else wishing to speak, public hearing was closed at 5:28 p.m.

Commissioner Gukeisen asked staff if the City of Killeen provided wastewater or water to the parcel zoned as "B-5" (Business District) adjacent to the subject property. Mr. Hermosillo stated that the City of Killeen do not supply infrastructure to that parcel. West Bell County Water Supply Corporation is the water provider in this area.

Commissioner Gukeisen asked, if the request is approved, if the City of Killeen would be required to supply infrastructure to the subject lot. Mr. Hermosillo stated that the City of Killeen would not provide services until the city grew in that direction.

Commissioner Wilson moved to approve the request as presented. Commissioner Gukeisen seconded, and the motion passed by a vote of 6 to 0.

ORDINANCE

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 4.63 ACRES, PART OF THE R. A. MCGEE SURVEY, ABSTRACT NO. 561, FROM A 'RESIDENTIAL MIX' DESIGNATION TO A 'REGIONAL COMMERCIAL' DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen finds that section 213.003 of the Local Government Code enables municipalities to adopt and amend comprehensive plans in the interest of coordinating long-range development of the municipality;

WHEREAS, pursuant to section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the Comprehensive Plan, including the Future Land Use Map (FLUM), following a recommendation by the Planning and Zoning Commission and a public hearing;

WHEREAS, Gerber Ochoa, on behalf of Shah Motors, LLC, presented to the City of Killeen a request for a revision to the FLUM of the Comprehensive Plan by changing the classification of approximately 4.63 acres, being part of the R. A. McGee Survey, Abstract No. 561 from a 'Residential Mix' designation to a 'Regional Commercial' designation;

WHEREAS, said revision having been duly presented to and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 18th day of September 2023,

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 24th day of October, 2023, at the City Hall, City of Killeen; and

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the opinion that the amendment should be approved.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS:

SECTION I: That the future land use designation of approximately 4.63 acres, part of the R. A. McGee Survey, Abstract No. 561, from a 'Residential Mix' designation to a 'Regional Commercial' designation, said request being duly recommended for approval of the 'Industrial' designation, for the property is located south of Chaparral Rd and east of S Fort Hood St, Killeen, Texas.

SECTION II. That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 24th day of October 2023, 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:
	Debbi Nash-King, MAYOR
ATTEST:	
Laura J. Calcote, CITY SECRETARY	
APPROVED AS TO FORM	
Holli C. Clements, CITY ATTORNEY Case #: FLUM 23-04	
Ord#: 23	

CASE #FLUM23-04:
'RESIDENTIAL MIX' TO
'REGIONAL COMMERCIAL'

- HOLD a public hearing Consider a request submitted by Shah Motors, LLC on behalf of Eugene Mayo (FLUM#23-04) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Residential Mix' designation to a 'Regional Commercial' designation, being approximately 4.63 acres out of the R. A. McGee Survey, Abstract No. 561.
- □ The subject property is generally located on the east side of South Fort Hood Street, approximately 2,000 ft. south of the intersection of Chaparral Road, Killeen, Texas.



Case: FLUM AMENDMENT 2023-04

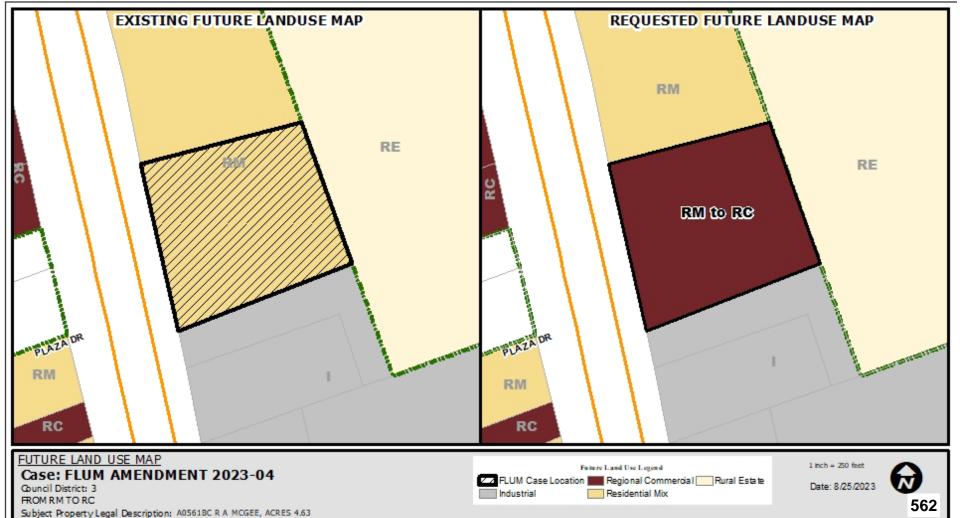
Council District: 3 FROM RM TO RC Subject Property Legal Description: A0561BC R A MCGEE, ACRES 4.63



FLUM LOCATION







□ The subject property is currently designated 'Residential Mix' on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan. The 'Residential Mix' place type allows for a flexible mix of residential building typologies and is intended to create neighborhoods with a walkable street grid network. The 'Residential Mix' place type allows most residential development types, as well as small and neighborhood scale commercial building typologies.

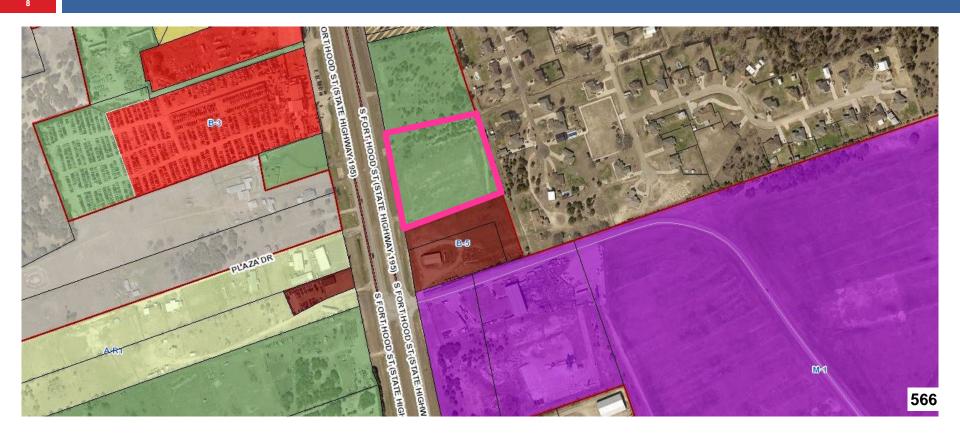
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□ If approved, the requested 'Regional Commercial' place type is intended for auto-oriented areas near high-traffic intersections. The 'Regional Commercial' place type allows for regional businesses such as restaurants, retail, gas stations, and offices. According to the Killeen 2040 Comprehensive Plan, developments within the 'Regional Commercial' place type often do not pencil out fiscally for cities.

- If approved, the applicant's intent is to rezone the property from "A" (Agricultural) to "B-4" (Business District) and open an automotive dealership specializing in preowned cars.
- Approval of this request is needed prior to submittal of a request to rezone the property to "B-4" (Business District).



The subject property is not within a FEMA regulatory Special Flood Hazard Area (SFHA). However, there is a Riverine Habitat (R4SBC) identified on the National Wetlands inventory on the adjacent property to the north.



- There is no City water, wastewater, or drainage utility service available to the subject property.
- The property is located within the West Bell County Water Supply Corporation CCN.
- There is no sewer service available to the subject tract. If the property is developed, it will require an on-site sewage facility (septic system).

View of the subject property looking east:



View of the surrounding property to the west:



View of the surrounding property to the south:



View of the surrounding property to the north:

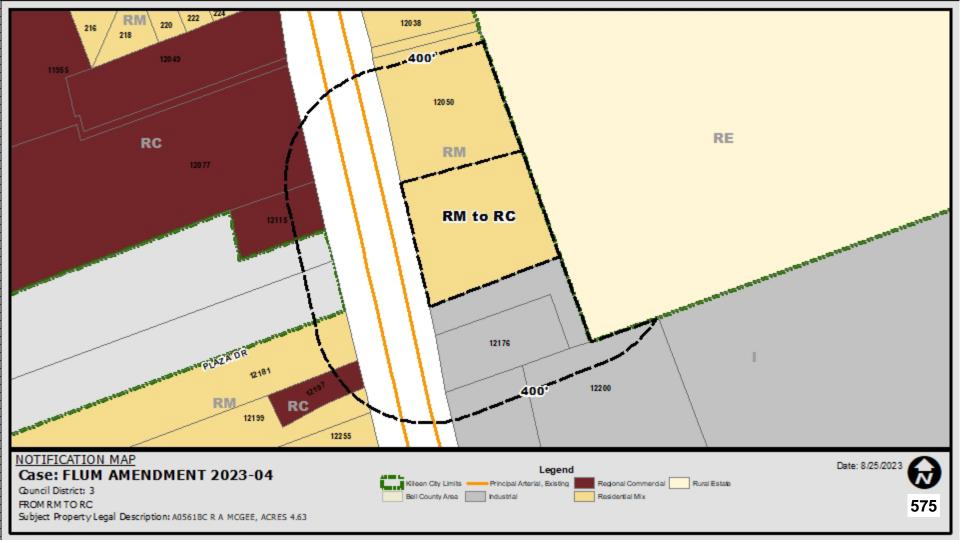


View of the subdivision to the east:



Public Notification

- Staff notified ten (10) surrounding property owners regarding this request.
- □ Of those notified, two (2) property owners reside outside of Killeen.



Comprehensive Plan Analysis

- The subject property is located within the 'Controlled Growth' area on the Growth Sector Map. This sector includes areas that have access to City infrastructure in close proximity.
- Development proposed in the 'Controlled Growth' sector should be evaluated for adherence to the Big Ideas and recommendations of the plan, particularly those related improving the fiscal health and sustainability of Killeen.

Comprehensive Plan Analysis

- Big Idea #1 states: Resource stewardship and fiscally responsible growth ensure a more prosperous community for the long haul.
- Accordingly, new growth and development should be undertaken only if it benefits current residents and businesses and strengthens the community's vibrancy and relevance over time.

Staff Findings

- Staff finds that the requested FLUM amendment does not adhere to the principles and policies set forth in the Killeen 2040 Comprehensive Plan.
- Also, Killeen Code of Ordinances Sec. 31-39(j) outlines seven (7) factors that must be considered in evaluating a FLUM amendment request. Staff is of the determination that this request does not adhere to those criteria.

Staff Findings

- The requested 'Regional Commercial' place type is not consistent with the existing single-family development to the east of the subject property.
- The existing infrastructure available to the subject property is not sufficient to support this type of development.
- Staff is of the determination that the proposed land use will not enhance the vibrancy of Killeen or further the City's goal of closing the resource gap and ensuring that new development pays for itself.

Alternatives

- The City Council has two (2) alternatives:
 - Disapprove the applicant's FLUM amendment request; or
 - Approve the applicant's FLUM amendment request as presented.

Staff Recommendation

Staff recommends <u>disapproval</u> of the applicant's request to amend the FLUM designation from 'Residential Mix' to 'Regional Commercial'.

Commission Recommendation

□ At their regular meeting on September 18, 2023, the Planning and Zoning Commission recommended <u>approval</u> of the applicant's request by a vote of 6 to 0.



City of Killeen

Staff Report

File Number: PH-23-055

HOLD a public hearing to receive citizen comment and input on the proposed Housing Urban and Development (HUD) Pathways to Removing Obstacles to Affordable Housing (Pro Housing) Federal Grant Proposal.

DATE: October 17, 2023

TO: Kent Cagle, City Manager

FROM: Tiffanie McNair, Executive Director of Community Development

SUBJECT: Hold a Public Hearing and receive citizen comments on the proposal for the Pathways to Removing Obstacles to Affordable Housing (Pro Housing) federal grant.

BACKGROUND AND FINDINGS:

Under the authority of the Consolidated Appropriations Act, 2023 which appropriates \$85 million for competitive grant funding for the identification and removal of barriers to affordable housing production and preservation, Congress has directed HUD to undertake competition using the Community Development Block Grant (CDBG) statutory and regulatory framework.

HUD will provide PRO Housing grants to identify and remove barriers to affordable housing production and preservation. Grantees may use awards to further develop, evaluate and implement housing policy plans, improve housing strategies, and facilitate affordable housing production and preservation.

As a local government, the City of Killeen is an eligible applicant. The City of Killeen is requesting \$10,000,000 in PRO Housing grant funds to support the implementation of a comprehensive housing strategy for addressing local housing needs. Participating Jurisdictions (PJ) must have 15-day comment period to consider any comments of residents received in writing, or orally at a public hearing on the proposal.

THE ALTERNATIVES CONSIDERED:

- 1. Hold a public Hearing October 24,2023 and accept relevant comments under the minimum 15-day required comment period.
- 2. Do not hold public hearing which voids the City of Killeen's opportunity for proposal submission to apply for federal funding to address barriers to affordable housing in Killeen.

Which alternative is recommended? Why?

Recommend Alternative #1- Hold a public hearing to receive citizen comments during the 15-day minimum required comment period incorporating any citizens' comments received into the proposal by the submission deadline for the opportunity to receive federal funding to address barriers to affordable housing in Killeen.

CONFORMITY TO CITY POLICY:

Yes, as describe in the Citizens Participation Plan, approved by City Council.

FINANCIAL IMPACT:

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this 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 expenditure?

N/A

RECOMMENDATION:

Hold a Public Hearing incorporating citizen comments received during the 15-day minimum comment period for the Pro Housing Grant proposal to HUD (Housing and Urban Development

DEPARTMENTAL CLEARANCES:

Legal

Finance

ATTACHED SUPPORTING DOCUMENTS:

Draft Proposal





U.S. Department of Housing and Urban Development Community Planning and Development

Pathways to Removing Obstacles to Housing (PRO Housing) FR-6700N-98



Submitted by:

Tiffanie McNair **Executive Director of** Community Development City of Killeen 802 N. 2nd Street, Building E Killeen, TX 76541 Phone: 254.501.7847

Email: tmcnair@killeentexas.gov

October 30, 2023

Submitted to:

Jessie Handforth Kome Director Office of Block Grant Assistance U.S. Department of Housing and **Urban Development** 451 7th Street, SW. Room 7282 Phone: 202.708.3587 Email: CDBG-PROHousing@hud.gov

Table of Contents

Exhibit A: Executive Summary	2
Exhibit B: Threshold Requirements and Other Submission Requirements	5
Exhibit C: Need	8
Exhibit D: Soundness of Approach	19
Exhibit E: Capacity	27
Exhibit F: Leverage	29
Exhibit G: Long-term Effect	31
Attachments	38

Exhibit A: Executive Summary City of Killeen, TX



Executive Summary

The City of Killeen and its partners are pleased to submit this proposal to remove barriers to affordable housing in Killeen, Texas. Killeen is requesting \$10,000,000 in PRO Housing grant funds to support the implementation of a comprehensive housing strategy for addressing local housing needs. While Killeen is listed as a non-priority city [MOU1], this U.S. Department of Housing and Urban Development (HUD) PRO Housing grant should be awarded based on current and city conditions that indicate a strong need for a grant award to fund home repairs, plan for future population growth as a military base city close to the capital city of Austin, and prevent the displacement of residents from a lack of affordable housing options. Waiting until Killeen's affordability challenges are more severe will not only leave behind our most vulnerable residents, it will increase the cost of and magnitude of reversing a larger, avoidable crisis.

Killeen's homeowners and renters experience severe cost burdens and overcrowding. Killeen has experienced a significant growth in population in the last decade that is projected to grow by approximately 20-30% in the next decade, which will outpace the city's affordable housing stock and exacerbate Killeen's current housing issues. Cost burden and overcrowding are disproportionately affecting low-income households, seniors, and veterans. The HUD PRO Housing grant would help the city plan and prepare for increasing population, creating units to mitigate future affordable housing shortages, prevent displacement of current residents, and increase affordable housing stock for low-income households.

The city is committed to addressing the anticipated shortage of affordable housing through a high-quality, multi-faceted approach that will increase production and preservation of affordable housing across Killeen and alleviate cost-burden for low- to moderate-income households. Through this proposal, the City of Killeen aims to expand access to areas of opportunity for vulnerable communities, adopt reforms to increase the city's affordable housing supply, and create policies and incentives that preserve existing affordable units. This proposal includes the following strategies:

- Comprehensive Housing Strategy: Develop a comprehensive housing strategy and 10-year plan to address local affordable housing needs.
- Owner-Occupied Rehabilitation: Relaunch the city's owner-occupied rehabilitation program in North Killeen.
- Affordable Rental Housing Development/Preservation Fund: Establish an affordable rental development and preservation fund to support affordable housing initiatives.
- Anti-Displacement Strategies: Implement anti-displacement strategies to mitigate the effects of gentrification.
- Fair Housing Assessment: Conduct a fair housing assessment to promote equitable access to affordable housing.
- **Blight Mitigation/Demolition:** Implement a blight mitigation program to reduce neighborhood blight and increase quality of life for residents in close proximity.

This proposal responds to the identified barriers, including gaps in available resources for development, deteriorating/inadequate infrastructure, and challenges to housing preservation. The city believes that affordable housing investments will have a positive economic impact on Killeen and stabilize our community. With a PRO Housing grant award, we will make a

significant impact in addressing our residents housing needs. This proposal will deliver the following outcomes in accordance with HUD's strategic goals to:

- Support underserved communities
- Ensure access to and increase production of affordable housing
- Promote homeownership
- Advance sustainable communities

Importantly, the program will give particular focus to census tracts with concentrations of households experiencing cost-burden, owner-occupancy rates that fall below 25%, high concentrations of lower-income individuals and families, and census tracts in North Killeen (a lower-income area) and Downtown Killeen (high vacancies area).

Exhibit B: Threshold Requirements and Other Submission Requirements City of Killeen, TX



Resolution of Civil Rights Matters

The City of Killeen does not have any active or pending cases or violations involving Civil Rights Matters. The City of Killeen does not have any active or pending systemic violations of the Fair Housing Act, or a receipt of cause determination from substantially equivalent state or local fair housing law proscribing discrimination because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, or familial status.

The City of Killeen is not a defendant in a Fair Housing Act lawsuit filed by the United States alleging a pattern or practice of discrimination or denial of rights to a group of persons raising an issue of general public importance under 42 U.S.C. 3614(a).

The City of Killeen reached an Americans with Disabilities Act settlement with the U.S. Department of Justice (DOJ) and is not currently involved in any other lawsuit filed or joined by DOJ. Please see the letter below to contact the DOJ for more information about the specifics of the settlement.



U.S. DEPARTMENT OF JUSTICE - CIVIL RIGHTS DIVISION

For information concerning the status of the American with Disabilities Act Settlement Agreement between the City of Killeen and the Department of Justice, please contact:

Beth A. Esposito
Trial Attorney
U.S. Department of Justice
Civil Rights Division
Disability Rights Section
(202) 598-5998 cell
(202) 305-9775 fax
beth.esposito@usdoj.gov

The City of Killeen is not currently involved in any violations alleging a pattern or practice or systemic violation of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, Violence Against Women Act, or a claim under the False Claims Act related to fair housing, non-discrimination, or civil rights generally including an alleged failure to affirmatively further fair housing. Further, the City of Killeen has not received a letter of findings identifying systemic non-compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974; Violence Against Women Act; or the Americans with Disabilities Act. Further, the City of Killeen has not received a cause determination from a substantially equivalent state or local fair housing agency concerning a systemic violation of provisions of a state or local law prohibiting discrimination in housing based on sexual orientation, gender identity, or lawful source of income.

Other Submission Requirements

Standard Form 424 (SF-424) Application for Federal Assistance

The City of Killeen has completed the SF-424 form required to apply for Federal assistance programs, discretionary Federal grants, and other forms of financial assistance programs. We completed this form and all other required forms and information as directed in this Notice of Funding Opportunity (NOFO).

Assurances (HUD 424-B)

If selected to receive an award, the City of Killeen will comply with U.S. statutory and other requirements, including, but not limited to civil rights requirements. We will submit to HUD assurances of compliance with federal civil rights requirements.

Code of Conduct

If selected to receive an award, the City of Killeen will submit a written code of conduct that complies with the requirements included in the "Conducting Business in Accordance with Ethical Standards" section of the Administrative, National and Department Policy Requirements and Terms for HUD Financial Assistance Awards, as well as any program-specific requirements.

Affirmatively Furthering Fair Housing

If selected to receive an award, the City of Killeen will discuss how we will carry out the proposed activities in a manner that affirmatively furthers fair housing in compliance with the Fair Housing Act and its implementing regulations, and how we will meet the requirements of the definition of AFFH at 24 CFR 5.151.

Physical Accessibility.

The City of Killeen will ensure in-person meetings are held at facilities that are physically accessible to persons with disabilities.

Environmental Review

The City of Killeen complies with environmental justice requirements as set forth in HUD's regulations at 24 CFR parts 50 and 58, which implement the policies of the National Environmental Policy Act (NEPA) and other environmental requirements.

Exhibit C: Need City of Killeen, TX



Narrative Response

The City of Killeen is committed to overcoming local barriers that hinder affordable housing production and preservation and avoiding a citywide affordability crisis. The city has a continuing goal to develop affordable housing that meets the acute need for households with incomes below 100 percent of area median income.

This comprehensive application clearly defines the City of Killeen's critical need for more affordable housing and describes our efforts to identify and address key barriers, including land-use regulations, permitting, and related procedural issues that have contributed to insufficient affordable housing in Killeen. An explosive population growth in recent decades and ongoing need to create affordable housing for active Veterans have contributed to an affordable housing shortage. As of September 2023, the City of Killeen has 747 affordable housing units. This includes housing for individuals, families, and seniors. Nearly 350 affordable housing units are needed annually to keep up with demand.

Removing barriers to allow for assistive housing in more places is critical. Improving zoning and permitting to facilitate the construction of more units citywide frees up older housing stock to be redeveloped into supportive housing. A North Killeen Revitalization program provides permitting fees and can waives certain permits requirements if you are located in the geographic area. The 2022 Comprehensive Plan addresses future land use and zoning with a general focus on neighborhoods.

In 2017, according to Killeen's Consolidated Strategic Plan, 2020-2024, the Killeen Housing Authority converted half (75) of its 145 units to the HUD Rental Assistance Demonstration (RAD) program. The RAD program helps to alleviate the loss of more than 10,000 units annually due to the \$26 billion backlog on 1.2 million public housing units nationwide. The Killeen Housing Authority (TX079) combined HUD Public Housing funding with RAD and Housing Tax Credits to improve affordable housing opportunity in Killeen. Units at the Moss Rose community were not environmentally sound for rehabilitation due to location within 50 feet of the center of an active railroad track [noise] within the flood plain. The housing authority and Developer Housing Solutions Alliance, Inc. purchased land on the east side of Killeen near quality schools, employment opportunities, medical services, transportation, grocery, and retail. The units remain fully occupied and have converted from RAD rent to the Housing Tax Credit rent structure and the units have project-based vouchers, according to the Consolidated Strategic Plan 2020-2024.

In the Housing Tax Credit application cycle (2020), the housing authority and developer took necessary steps to submit and receive approval for the listing of Moss Rose Homes housing complex (the previous public housing unit property) and High View Homes housing complex (the remaining public housing units) as Federal and State Historic Districts. The High View Homes complex was also approved for Housing Tax Credits and Historical Tax Credits to be used for substantial rehabilitation of the 70 units. The most immediate needs of residents of public housing are now considered the needs of very low and extremely low- income persons due to the RAD conversion which include, decent, affordable housing units near transportation, employment, medical services, grocery, and retail services.

Single member (family) renter households outnumber the single-family owner households by four times with single family owner household being only 24% of the combined total of 955 households. The household totals are primarily equal in each income category with exception to Extremely Low Income (ELI) households who have income calculated at 0% to 30% of the area median income at 17% (130 of 770) of the total single member renter households.

Owner single-family households have a higher concentration of ELI and Very Low Income (VLI) households totaling 68% (125/185) of the total single member owner households with 35% (65) of those having 0% to 30% (ELI) of the area median income (AMI) and 32% (60) having \geq 30% to 50% of the AMI. This likely indicates that renter households are younger households below age 62 and the owner households are more likely to be widowed adults beyond age 62 and are living in the housing unit purchased when originally establishing residence in Killeen, according to the Consolidated Strategic Plan, 2020-2024.

Housing assistance varies among owners and renters with renter households likely needing financial assistance with payment of rent and utilities vs. owner households needing housing assistance in basic maintenance and upkeep particularly households with annual income at or below 80% of the AMI. As of December 2019, the housing authority continued to administer a small number of Housing Choice Vouchers/ Section 8 vouchers. Initially authorized 84 tenant-based vouchers, the HA manages "port-ins" whereby a family is authorized a voucher from some other HA [inside/outside of Texas] and receives a small management fee from the issuing HA for ensuring program compliance associated with inspections and annual verifications, according to the Consolidated Strategic Plan, 2020-2024.

As noted in the Consolidated Strategic Plan, the most common housing problems experienced by both owners and renters in Killeen is severe cost burden and overcrowding. Renter households have as much as 81% (625) households of all income levels being over crowed with 1.01-1.5 persons per room. Of those most affected with severe cost burden are renters in the ELI and VLI income categories or 0%-30% AMI (2,490) and >30% to 50% AMI (1,255). These housing problems are most common among persons who are currently experiencing homelessness and are likely to play a major factor in placing households in the at risk of homelessness category, according to the Consolidated Strategic Plan, 2020-2024.

While Killeen is considered affordable when it comes to owning a home, the wages paid by employers who are primarily 'service oriented' businesses like food and retail chains do not pay well enough to pay for homeownership. This results in pushing owners to other employers east of Killeen to I-35 and north and south on the I-35 corridor from Waco to Austin. Lower income individuals and families make Killeen their home because of more affordable rental housing but many units are not in desirable location in the city, near grocery and retail, and there are not enough housing vouchers for the need, so families end up living in units they can barely afford then drive to the south side of town for groceries, entertainment, and retail, according to the Consolidated Strategic Plan, 2020-2024.

Ongoing Acute Affordable Housing Need

Like many cities across the U.S., Killeen, Texas lacks affordable housing and housing production is not meeting the city's acute demand for an increasing population. Killeen, Texas, located in

Bell County, is 55 miles north of Austin, 125 miles southwest of Dallas, and 125 miles northwest of San Antonio. Also, Fort Cavazos is located in proximity to city limits, making Killeen a place for service members to live and commute to the base. Between 1980 and 2020, the city's population grew from 49,307 people to 153,095 people, making it the 17th most populous city in Texas. The city's population is projected to grow annually to reach between 185,000 and 203,000 by 2040, according to the 2022 Comprehensive Plan for the City of Killeen, Texas.

City Demographics and Impacts on Affordable Housing

Killeen, TX Census Data - Housing Burden¹

- 30.2% of Killeen's households living in housing units with a mortgage pay more than 30% of their income for housing.
 - o 10.9% of Killeen's households living in housing units without a mortgage pay more than 30% of their income for housing.
- 60.2% Killeen's households living in rental properties pay more than 30% of their income for housing.

Killeen, TX Census Data – Financial Characteristics²

- Median gross rent is 33.7% of household income Killeen, TX.
- 61.09% of Killeen's households between 15 and 24 years old pay more than 30% of their income for housing.
- 59.82% of Killeen's households between 25 and 34 years old pay more than 30% of their income for housing.
- 50.67% of Killeen's households between 35 and 64 years old pay more than 30% of their income for housing.
- 76.41% of Killeen's households between 65 years old or older pay more than 30% of their income for housing.

According to the 2022 Comprehensive Plan (based on 2020 American Community Survey data), Killeen has 62,287 total housing units and 2,996 new units are needed each year. (Freddie Mac 2020). About 350 new affordable housing units are needed each year. One option, noted in the city's 2022 Comprehensive Plan, is to allow more units to be built on existing properties already served with infrastructure. Despite the clear need for more housing, only 277 permits have been issued in 2023 (as of April), indicating a slow response from the market to address Killeen's growing demand. This shortage has contributed to increased rental prices.

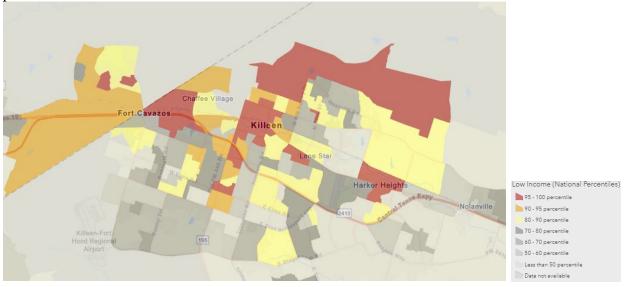
https://data.census.gov/table?t=Owner/Renter+(Householder)+Characteristics&g=160XX00US4839148&tid=ACSDP1Y2022.DP04

¹ DP04 Owner/Renter Characteristics - 2022 ACS 1-yr Estimates. (n.d.). Data.census.gov. Retrieved September 18, 2023, from

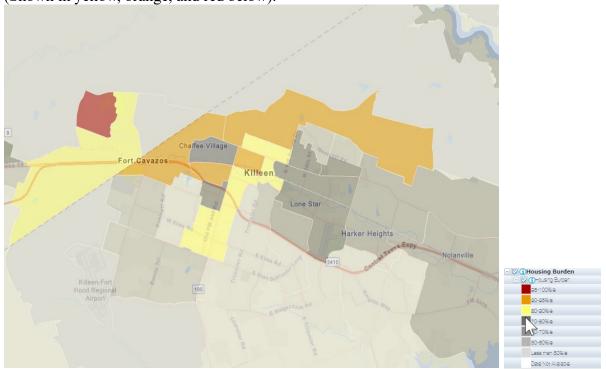
² B25072 Financial Characteristics - 2022 ACS 1-yr Estimates. (n.d.). Data.census.gov. Retrieved September 18, 2023, from

 $[\]frac{https://data.census.gov/table?t=Financial+Characteristics\&g=160XX00US4839148\&tid=ACSD}{T1Y2022.B25072}$

The map below shows Killeen, TX. Census tracts shown in red are within the 5% lowest income tracts in the United States. Areas shown in orange are within the 90th to 95th percentile of the lowest-income tracts in the United States. Areas shown in yellow are within the 80th to 90th percentile of the lowest-income tracts in the United States.³



Much of Killeen experiences a housing burden greater than 80% of United States Census Tracts. (Shown in yellow, orange, and red below).⁴



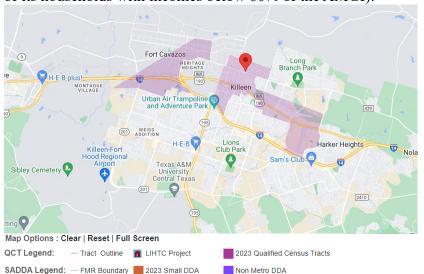
³ Environmental Protection Agency. (n.d.). EPA Environmental Justice Screening Tool. EPA. Retrieved September 18, 2023, from https://www.epa.gov/ejscreen.

⁴ *Ibid*.

The map below is provided as context to show the population density within census tracts in Killeen, TX.⁵



Six census tract are Qualified Census Tracts for LIHTC (to qualify, a census tract must have 50% of its households with incomes below 60% of the AMGI). ⁶



Bell County, TX – Census Tracts Qualified Census Tracts for LIHTC:

223.00 – Population 3,811

226.00 – Population 4,242

228.01 – Population 2,653

229.00 – Population 3,649

232.02 – Population 4,915

235.00 – Population 2,149

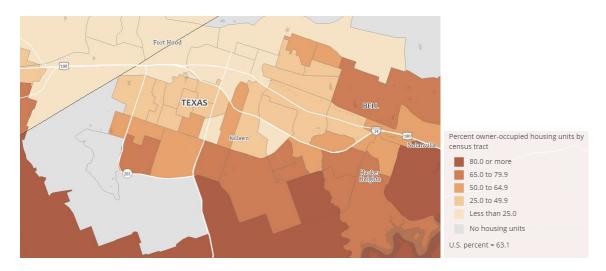
TOTAL: 21,419

Several Census Tracts in Killeen have owner-occupancy rates below 25%, and nearly all of Killeen's census tracts have owner-occupancy rates below the national average of 63.1%.⁷

⁵ U.S. Census Bureau. (2021). 2020 Census Demographic Data Map Viewer - Story Map Series. Census.gov; United States Government. https://mtgis-portal.geo.census.gov/arcgis/apps/MapSeries/index.html?appid=2566121a73de463995ed2b2fd7f f6eb7

⁶ U.S. Department of Housing and Urban Development. (2023, January 1). 2022 and 2023 Small DDAs and QCTs | HUD USER. Www.huduser.gov; United States Government. https://www.huduser.gov/portal/sadda/sadda_qct.html?locate=48027022900

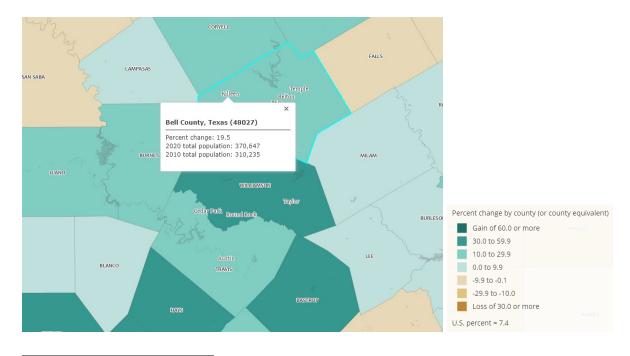
⁷ U.S. Census Bureau. (2021). 2020 Census Demographic Data Map Viewer - Story Map Series. Census.gov; United States Government. https://mtgis-portal.geo.census.gov/arcgis/apps/MapSeries/index.html?appid=2566121a73de463995ed2b2fd7f



Bell County, TX –	Percent owner		
Census Tract Number	Occupied Housing		
231.10	16.2%		
224.05	18.3%		
226	21.3%		
229	24.1%		
235	18.1%		
232.01	0.2%		

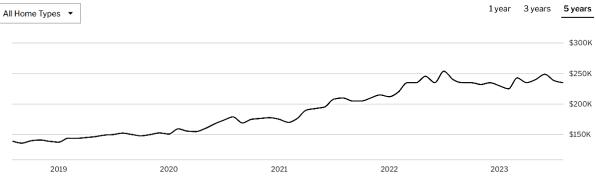
Bell County, in which Killeen is located, has experienced a nearly 20% population increase in the between 2010 and 2020. Neighboring Williamson County's population has increased by 44.1% in the same time period. As the Austin metropolitan area expands, neighboring counties like Bastrop (+31.1%) and Hayes (+53.4%) continue to grow as

well.⁸ As this growth trend continues, Killeen's population is expected to outpace its affordable housing stock.



<u>f6eb7</u>

According to MLS data collected between January 2019 and August 2023, Killeen's median home purchase price increased 67% in just 4.5 years. During the same period, the median home purchase price in the US only 33%. During the same period, median household income in Killeen increased by only 12%.



Based on Redfin calculations of home data from MLS and/or public records

While Killeen has recently been touted as an affordable location, its current median sales price is projected to grow to roughly \$20,000 in the next year to \$271,542. The monthly cost of home ownership with a mortgage (P&I only) in Killeen will rise to \$1,500 – a rate only affordable (based on 30% housing burden) to households earning \$60,000 or more annually. In the past decade, the median household income in Killeen, has effectively decreased by 2% from \$43,074 in 2012 dollars, which is equivalent to \$55,680 in 2022 dollars to \$54,529 in 2022 dollars according to 2022 ACS 1-year estimates.

Rank	Metro Area	Median Sale Price	Days to Pending	1-Year Growth Forecast
1	Killeen, TX	\$252,833	18	7.4%

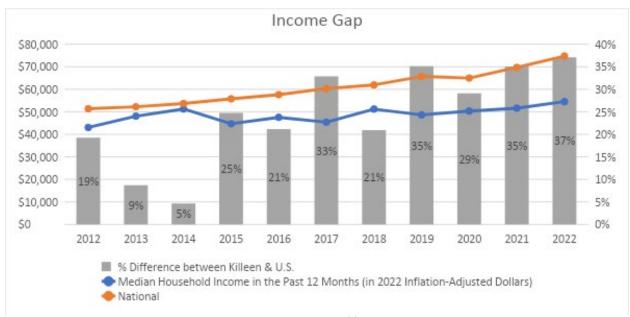
⁹ Killeen Housing Market: House Prices & Trends | Redfin. (2023, August). Www.redfin.com. https://www.redfin.com/city/9939/TX/Killeen/housing-market

¹⁰ FRED. (2023, August). Median Sales Price of Houses Sold for the United States. Stlouisfed.org; United State Federal Reserve. https://fred.stlouisfed.org/series/MSPUS

¹¹ Median Household Income in the Past 12 Months (in 2022 Inflation-Adjusted Dollars) - 2022 ACS. (n.d.). Data.census.gov; United States Government. Retrieved September 18, 2023, from https://data.census.gov/table?q=median+household+income&tid=ACSDT1Y2022.B19013

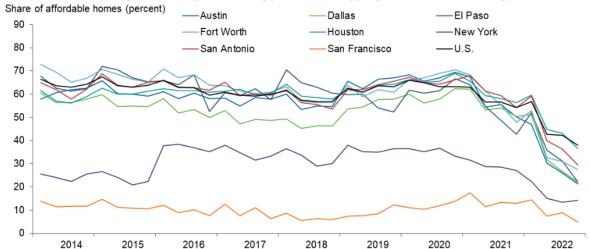
¹² DeJohn, J. (2023, September 5). Best Housing Markets for First-Time Homebuyers – 2023 Study - SmartReads by SmartAsset. Smartasset.com. https://smartasset.com/data-studies/best-places-first-time-homebuyers-2023

ACS. (n.d.). Data.census.gov; United States Government. Retrieved September 18, 2023, from https://data.census.gov/table?q=median+household+income&tid=ACSDT1Y2022.B19013



Throughout Texas, housing affordability is declining. ¹⁴ With mortgage origination rates soaring over 7% at the same time that Killeen's housing prices are expected to rise by 7.9%, the city's accolades as affordable will experience a pendulum swing in the opposite direction.

Chart 2
Texas metros' housing affordability falls during pandemic, dropping below national average

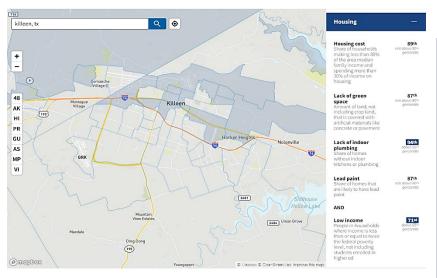


NOTE: The Housing Opportunity Index measures the share of homes sold in an area that would have be affordable to a family earning the local median income, based on standard mortgage underwriting criteria.

SOURCE: National Association of Home Builders/Wells Fargo Housing Opportunity Index.

Federal Reserve Bank of Dallas

¹⁴ Federal Reserve Bank of Dallas. (2023, April 21). Texas' cheap housing edge slipping away as resilient demand outpaces supply. Www.dallasfed.org; Federal Reserve Bank of Dallas. https://www.dallasfed.org/research/swe/2023/swe2304



RACE AND HISPANIC OR	PCT Pop	PCT
LATINO ORIGIN		Poverty
White alone	33.37%	23.12%
Black or African American alone	39.82%	60.33%
Some other race alone	13.09%	9.29%
Two or more races	13.72%	7.26%

- 25% of Killeen's residents live below 125% of the federal poverty level (FPL).
- 31% of Killeen's residents live below 150% of FPL.
- 45% of Killeen's residents live below 90% of Median Household Income.
- 59.3% of Killeen's residents live below 80% of MedianHousehold Income.

Killeen, TX Census Data – Income and Poverty¹⁶

15

- 10% of Killeen's residents live below 50% of the federal poverty level.
- 18.4% of Killeen's Population lives below the federal poverty level.
 - 27.8% of individuals under the age of 18 live below the federal poverty level in Killeen.
 - 21.3% of females live below the federal poverty level in Killeen.
 - Even though individuals who identify as Black or African American make up only about 40% of Killeen's population, 60% of them live below the federal poverty level.



¹⁵ United States Environmental Protection Agency. (2023). Climate and Economic Justice Screening Tool. Geoplatform.gov. https://screeningtool.geoplatform.gov/en/#11.77/38.8412/-104.8178

 $\frac{https://data.census.gov/table?t=Income+and+Poverty\&g=160XX00US4839148\&tid=ACSST1Y}{2022.S1701}$

¹⁶ S1701 Income & Poverty - 2022 ACS 1-yr Estimates. (n.d.). Data.census.gov. Retrieved September 19, 2023, from

Addressing Needs and Barriers to Create Affordable Housing

Multiple barriers must be addressed to produce and preserve more affordable housing in Killeen. A major affordable housing challenge in Killeen is access to funding. Killeen gets \$1.2M in Community Development Block Grant Programs (CDBG) and \$600,000 in HOME this year. General Fund dollars are not available to work towards major projects. The absence of a plan for affordable housing makes it difficult to meet increasing resident needs. Rent is not affordable. Housing cost burden isn't being recognized and mitigated. The most recent development, Station 42 with City employees, is not affordable for those to live there.

Tax credits exit out of eligibility and there is no preservation. The Killeen Housing Authority, https://www.killeenha.org, cannot develop new units. Since Tiffanie McNair's arrival as Executive Director of Community Development, there have only been 2 owner-occupied rehabs. They cost under \$40,000 each, also \$1.7 million in HOME for a current development for 80 units (8 are market rate). TDC at \$23 million. There is also, as previously noted, an ongoing homelessness challenge. The housing authority doesn't have available units to house the unhoused. The city does not have a Fair Housing Center.

The Avante Project is in the LIHTC pipeline—senior development (80 units mentioned above). Public Works — water lines were clay and they are starting to collapse and need to be rebuilt. This would be in the North End and would need infrastructure funding. Data shows that the cost of living in Killeen with housing, gas, food, and other estimates, sits at about \$1,400 a month.

The state average in Texas is more than double. The Housing Affordability Index in Killeen is 161, according to the 2022 Comprehensive Plan. An index greater than 100 indicates that homes are affordable. An HAI below 100 indicates homes are less affordable and median income is insufficient to purchase a home with a median value. Based on 2022 American Community Survey data, 40% of Killeen residents own their homes and 60% rent. Ownership levels are lower than the region and state. The median gross monthly rent between 2017-2021 was \$989.00, according to U.S. Census data.

The 2022 Killeen Comprehensive Plan notes that Killeen has a higher affordability index than the other communities in the region. However, many residents are not satisfied with the existing housing market. Affordability is not the only factor considered by community members. Among other factors are diverse neighborhoods with character that residents can take pride in encouraging the maintenance of their homes. Killeen, however, still has the same percentage of 30-90+ day delinquent homeowners as Houston. This is a lot compared to how big Houston is. Killeen has many homes that are for sale or have been foreclosed upon. HUD.com reports 250 current foreclosure listings in Killeen. The number of vacant homes has risen to 4%, which could be due to the proximity of Fort Cavazos and the constant revolving door the city plays with military members. Approximately 20 to 25 percent of military personnel are transitioning in and out each year. A 2019 Killeen Growth study noted that the city and the region's economy are largely dependent on the activities of Fort Cavazos and its 36,000 military personnel. Over the past 17 years, Fort Cavazos' population has experienced significant fluctuations, closely linked with the nation's war fighting activities around the globe.

Exhibit D: Soundness of Approach City of Killeen, TX



Narrative Response

The City of Killeen has assembled a high-quality, multi-faceted approach to increase the production and preservation of affordable housing across Killeen over a 10-year period, as detailed in the following pages. The city will employ two broad strategies to address barriers to affordable housing in targeted communities. The approach includes the development of a housing policy plan and implementation of the plan to add more affordable units to the overall housing market. Affordable housing has been a top priority for the city for a number of years and HUD's PRO Housing grant opportunity will help catalyze the city's comprehensive planning effort. The programs and initiatives outlined in this section are consistent with HUD's overarching priority to increase equity and also promotes the following HUD strategic goals:

- Support underserved communities
- Ensure access to and increase production of affordable housing
- Promote homeownership
- Advance sustainable communities

To address rising housing costs and the overall lack of quality affordable housing in Killeen, the City of Killeen intends to develop and implement targeted initiatives that ensure the availability and preservation of affordable housing in the city. We believe such initiatives are timely and critical as many of Killeen's residents are currently experiencing housing cost-burden. With the recent growth in the city's population over the last decade, this issue has the potential to become a major problem should we delay in being proactive. Thus, the City of Killeen seeks to develop a comprehensive housing strategy that will serve as a 10-year strategic plan to address local housing needs with a particular focus on affordable housing development and preservation. The goal of the city is to identify opportunities to put more affordable units on the market while also ensuring that the city's aging housing stock remains safe, livable, and affordable. To do this, the City of Killeen will work to expand access to areas of opportunity for vulnerable communities, adopt progressive housing policies that increase its affordable housing supply, and create incentives that preserve existing affordable units. Below are some of the initiatives and strategies that the City of Killeen will undertake:

- Comprehensive Housing Strategy and 10-year Plan. This plan will serve as a guiding framework to support the City of Killeen in addressing local housing needs while also ensuring it provides adequate affordable housing options to the city's residents through an equitable planning process.
- Owner-occupied Rehabilitation (North Killeen). The City of Killeen will relaunch its owner-occupied rehab program that offers deferred forgivable loans to eligible homeowners for health and safety repairs to their homes.
- Affordable Rental Housing Development/Preservation Fund. The City of Killeen will establish a dedicated fund to support affordable housing initiatives. This fund will provide a flexible source of local funding that can be leveraged with other public, private, and philanthropic investment sources to address critical affordable housing needs without diverting funds from other city priorities.
- Anti-displacement Strategies. The City of Killeen will mitigate the effects of gentrification, particularly the displacement of low-income residents and senior residents through tax exemptions, foreclosure assistance, and stronger preservation of Naturally Occurring Affordable Housing (NOAH).

- Fair Housing Assessment. The City of Killeen will conduct an assessment to ensure that its policies and programs are in compliance with federal fair housing laws and will determine ways to better promote fair and equitable access to housing for all its residents.
- **Blight Mitigation/Demolition.** The City of Killeen will implement a blight mitigation program to reduce neighborhood blight and increase the quality of life of residents in closest proximity to unmaintained, distressed, or abandoned properties. Through this program, the city will acquire and demolish blighted, unmaintained, and uninhabitable properties.

At the City of Killeen, we recognize that the delivery of affordable housing to low- and moderate-income families requires a variety of activities to address key housing needs. The initiatives that are outlined above comprise a set of city-led actions that will help to achieve the overarching goal of expanding affordable housing in Killeen. To develop the comprehensive housing strategy and 10-year plan, the City of Killeen will use a data-driven approach that incorporates quantitative and qualitative data including housing supply trends over time as well as stakeholder input from community members, housing advocates, and local agencies. The City of Killeen will first conduct a housing needs assessment to understand existing and future housing needs and market conditions that affect affordability, homelessness, vacancy rates, and homeownership rates. The assessment will also identify Killeen's most critical housing challenges and will review the city's existing housing programs and policies to identify areas for improvement and inform the development of new initiatives.

The city will also conduct a stakeholder engagement process that gathers and incorporates feedback from residents, particularly those from underserved communities, to reflect their housing concerns. Additionally, the city will collect input from community organizations, housing developers, housing advocacy organizations, business leaders, and others we deem critical to the planning process. After defining Killeen's housing assets and challenges, the city will develop potential solutions and housing strategies that are informed by the housing needs assessment and stakeholder engagement. This process will culminate into a report that includes findings, recommendations, and short and long-term strategic goals that will support the city in meeting its housing objectives. The five remaining initiatives that are outlined will be embedded within the plan and will be implemented over a 10-year timeline. The tools, stakeholders, and resources required to advance the plan will also be included.

The City of Killeen seeks to relaunch and expand its owner-occupied rehabilitation program in an effort to preserve affordable units and prevent the displacement of long-time residents in the North Killeen neighborhood. The goal of the program is to help maintain the affordability of homeownership by ensuring that qualified homeowners can make necessary repairs and rehabilitation that improve the overall safety and livability of their homes, while also allowing them to age in place. The city currently offers a housing rehabilitation program; however, assistance through the program is provided based on available funding. The city fears there may be unmet need for services for seniors and individuals with disabilities resulting from recent population growth. Through the relaunch and expansion of the program, the City of Killeen will support additional major repairs to the existing structure of homes that address their health, safety, and efficiency.

Qualified rehabilitation activities will include structural repairs, heating and plumbing system repairs, weatherization, accessibility improvements as well as lead treatment and removal of other home hazards. Funds for the program will be disbursed in the form of deferred forgivable loans. The City of Killeen will put a 5-year lien on the resident's property that will be forgiven at 20% per year at a zero-percent interest rate with payments deferred and ultimately forgiven at the loan's maturity. The prorated remaining balance will be due immediately should a homeowner sell, transfer ownership, or fail to maintain the property as a primary residence prior to the loan's maturation. The clause is to ensure the homeowner's continued occupancy of the property, while also promoting long-term affordability.

This rehabilitation program will service Killeen's most vulnerable populations, including lowincome homeowners, seniors, and disabled individuals. Vulnerable populations such as these typically face limited housing choices due to low or fixed incomes. Such homes tend to have deteriorating or inadequate infrastructure which can be potentially hazardous to the health and safety of their dwellers. The City of Killeen will conduct a needs assessment to determine the appropriate program design for the relaunch that allows us to prioritize underserved communities in Killeen with the greatest unmet needs. The City of Killeen will establish a dedicated affordable housing fund to address the housing needs of low- to moderate-income households in the city. The fund will provide grants to eligible organizations and agencies to generate additional investment in affordable housing, prioritizing projects that increase housing opportunities in areas with access to public transit, jobs, public services, and other essential amenities. It is our hope that such a fund will incentivize further investment from private and philanthropic entities. Eligible programs will include those that provide assistance through production, acquisition, rehabilitation, and/or preservation of affordable housing in Killeen. Ultimately, the City of Killeen wants to develop this fund into a permanent and annual renewable source of revenue to meet the city's housing needs for low- to moderate-income households. Investments supported by the affordable housing fund will include:

- Property acquisition, preservation, and pre-development loan funds for affordable housing partners
- Gap financing for development projects receiving local, state or federal funding or equity investments including HOME, LIHTC, and CDBG funds.
- Equity support for small and emerging developers of color developing affordable housing in Killeen
- Mixed-income housing developments that create economically diverse communities
- Affordable housing projects located near public transit hubs that promote greater accessibility for vulnerable residents

The Killeen Economic Development Corporation advances a number of projects in Killeen that stimulate the local economy. This includes the creation of competitive wage jobs, investment in public infrastructure, and diversification of Killeen's economic base. This is all done to improve the quality of life for residents in Killeen. We recognize that such investment in the local economy may sometimes result in displacement of low- and moderate-income residents and small businesses in areas closest to investment hubs and affordable transit-connected areas. Moreover, displacement tends to have a disproportionate effect on people of color and can perpetuate areas of concentrated poverty. To mitigate this, the City of Killeen will invest in a tax exemption program that preserves affordable housing units for households in opportunity areas

while also preventing displacement of longtime residents who may struggle to keep up with rising housing costs.

Bell County, in which Killeen is located, operates a residence homestead exemption program that limits the increases of the total assessed value of a property to 10% from year to year for vulnerable populations. The City of Killeen would like to introduce a local exemption. This tax exemption will allow multifamily property developers to claim an exemption for any portion of their units that are at a level affordable to low-moderate-income households within opportunity areas in Killeen including its downtown district. We believe this would encourage the development of more affordable multifamily housing while also providing more housing opportunities for vulnerable renters.

In 2015, the City of Killeen's Department of Community Development produced an analysis on impediments to fair housing choice. Through this process, the city conducted a systematic review of its implementation of fair housing planning responsibilities and examined how policies and practices affect fair housing choice and the affordability and accessibility of local housing. One observation found in the report was that the lowest income and highest levels of poverty were concentrated in areas that housed a majority of Black or Hispanic residents. The report documented economic and racial disparities among Killeen's residents but did not find severe impediments to fair housing in Killeen. This analysis allowed us to develop a Fair Housing Action Plan focused on maintaining and promoting awareness of fair housing laws among residents.

An updated fair housing assessment as a follow-up to this report would be valuable as the City of Killeen assembles our comprehensive housing strategy and 10-year plan. This assessment would be particularly timely following the recent COVID-19 pandemic. The pandemic played a major role in further exacerbating financial hardships for residents in Killeen and had a disproportionate impact on low-income families and people of color. Through the assessment, the city will identify fair housing challenges that may have arisen as a result of the pandemic or that were further exacerbated by it. The assessment will also identify solutions that help eradicate concentrated areas of poverty and reduce disparities in housing access for marginalized communities in Killeen. The presence of blighted, distressed, and abandoned properties poses a threat to the quality, safety, and value of Killeen's neighborhoods. Thus, the City of Killeen will implement a blight mitigation program to promote greater community stability. The city will acquire and demolish blighted properties to create opportunities for reuse or new development. The program will prioritize the demolition of the following properties:

- Properties that pose a threat to public safety or neighboring properties
- Properties that have received multiple nuisance complaints
- Properties that have been abandoned or neglected for an extended period of time
- Properties that are inhabitable or beyond rehabilitation

The city will give notice of non-compliance and property owners will be granted adequate time and opportunity to address violations prior to the city's involvement. This program will help to increase property values and the local tax base and will also enhance the health of Killeen's housing market.

Through the years, the city has carried out several initiatives to reduce residential and commercial blight. In 2017, the city introduced a beautification program, Clean '17, to concentrate code enforcement efforts by neighborhoods. The city was divided into nine zones and code enforcement officers canvassed each zone to identify code violations. In that year, the city performed over 1,000 inspections and identified nearly 1,000 violations. In 2020, the City of Killeen adopted the Vacant Structure Registration Ordinance to reduce blight and improve property values in Downtown Killeen. The ordinance requires owners of vacant buildings within the Historic Overlay District to register their property, pay an annual registration fee, and maintain care of their property. We believe the approach outlined in this section aligns with PRO Housing's national objectives to facilitate activities that benefit low- and moderate-income households, prevent and eliminate blight, and meet other community development needs. Our approach also sufficiently aligns with eligible activities within the NOFO.

Geographic Scope

The City of Killeen's geographic scope extends the city's entire jurisdiction; however, particular focus will be given to the following census tracts:

- Census tracts that have concentrations of households that are experiencing severe costburden (paying more than 50% of their monthly gross income for rent)
- Census tracts where owner-occupancy rates fall below 25 percent
- Census tracts that have high concentrations of low-income people
- Census tracts in North Killeen
- Census tracts in Downtown Killeen

According to a recent needs assessment analysis from the City of Killeen's Community Development Department, 19 census tracts in Killeen's jurisdiction have high concentrations of lower income individuals. Additionally, six of 28 census tracts in Killeen contain 10% or more of the total households in the area with severe cost burden. Several census tracts in Killeen have owner-occupancy rates below 25% and nearly all of its jurisdiction have rates below the national average. Moreover, residential units in these neighborhoods tend to be older with significant upgrade needs and have typically much lower median values than units in neighboring census tracts. The combined average percent of low- to moderate-income households in North Killen is 66 percent. It is an area where there are both residential and commercial vacancies and few commercial businesses. Results from a 2020 community survey indicated that community members would like to see updates to housing, commercial development, business assistance, public facility, and infrastructure improvements. In Killeen's historic Downtown district, there is a 70% vacancy rate in downtown properties; however, a number of minority-owned businesses are located in the area. Many of the housing units in the outlying areas of the downtown district are pre-1979 units with greater likelihood of repair and efficiency needs.

Key Stakeholders

To address affordable housing needs and implement comprehensive housing strategies, key stakeholders play pivotal roles. These stakeholders will include:

• <u>Local Government and Municipal Authorities</u>: Municipalities and local government agencies are crucial stakeholders as they often initiate and oversee housing programs, allocate funds, and enact policies that shape the housing landscape.

- <u>Community Residents and Organizations:</u> The residents themselves are vital stakeholders. Their input, needs, and concerns should be considered throughout the process. Community organizations and advocacy groups also play a role in representing the interests of residents.
- Real Estate Developers: Developers involved in affordable housing projects are essential stakeholders. Their expertise and collaboration are critical for constructing, renovating, and maintaining affordable housing units.
- <u>Financial Institutions:</u> Banks and financial institutions that provide funding or loans for housing initiatives are key stakeholders. Their support is often necessary for the successful implementation of affordable housing programs.
- <u>Nonprofit Organizations:</u> Nonprofits, including housing advocacy groups and organizations focused on community development, often actively participate in or lead efforts to address housing challenges.
- <u>Educational Institutions</u>: Universities and research institutions may contribute by providing expertise, research, and data analysis to inform housing policies and strategies.
- <u>Private Sector Businesses:</u> Local businesses can be impacted by changes in housing conditions and can contribute to community development efforts. Their involvement may include job creation, sponsorships, or supporting community programs.
- <u>Planning and Zoning Authorities:</u> These authorities are involved in shaping land use policies, zoning regulations, and urban planning. Collaboration with them is crucial for implementing effective housing strategies.
- <u>Social Services Agencies</u>: Agencies providing social services, such as mental health support, childcare, and education, are important stakeholders. Accessible housing is closely linked to the overall well-being of residents.
- <u>State and Federal Government Agencies:</u> Beyond local government, state and federal agencies, such as HUD, are significant stakeholders, often providing funding, guidance, and policy frameworks for affordable housing initiatives.

Collaboration and engagement among these diverse stakeholders are essential for the success and sustainability of comprehensive housing strategies.

Furthering Fair Housing

Affirmatively furthering fair housing is a core component in the City of Killeen's proposal and is embedded in multiple aspects of our approach. This is featured is through one of the city's five initiatives – conduct a fair housing assessment. Through the fair housing assessment, the city will ensure that any new housing projects or activities that are implemented promote fair and equitable access to housing for all Killeen's residents. The city's 2015 fair housing choice report revealed that there are racially concentrated areas of poverty in Killeen that need to be addressed. Through our outlined approach – and in conjunction with other key planning initiatives, such as Killeen 2040, KEDC's Economic Development Policy – the city will transform these areas into resource rich communities that offer access to educational, economic, and job opportunities. Killeen will also affirmatively further fair housing requirements by incorporating of anti-displacement strategies. The city wants to support vulnerable communities that have been historically excluded by ensuring they have the ability to choose where they live without that choice infringing on their quality of life. The initiatives outlined in our proposal will protect vulnerable Killeen residents against displacement and inadequate housing conditions and will increase affordable housing options for historically disadvantaged groups.

Budget and Timeline

Project	Description	Cost Per	Units	Total	Duration
Develop a	This plan will serve as a	\$350,000	1	\$350,00	Q3 '24 –
comprehensive	guiding framework for the city			0	Q2 '25
housing	to address housing needs and				
strategy and	ensure it provides adequate				
10-year plan.	affordable housing options via				
	an equitable planning process.				
Conduct a fair	This assessment will ensure	\$250,000	1	\$250,00	Q3 '24 –
housing	policies and programs are in			0	Q2 '25
assessment.	compliance with federal fair				
	housing laws and determine				
	additional means of promoting				
	fair, equitable housing access.				
Create an	This dedicated fund will	~\$16,667	300	\$5,000,0	Q3 '24 –
affordable	support affordable housing			00	Q4 '27
rental housing	initiatives and provide a flexible				
development	source of local funding that can				
preservation	be leveraged with other public,				
fund.	private, and philanthropic				
	investment sources to address				
	critical affordable housing				
	needs without diverting funds				
70.00	from other city priorities.	* * * * * * * * * *	20	400000	00/01
Pilot an owner-	The City of Killeen will create	\$40,000	20	\$800,00	Q3 '24 –
occupied	an owner-occupied rehab			0	Q4 '26
rehabilitation	program that offers deferred				
program.	forgivable loans to eligible				
	homeowners for health and				
I	safety repairs to their homes.	¢50,000	22	¢1 (00 0	02 (24
Invest in	The City of Killeen will expand access to affordable	\$50,000	32	\$1,600,0	Q3 '24 –
homeowner-				00	Q4 '29
ship programs for low-and	homeownership through a				
moderate-	combination of housing counseling, forgivable loans,				
income	down payment assistance and				
households.	other subsidies.				
Blight	Implement a blight mitigation	\$20,000	50	\$1,000,0	Q3 '24 –
mitigation and	program to reduce	4_0,000		00	Q4 '29
demolition	neighborhood blight and				
	increase quality of life for				
	residents in close proximity.				
Administration	2 employees with salary and	\$100,000	10	\$1,000,0	Q1 '24 -
	benefits for program	ĺ		00	Q4 '29
1		1			~
	administration for 5 years				

Exhibit E: Capacity City of Killeen, TX



Narrative Response

Tiffanie McNair, the Executive Director of Community Development for the City of Killeen, joined the city in June 2023 and has set forth an ambitious vision for the future of affordable housing as a critical part community development. Of the 7 staff currently working within Community development, 5 are dedicated full-time to the planning and administration of affordable housing programs, with the remaining 2 administering Youth Program and ADA compliance. This proposal would expand the capacity of the housing-affordability-focused staff by 40%, providing a robust set of programs to prevent and mitigate future spikes in housing vulnerability is Killeen. The additional two full-time staff would work under the Executive Director of Community Development and the Community Development Administrator to leverage partnerships with likewise aligned housing-conscious institutions to create and manage programs that will increase and retain homeownership in the city's most underserved census tracts. Please refer to the following section on Leverage.

The City of Killeen continues to seek and develop several stakeholder relationships and partnerships in an effort to leverage additional funds that enable the production and preservation of affordable housing and remove key barriers to preserving affordable housing. Those stakeholders include:

- Fort Cavazos Habitat for Humanity: A current partnership focused on land acquisition for the development of affordable homeownership for the low-to-moderate income population of Killeen. (awarded \$456,007.00 of COK HOME entitlement funds).
- Mad House Development: A current partnership for the development of a 108-unit rental housing complex for Seniors. Funding includes 1.7 million from the City of Killeen HOME entitlement funds, along with \$16 million of LIHTC funds from Texas Department of Housing and Community Affairs (TDHCA). The city seeks to continue its partnership with Mad House Development on a planned development for Family units
- Cove House(Homeless Shelter): A developing partnership, per the Homeless and Mental Health Strategic Plan recommendations, with Cove House as the encouraging homeless service organization to develop its own housing stock. Cove House has expressed an interest in becoming a CHODO (Community Housing Development Organization) to develop affordable housing.
- In addition, the city has initiated meetings with Central Texas Alcohol Rehabilitation on partnering with developers for the construction of permanent supportive Housing.

Other community partners who have played a significant role assisting in the development of Killeen's 2022 Comprehensive Plan and 2015 Analysis of Impediments to Fair Housing Choice:

Bell County Central Texas College Central Texas Council of Governments Fort Cavazos Greater Killeen Chamber of Commerce Killeen Economic **Development Corp** Killeen Independent **School District** Texas A&M Central TX Central Texas 4C Inc. Kingdom Visions

- · City of Killeen -Community Devt.
- Jesus Hope and Love Mission
- Communities in Schools Fort Cavazos
- Bell County Mental Health Indigent Program • Gateway Loans
- Bell County Human Services Help Center
- Central Texas Youth Services Independent **Living Program**
- Killeen Police Dept.

- First National Bank Families in Crisis
- Hill Country Community Action
- DPW Housing Div.- Praise Fellowship
- Wells Fargo
- Stanton Realty Group• Greater Killeen Free
- · Cloud Real Estate
- Killeen Housing Authority
- CCR Properties

- Purple Sparrow Counseling
- Church
- Bell County Habitat for Humanity

 - Clinic
- AYADD Outreach
- Noon Lions Club
- The Releford Group Whispering Hills Apts
 - Lone Star Realty

Exhibit F: Leverage City of Killeen, TX



Narrative Response

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- In addition, the city has initiated meetings with <u>Central Texas Alcohol Rehabilitation</u> on partnering with developers for the construction of permanent supportive Housing in Killeen.

Other community partners who have played a significant role assisting in the development of Killeen's 2022 Comprehensive Plan and 2015 Analysis of Impediments to Fair Housing Choice, include:

- Bell County
- Central Texas College
- Central Texas Council of Governments
- Fort Cavazos
- Greater Killeen Chamber of Commerce
- Killeen Economic Development Corporation
- Killeen Independent School District
- Texas A&M Central Texas

We also leverage the many community partners listed in **Exhibit E: Capacity**

Exhibit G: Long-term Effect City of Killeen, TX



Narrative Response

The Comprehensive Housing Strategy, with its 10-year plan, envisions a community with enduring access to affordable housing, fostering stability and economic growth. This initiative aims for a sustained increase in affordable housing options, creating a resilient foundation for the community's long-term prosperity. As families find secure and affordable homes, the ripple effects are expected to resonate for years, contributing to thriving, cohesive neighborhoods. The suite of programs, from owner-occupied rehabilitation to blight mitigation, collectively seeks to establish a lasting legacy of improved living conditions and community resilience. By addressing housing challenges comprehensively, the proposal envisions neighborhoods where residents feel a sense of pride and belonging. Through anti-displacement strategies and fair housing assessments, it aspires to create an equitable housing landscape that stands the test of time. Ultimately, these initiatives are not just about immediate improvements but aim to shape a sustainable and inclusive housing ecosystem that benefits generations to come.

Killeen, Texas faces an acute urgency to meet community development needs as existing conditions pose a serious and immediate threat to the health or welfare of the community. Killeen lacks affordable housing and housing production is not meeting the city's demand for an increasing population. Bell County, in which Killeen is located, has experienced a nearly 20% population increase between 2010 and 2020. According to the city's 2022 Comprehensive Plan (based on 2020 American Community Survey data), Killeen has 62,287 total housing units and 2,996 new units are needed each year. (Freddie Mac 2020). As this growth trend continues, Killeen's population is expected to continue outpacing its affordable housing stock.

The City of Killeen is committed to successfully preventing an impending affordable housing crisis and meeting the needs of the population growth rate. Upon completion of grant-funded activities, the city will have created a citywide neighborhood framework, diversified the housing mix, developed and built complete neighborhoods, updated and enforced design standards to enhance the quality of buildings, infrastructure, and neighborhoods, shifted the market to include existing housing for efficiency and sustainability, and prioritized delivering housing for those in need. Project achievements, upon completion of grant-funded activities, implementation of 5 major programs.

- Develop a comprehensive housing strategy and 10-year plan.
- Reestablish the Owner-Occupied Rehabilitation Program.
- Create an affordable housing fund.
- Invest in homeownership programs for low-and moderate-income households.
- Invest in anti-displacement strategies.
- Conduct a fair housing assessment.

Promoting assistive housing in diverse locations will be important in addressing the affordable housing barriers Killeen residents face. A positive side effect of making it easier to build more units citywide is that it frees up older housing stock to be redeveloped into supportive housing. Existing programs will be utilized to ensure that funded activities enable the production and preservation of affordable housing units long after the grant's period of performance. Such programs include:

1. The North Killeen Revitalization Program with permitting fees, which allows waivers of certain permits for applicants in a designated geographical area.

- 2. Providing infrastructure funding for the Avante Project in the LIHTC pipeline–senior development.
- 3. The Owner-Occupied Rehabilitation Program allows qualified homeowners to make necessary repairs and rehabilitation that improves the overall safety and livability of their homes while ensuring sustainability and continued homeownership affordability.

In addition, efforts will include initiatives as outlined in the Killeen <u>2020 Comprehensive Plan</u> which was approved in 2022.

- 1. <u>Fiscally-Responsible Growth:</u> The plan emphasizes prudent financial management to ensure sustainable growth.
- 2. <u>Positive Community Culture and Environment:</u> A focus on creating an inclusive and thriving community culture, while also nurturing a cleaner and greener environment.
- 3. <u>Downtown Revitalization:</u> Notable achievements here include the establishment of a permanent police substation downtown, increased police presence, community engagement initiatives, and a vibrant program in Historic Downtown.
- 4. <u>Safe, Affordable, & Efficient Transportation:</u> Efforts include updates to the Thoroughfare Plan, shared use path regulations, and standards to enhance transportation efficiency and affordability.
- 5. <u>Vibrant Neighborhoods:</u> Overhauls in design and construction standards aim to improve the quality and appearance of residential and commercial buildings, along with enhancements to roads, streets, trails, and parks. Additionally, measures to address homelessness through temporary housing are underway.
- 6. <u>Local Businesses:</u> The plan promotes and supports local businesses as integral elements of Killeen's economic landscape.

Each grant-funded activity will be developed and achieved through the lens of equity and sustainability. Measurable outcomes will be used and assessed to ensure continued long-term sustainability and growth.

Facing and Overcoming Roadblocks

A major affordable housing barrier in Killeen is access to funding for major projects and the inability to keep pace with increasing resident needs. General Fund dollars are not available to work towards major projects. The absence of a plan for affordable housing makes it difficult to meet increasing resident needs. Rent is not affordable. Housing cost burden isn't being recognized and mitigated. An explosive population growth over the past four decades and ongoing need to create affordable housing for active Veterans have contributed to an affordable housing shortage. In addition, efforts have identified and will continue to address other key barriers contributing to insufficient affordable housing in Killeen, including issues with land-use regulations, permitting, and other related procedural issues. Removal of these barriers, with a continued effort to identify others, will result in more resilient housing and sustained production.

The proposed grant-funded activities and the solutions to address and mitigate the need for more affordable housing in Killeen, as noted in the city's <u>2022 Comprehensive Plan</u>, will counteract known barriers. The 2022 Comprehensive Plan solutions include:

- 1. Creating a citywide neighborhood framework
- 2. Enforcing existing codes
- 3. Diversifying the housing mix (types and price points)

- 4. Building complete neighborhoods
- 5. Updating design standards to enhance the quality of buildings, infrastructure, and neighborhoods
- 6. Shift the market to include existing housing
- 7. Focusing on delivering housing for those in need. Rising homelessness is a concern nationwide and in Killeen.

The City of Killeen has made significant progress and a commitment to overcoming local barriers that increase affordable housing production and preservation. With assistance from the PRO Housing Grant, Killeen will be poised to counteract the persistence of currently identified barriers. A critical measure will be the development of a comprehensive housing strategy and 10-year plan. To ensure persistent barriers are addressed and long-term goals are achieved, the City of Killeen will use a data-driven approach that incorporates quantitative and qualitative data, including housing supply trends over time as well as stakeholder input from community members, housing advocates, and local agencies. The City of Killeen will first conduct a housing needs assessment to understand existing and future housing needs and market conditions that affect affordability, homelessness, vacancy rates, and homeownership rates. The assessment will also identify Killeen's most critical housing challenges and will review the city's existing housing programs and policies to identify areas for improvement and inform the development of new initiatives.

Reducing Housing Burden Without Increasing Other Costs

More than 60% of Killeen's residents are renters. Unaffordable rent impacts the majority of residents creating a widespread housing cost burden for renters. And for homeowners, with mortgage origination rates soaring over 7% at the same time that Killeen's housing prices are expected to rise by 7.9%, the city's accolades as affordable will experience a pendulum swing in the opposite direction. Lower income individuals and families make Killeen their home because of more affordable rental housing but many units are not in desirable location in the city, near grocery and retail, and there are not enough housing vouchers for the need. Families end up living in units they can barely afford, then drive to the south side of town for groceries, entertainment, and retail.

The 2022 Comprehensive Plan addresses future land use and zoning with a general focus on neighborhoods. The City of Killeen is focused on prioritizing the need for identifying existing and available sites that provide affordable housing units near public transportation, employment, medical services, grocery, and retail services. The City of Killeen will also conduct a stakeholder engagement process that gathers and incorporates feedback from local residents, particularly those from underserved communities, to reflect their housing concerns. The City of Killeen will also collect input from community organizations, housing developers, housing advocacy organizations, business leaders, and others we deem critical to the planning process. The City of Killeen will establish a dedicated affordable housing fund to address the housing needs of low-to moderate-income households in the city. The fund will be to provide grants to eligible organizations and agencies to generate additional investment in affordable housing, prioritizing projects that increase housing opportunities in areas with access to public transit, jobs, public services, and other essential amenities. Each grant-funded activity will be developed and achieved through the lens of equity and sustainability. Measurable outcomes will be used and assessed to ensure continued long-term sustainability and growth.

A Model for Other Communities

Like many cities across the U.S., Killeen, Texas lacks affordable housing and housing production is not meeting the city's acute demand for an increasing population. The city's proposal represents a model for other communities through efforts to:

- Create cost-effective support services
- Permit waivers
- Address future land use and zoning with a general focus on neighborhoods with accessibility to transportation, employment, medical services, grocery, and retail services
- Increase funding and resources to produce and preserve more affordable housing
- Increase efficiency of existing programs
- Use existing infrastructure for affordable housing development

Environmental Risks and Community Resilience

Killeen experiences environmental risks that can be disruptive to the community. The city is located in a part of Texas that experiences a humid subtropical climate, with hot, muggy summers and short, cold, and windy winters. Temperatures can vary from 40 degrees Fahrenheit to over 96 degrees Fahrenheit and even over 102 degrees Fahrenheit. During the summer season, Killeen can experience severe heat waves. For instance, this past summer, Killeen experienced a dangerous "heat dome" effect that pushed daily high temperatures to over 100 degrees Fahrenheit with heat indexes reaching into the 110s. Dangerous temperatures are a significant environmental and health risk for city residents, especially those living in homes without A/C, outdoor workers, incarcerated people, people experiencing homelessness, elderly, pregnant women, young children, and people with chronic diseases and disabilities. These dangerous heat waves will become more frequent, and the affordable housing plan aims to address this environmental risk as well as consider heat waves, floods, and droughts in planning new housing units and retrofitting older ones to meet better utilities efficiency standards (for example, water conservation, energy efficiency). The city is also prone to droughts, tropical storms, and even the occasional severe winter storm, such as the freeze that impacted the city in February 2021.

Climate change will only increase the number, frequency, and intensity of extreme heat waves, which the city will need to prepare for in its affordable housing plan. Any new and improved housing as part of Killeen's affordable housing stock will consider these environmental risks and adverse climate change impacts, including longer and hotter heat waves, severe winter freezes, periods of drought, and precipitation extremes. The city's affordable housing plan will incorporate community resilience by incorporating retrofits of existing housing stock to be more energy efficient, install air conditioning, have window screens, and plant vegetation to cool the area and provide shade. Additionally, new housing stock would be built according to standards known to be more resilient for extreme heat as well as energy efficiency, paving materials that do not absorb as much heat, and incorporating natural vegetation for shade. The city is already thinking about how to be more sustainable and environmentally conscious, especially in this warming climate. For example, Killeen's 2020 Comprehensive plan includes a focus on creating an inclusive and thriving community culture while also nurturing a cleaner and greener environment. Development policies aim to preserve, enhance, and recover valuable natural resource assets in a manner that balances both function and placemaking.

As noted in the <u>2020 - 2024 Consolidated Strategic Plan</u>, the most common housing problems experienced by both owners and renters in Killeen is severe cost burden and overcrowding. Our vision for success is realistic, reasonable, and based on major efforts to analyze, strategize and develop sound solutions to address and mitigate the need for more affordable housing.

HUD's PRO Housing Grant opportunity will propel Killeen's comprehensive planning efforts to encourage small and incremental development and partner with existing residents, entrepreneurs, and local builders and contractors to repurpose existing buildings and construct new buildings on vacant parcels. Including the diversification of the types and price points of housing and commercial options in the city to ensure residents and business owners can find property that fits their price range. More high-quality options at the more affordable end of the spectrum as well as higher value properties to retain those who have not found these options in Killeen currently. With prioritized implementation of incremental enhancement plans in neighborhoods with unmet needs, the city can preserve and enhance the value of existing neighborhoods.

If funded, Killeen intends to meet or exceed the goals listed in the table below for each program.

Project	Description	Unit Goal	Timeframe
Develop a	This plan will serve as a guiding	1	Q3 2024 –
comprehensive	framework for the city to address housing		Q2 2025
housing strategy	needs and ensure it provides adequate		
and 10-year plan.	affordable housing options via an		
	equitable planning process.		
Conduct a fair	This assessment will ensure policies and	1	Q3 2024 –
housing	programs are in compliance with federal		Q2 2025
assessment.	fair housing laws and determine additional		
	means of promoting fair, equitable		
	housing access.		
Create an	This dedicated fund will support	300	Q3 2024 –
affordable rental	affordable housing initiatives and provide		Q4 2027
housing	a flexible source of local funding that can		
development	be leveraged with other public, private,		
preservation fund.	and philanthropic investment sources to		
	address critical affordable housing needs		
	without diverting funds from other city		
	priorities.		
Pilot an owner-	The City of Killeen will create an owner-	20	Q3 2024 –
occupied	occupied rehab program that offers		Q4 2026
rehabilitation	deferred forgivable loans to eligible		
program.	homeowners for health and safety repairs		
	to their homes.		
Invest in	The City of Killeen will expand access to	32	Q3 2024 –
homeownership	affordable homeownership through a		Q4 2029
programs for low-	combination of housing counseling,		
and moderate-	forgivable loans, down payment assistance		
income households.	and other subsidies.		

Project	Description	Unit Goal	Timeframe
Blight mitigation	Implement a blight mitigation program to	50	Q3 2024 –
and demolition	reduce neighborhood blight and increase		Q4 2029
	quality of life for residents in close		
	proximity.		

Long-Term Effect: Removing Barriers

Limited access to housing has long-term effects on access to opportunity and ability to build generational wealth, especially for underserved communities of color and lower-income families and individuals. Affordability challenges and the lack of housing supply further increase eviction pressures and likelihood of homelessness for lower-income families and individuals.

The city wants to support vulnerable communities that have been historically excluded with the ability to choose where they live without that choice infringing on their quality of life. The city's 2015 Analysis of Impediments to the Fair Housing Choice Report revealed that from 2009-2014, there were eight complaints filed by Killeen residents. The most commonly cited complaint was Issue 380 which includes discriminatory terms, conditions, privileges, or services and facilities, which was reported in 87% of the complaints. Of the eight complaints, five were found to be without cause, two were conciliated, and one was withdrawn with no resolution. Complaints and barriers impacting racially concentrated areas of poverty in Killeen will continue to be addressed.

The city wants to ensure that any new housing projects or activities that are implemented promote fair and equitable access to housing for all Killeen's residents. Through our outlined approach, the city will prioritize the removal of barriers to affordable housing production that have perpetuated segregation, inhibited access to well-resourced neighborhoods of opportunity for protected class groups and vulnerable populations, and expanded access to housing opportunities for these populations and underserved communities in Killeen with the greatest unmet needs. The city's plan will transform these areas into resource rich communities. Killeen's most vulnerable populations including low-income homeowners, seniors, and disabled individuals, typically face limited housing choices due to low or fixed incomes. Such homes tend to have deteriorated or inadequate infrastructure which can be potentially hazardous to the health and safety of their dwellers. Having the capability to rehabilitate an owner-occupied dwelling can impact generational health and wealth equity, especially in underserved communities.

With the success of the pilot Owner-Occupied Rehabilitation Program, qualified homeowners can make necessary repairs and rehabilitation that improves the overall safety and livability of their homes while ensuring sustainability and continued homeownership affordability. Homeowners' health, safety, and efficiency will be addressed through structural repairs, heating and plumbing system repairs, weatherization, accessibility improvements as well as lead treatment and removal of other home hazards. Rising homelessness is a concern nationwide and Killeen is focused on delivering housing for those in need. Making it easier to build more units citywide \ frees up older housing stock to be redeveloped into supportive housing. Each grant-funded activity will be developed and achieved through the lens of equity and sustainability. Measurable outcomes will be used and assessed to ensure continued long-term sustainability and growth.

Attachments City of Killeen, TX





PRO HOUSING GRANT PROPOSAL PUBLIC HEARING

Background & Information

- Communities nationwide are suffering from a lack of affordable housing, and housing production is not meeting the increasing demand for accessible and available units in many urban and rural areas.
- Under the 2023 Consolidated Appropriations Act, \$85 million dollars was appropriated for the U.S Department of Housing and Urban Development (HUD) for competitive grant funding for the identification and removal of barriers to affordable housing production and preservation.
- The Pathways to Removing Obstacles to Housing (PRO Housing) Grant supports communities who are actively taking steps to remove barriers to affordable housing.

- As a local government, the City of Killeen is an eligible applicant and may use the award, if granted, to develop, evaluate and implement housing policy plans, improve housing strategies, and facilitate affordable housing production and preservation.
- □ HUD requires that the city seek input from the community and hold a public hearing as part of the proposal submission.

- 4
- Required Public Hearing
 - □ October 24th
- Required Citizen Comment Period (15-day minimum)
 - □ October 10th October 24th
 - Advertised in Killeen Daily Herald October 10th and posted on the City's web page.
 - Both oral and written comments are applicable for the Pro Housing Grant Proposal.

- The PRO Housing grant supports communities who are actively taking steps to remove barriers to affordable housing, such as:
 - Barriers caused by outdated zoning, land use policies;
 - Gaps in available resources for development;
 - Lack of neighborhood amenities;
 - Deteriorating or inadequate infrastructure; or
 - Challenges to preserving existing housing stock such as increasing threats from natural hazards, redevelopment pressures, or expiration of affordability requirements.
- oxdot The PRO Housing grant award is \$1-\$10 million dollars.

PRO Housing Grant and COK Comp. Plan

The PRO Housing Grant is compatible with the 3 of the City of Killeen Comprehensive Plan's Big Ideas.

- "Resource stewardship and fiscally responsible growth ensure a more prosperous community for the long haul."
- "Neighborhoods, not subdivisions, make great places for everyone."
- "Vibrant downtowns are valuable places."

Recommended Uses of Award

Use

Affordable Rental Housing Dev./Preservation Fund

Homebuyer Development

Blight Mitigation/Demolition

Administration (Capped at 10% of Award)

Owner-occupied Rehabilitation (North Killeen)

Comprehensive Housing Strategy and 10-year Plan

Fair Housing Assessment

Summary

- Required comment period and public hearing
 October 10th October 24th.
- Submission of any citizen input and comments.
- Submittal of Pro Housing grant application to HUD October 27, 2023.
- Notification of awards January 2024.
- Period of performance concludes September 2029.



City of Killeen

Staff Report

File Number: DS-23-099

Discussion regarding proposed changes to the architectural and site design standards ordinance.

AN ORDINANCE AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR AMENDMENTS TO THE CITY'S ARCHITECTURAL AND SITE DESIGN STANDARDS; PROVIDING FOR AMENDMENTS TO THE FRONT BUILDING SETBACK IN SINGLE-FAMILY RESIDENTIAL DISTRICTS; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; 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 Local Government Code;

WHEREAS, the City of Killeen has declared the application and enforcement of the City's zoning regulations to be necessary for the promotion of the public safety, health, convenience, comfort, prosperity and general welfare of the City; and,

WHEREAS, the City Council desires to amend district regulations to preserve and enhance surrounding property values; and,

WHEREAS, the City Council finds that such amendments are necessary and will provide consistent and even application of zoning regulations to all applicants;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS:

SECTION I. That Chapter 31 of the City of Killeen Code of Ordinances is hereby amended as follows:

Sec. 31-77. Special exceptions.

- (a) The board shall have the power to hear and decide special exceptions to the terms of this chapter upon which the board is required to pass as follows or elsewhere in this chapter, to:
 - (1) Permit the erection and use of a building or the use of premises for railroads.
 - (2) Permit a public utility or public service use or structure in any district, or a public utility or public service building of a ground area and of a height at variance with those provided for in the district in which such public utility or public service building is permitted to be located, when found reasonably necessary for the public health, convenience, safety or general welfare.

- (3) Permit a transitional use between a business or industrial and a residential district where the side of a lot in district "R-1," "SF-2," or "R-2" abuts upon a lot zoned for business or industrial purposes as follows:
 - a. On a lot in district "R-1" or "SF-2," which sides upon a lot zoned for business or industrial purposes, the board may permit a two-family dwelling on a lot with an area of not less than six thousand (6,000) square feet.
 - b. On a lot in district "R-2," which sides upon a lot zoned for business or industrial purposes, the board may permit a four-family dwelling on a lot with an area of not less than six thousand (6,000) square feet.
 - c. Provided, however, that in no case shall any transitional use have a width of more than one hundred (100) feet.
- (4) Grant a permit for the extension of a use, height or area regulation into an adjoining district, where the boundary line of the district divides a lot in a single ownership on the effective date of the ordinance from which this article is derived.
- (5) Permit the reconstruction of a nonconforming building which has been damaged by explosion, fire, act of God, or the public enemy, to the extent of more than fifty (50) percent of its fair market value, where the board finds some compelling necessity requiring a continuance of the nonconforming use and the primary purpose of continuing the nonconforming use is not to continue a monopoly.
- (6) Waive or reduce the parking and loading requirements in any of the districts whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities, or where such regulations would impose an unreasonable hardship upon the use of the lot, as contrasted with merely granting an advantage or a convenience.
- (7) Permit land within three hundred (300) feet of a multifamily dwelling to be improved for the parking spaces required in connection with a multifamily dwelling, but only when there is positive assurance that such land will be used for such purpose during the existence of the multifamily dwelling.
- (8) Determine whether an industry should be permitted within district "M-1," light industrial, and district "M-2," heavy industrial, because of the methods by which it would be operated and because of its effect upon uses within surrounding zoning districts.
- (9) Determine in cases of uncertainty the classification of any use not specifically named in this chapter.
- (b) The Board shall have the power to hear and decide appeals to staff determinations regarding the construction of unique commercial buildings or custom homes having a modern or contemporary architectural aesthetic, whichthat do not conform to the standards in Article VI of this chapter. In considering such request, the board shall consider whether the proposed design meets the intent, if not the letter, of the architectural and site design standards set forth in this chapter.

Sec. 31-188. Area regulations.

- (a) Size of yards. The yards in the district "R-1" single-family residential district shall conform to the following:
 - (1) Front yard. There shall be a front yard having a depth of not less than twenty five (25)twenty (20) feet. Where lots have double frontage running through from one (1) street to another, the required front yard shall be provided on both streets. No parking shall be allowed within the required front yard.
 - (2) Side yard. There shall be a side yard on each side of the lot having a width of not less than seven (7) five(5) feet. A side yard adjacent to a side street shall not be less than fifteen (15) feet. No side yard for allowable nonresidential uses shall be less than twenty-five (25) feet.
 - (3) Rear yard. There shall be a rear yard having a depth of not less than twenty-five (25) feet measured from the centerline of the easement as in the subdivision ordinance.
- (b) Size of lot. The lot requirements for the district "R-1" single-family district shall be as follows:
 - (1) Lot area. No building shall be constructed on any lot less than six thousand (6,000) square feet.
 - (2) Lot width. The width of the lot shall not be less than sixty (60) feet at the front street building line, nor shall its average width be less than sixty (60) feet.
 - (3) Lot depth. The average depth of the lot shall not be less than one hundred (100) feet, except that a corner lot, having a minimum width of not less than eighty (80) feet, may have an average depth of less than one hundred (100) feet provided that the minimum depth is not less than ninety (90) feet.
 - (4) Existing lots. Where a lot having less area, width and/or depth than herein required existed in separate ownership upon the effective date of the ordinance from which this chapter is derived, the above regulations shall not prohibit the erection of a one-family dwelling thereon.

Sec. 31-195. Area regulations.

- (a) Project size. All development projects in this district must contain a minimum of one (1) acre of property. A planned unit development (PUD), as defined in chapter 31, article V, division 8, Killeen code of ordinances, shall be required for any request for a "SF-2" district when the total acreage of the request consists of twenty-five (25) acres or more. The purpose of requiring a PUD is to give the city council the ability to determine the proposed development's impact on existing infrastructure and open/recreational space and whether additional public improvements to serve denser development are necessary to promote the health, safety and welfare of the development's residents.
- (b) *Size of yards*. The yards in the "SF-2" single-family residential district shall conform to the following:

- (1) Front yard. There shall be a front yard having a depth of not less than twenty-five (25)twenty (20) feet. Where lots have double frontage running through from one street to another, the required front yard shall be provided on both streets.
- (2) Side yard. There shall be a side yard on each side of the lot having a width of not less than five (5) feet. A side yard adjacent to a side street shall not be less than fifteen (15) feet.
- (3) Rear yard. There shall be a rear yard having a depth of not less than twenty (20) feet.
- (c) Size of lot. The lot requirements for the "SF-2" single-family residential district shall be as follows:
 - (1) Lot area. No building shall be constructed on any lot less than five thousand (5,000) square feet of area.
 - (2) Lot width. The width of the lot shall not be less than fifty (50) feet at the front street building line. On corner lots, with two (2) street frontages, the minimum width shall be not less than sixty (60) feet.
 - (3) Lot depth. The average depth of the lot shall be not less than one hundred (100) feet, except that a corner lot having a minimum width of not less than forty-five (45) feet may have an average depth of less than one hundred (100) feet, provided that the minimum depth is not less than ninety (90) feet.
- (d) Architectural design. The same exterior architectural elevation may not be used within any grouping of five homes.

Article VI. - Architectural and Site Design Standards.

Sec. 31-900. - Purpose.

The purpose of this division is to establish design standards for new single-family and two-family residential development within the city limits. The standards in this division are intended to be in addition to any other design standard in this Code. In the event of a conflict, the more stringent regulation shall apply. The Executive Director of Development Services or designee shall have the authority to render interpretations of this Article and to adopt policies and procedures to clarify the application of its provisions.

Sec. 31-901. - Applicability and exemptions.

- (a) The requirements in this division shall apply to all new residential single-family and two-family developments, including single family homes, patio homes, garden homes, townhomes, manufactured homes, and duplexes.
- (b) Unique commercial buildings or custom homes having a modern or contemporary architectural aesthetic, which do not conform to the provisions in this article, that meet the intent, if not the letter, of the architectural and site design standards set forth in this chapter may be approved

by special exception granted by the zoning board of adjustment pursuant to Killeen Code of Ordinances section 31-77(10)the Executive Director of Development Services or designee. An applicant aggrieved by a determination under this section may appeal a staff determination to the Zoning Board of Adjustment in accordance with Sec. 31-77(b).

- (c) Accessory buildings smaller than two hundred (200) square feet shall be exempt from the provisions of this division.
- (d) <u>Manufactured homes within an established manufactured home park zoned "R-MP" (Mobile Home and Travel Trailer Park)</u> shall be exempt from the provisions of this division.
- (e) Additions to existing homes shall be exempt from the provisions of this division.

Sec. 31-902. Repetition.

No elevation shall be repeated within four (4) residential lots on the same side of the street, or within two (2) residential lots on the opposite side of the street.

- (a) The following repetition standards shall apply to residential lots:
 - (1) Single-family homes of the same elevation shall not be placed within two (2) lots on the same side of the street, or directly across the street from one another.
 - (2) Two-family homes of the same elevation shall not be placed within two (2) lots on the same side of the street, or directly across the street from one another.
- (b) For purposes of this section, elevations shall be substantially different in terms of shape, massing, and form. The same elevation with different materials, different architectural features, or different fenestration shall not be considered a different elevation for purposes of this section.
- (c) Homes of the same or similar floorplan may be repeated within two (2) lots on the same side of the street or directly across the street from one another, provided the rooflines and elevations are noticeably different from one another.
- (d) Mirrored elevations shall not be considered different elevations for purposes of this section.
- (a)(e) A developer or homebuilder may seek pre-approval of proposed elevations from the Planning Division prior to submitting permit applications.

Sec. 31-903. Garages.

If a garage is provided, the following standards shall be met:

- (a) A garage door facing the street shall not comprise more than fifty (50) percent of the horizontal length of the front elevation; or
- (b) The exterior wall on either side of the garage door shall not protrude further than any other horizontal building plane on the front elevation.
- (c) For homes having a third car garage, the total width of the garage doors may comprise up to sixty (60) percent of the horizontal length of the front elevation if the exterior wall of the third

car garage is set back from the exterior walls of the other garage doors by at twelve (12) inches and the third car garage has a different roofline than the primary garage.

This standard is applicable only to the width of the garage door, not the entirety of the garage.

Sec. 31-904. Architectural standards elements.

- (a) All new single-family and two-family structures shall include at least five (5) of the following, and all new two-family structures shall include at least four (4) of the following architectural elements:
 - (1) Enhanced windows. Windows on the front elevation shall incorporate <u>at least one (1)</u> window enhancement, including: <u>use of transoms</u>, bay windows, shutters, dormers, eyebrow windows, headers, or other similar window enhancements.
 - (2) Architectural details features. The front elevation shall incorporate no fewer than two (2) different enhanced architectural details features, including: corbels, quoining, louvered vents, keystones, decorative railings, columns, cupola, turret, coach lights, decorative half-timbering, or other architectural features as approved by the executive director of development services or his/her designee. Incorporation of at least four (4) different architectural features from this list counts as two (2) architectural elements.
 - (3) Variable roof design. At least two (2) different roof types (e.g. hip and gable), heights, pitches, plate heights, or two (2) different roof or planes of varying height, direction, or pitch-shall be provided.
- (b) All new single-family and two-family structures shall also include at least_three (3) of the following:
 - (14) Side or rear entry garage. No garage doors shall face the street on the primary elevation. This provision includes homes with side-entry, J-swing, detached, or rear-entry garages.
 - (25) Recessed garage. The exterior wall on either side of the garage door facing the street shall be recessed at least five (5) feet behind any other horizontal building plane on the front elevation.
 - (36) <u>Vertical Horizontal articulation</u>. A minimum of three (3) wall planes shall be provided on the front elevation, with offsets being at least twelve (12) inches deep.
 - (47) Covered front porch entry. A covered front porch entry at least sixty forty (640) square feet in area shall be provided on a single-family home; or at least forty twenty (420) square feet in area per unit on a two-family dwelling. Such porch shall measure not less than five (5) feet in any direction.
 - (8) Covered font porch. A covered front porch at least eighty (80) square feet in area shall be provided on a single-family home; or at least sixty (60) square feet in area per unit on a two-family dwelling. Such porch shall measure not less than eight (8) feet in width and not less than six (6) feet in depth. Incorporation of this architectural element counts as two (2) architectural elements but does not count as a covered front entry.

- (59) Enclosed patio. A patio or outdoor seating area on the front of the house, which is enclosed on at least three (3) sides by a fence or wall at least thirty-six (36) inches in height.
- (10) Enhanced front doors. Front doors shall incorporate sidelights, double doors, a single front door with decorative glass, or other similar front door enhancements.
- (11) Eyebrow roof. A decorative eyebrow or shed roof shall be provided over at least one window or garage door.
- (612) Enhanced garage doors Accent windows on garage doors. Garage doors shall have accent windows and decorative hardware with transparent glass that are permanently affixed to the garage door.
- (13) <u>Decorative hardware on garage doors.</u> Garage doors shall have decorative hardware that is permanently affixed to the garage door.
- (14) Separate garage doors. For a two-car garage, the front elevation shall include two eightfoot garage doors separated by a column instead of one standard 16-foot garage door.
- (15) *Ribbon driveway.* For residential structures that do not have a garage, a concrete ribbon driveway shall be provided.
- (b) An architectural elements checklist indicating the options selected from this list shall be submitted with each permit.

Sec. 31-910. Applicability and exemptions.

- (a) The requirements in this division shall apply to all new commercial, industrial, and institutional developments, including but not limited to retail buildings, office buildings, schools, churches, civic buildings, warehouses, and other non-residential uses in all zoning districts other than "M-1" (Manufacturing District) and "M-2" (Heavy Manufacturing District). Properties zoned "M-1" (Manufacturing District) or "M-2" (Heavy Manufacturing District) shall be exempt from the provisions of this division.
- (b) Accessory buildings smaller than eight hundred (800) square feet shall be exempt from the provisions of this Division.
- (c) Unique non-residential buildings that meet the intent, if not the letter, of the architectural and site design standards set forth in this chapter may be approved by the Executive Director of Development Services or designee. An applicant aggrieved by a determination under this section may appeal a staff determination to the Zoning Board of Adjustment in accordance with Sec. 31-77(b).
- (d) Temporary or portable buildings erected by or for a governmental agency or school district, such as portable school buildings and transitional or temporary housing shall be exempt from the provisions of this division.
- (e) Temporary construction trailers erected as part of a permitted construction project shall be exempt from the provisions of this division.

Sec. 31-911. Site design standards.

All new non-residential developments shall meet the following standards:

- (a) <u>If a Sside and rear</u> elevations <u>of any building on a site is</u> visible from a public roadway, <u>that side elevation</u> shall incorporate architectural features, <u>elements</u>, <u>and materials</u> consistent with the front <u>façadeclevation</u>.
- (b) If a rear elevation of any building on a site is visible from a public roadway, that rear elevation shall incorporate architectural features consistent with the front elevation.
- (bc) Flat roofs, or roofs having a slope less than three (3) two (2) over twelve (12), shall require a parapet wall at least twenty-fourthirty-six (3624) inches in height on the front and side elevations.
- (ed) 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.
- (de) Mechanical equipment <u>located on a street-facing elevation</u> shall be screened from view on all sides by a parapet wall, screening wall, or continuous landscape hedge.
- (ef) All buildings and structures on a site, including accessory structures, dumpster enclosures, and gas station canopies, must share a common, identifiable, complementary design or style.

Sec. 31-912. Architectural standardselements.

- (a) All new non-residential developments shall include at least one (1) three (3) of the following architectural elements:
 - (1) Vertical Horizontal articulation. Exterior walls shall not have an uninterrupted length greater than thirty (30) twenty (20) feet in length, with offsets being at least eighteen (18) six (6) inches deep and twenty-four (24) inches wide. Horizontal articulation may include engaged pilasters, engaged columns, permanently affixed canopies, or other protrusion away from the primary plane of the building, as determined by the Executive Director of Development Services.
 - (2) Vertical articulation. Buildings shall include at least two (2) different roof or parapet heights.
 - (23) Tripartite design. Buildings shall have an identifiable base, middle, and top.
 - (34) Articulated parapet. A parapet wall shall not have an uninterrupted length greater than fifty (50) feet, with articulations being at least thirty-sixtwenty-four (3624) inches in height. Parapet walls shall require cornice detailing. If a parapet wall is provided, it shall be required only on the front and side elevations, but not on the rear elevation.
- (b) All new non-residential developments shall also include at least two (2) of the following:
 - (45) Sheltered entry. Primary entrances shall be covered with a portico, canopy, awning, arcade, porte cochère, architectural recess, or other similar feature that provides shelter from the elements.

- (6) Arched entries or windows. Primary entrances or windows shall include arches.
- (27) Transparency. A minimum of seventy-five fifty (7550) percent of the horizontal length of the first floor of the primary elevation, and twenty-five (250) percent the horizontal length of all other street-facing elevations shall be comprised of transparent, non-reflective windows that provide views into occupied spaces. Where the internal arrangement of a building makes it impractical to provide transparency in accordance with this subsection, sculptural, mosaic, or bas-relief artwork, or false windows consisting of opaque or spandrel glass, may substitute for up to fifteen (15) percent of required transparent areas, except when fronting pedestrian-oriented spaces in accordance with subsection 10, below.
- (38) *Pitched roof.* The primary roof <u>or sheltered entry</u> shall have a pitch of not less than six (6) four (4) over twelve (12).
- (9) Building location. Building or structure shall be located as close as possible to the front yard setback to create a more urban form. Parking areas shall be screened from public roadways and placed behind the building and a secondary entrance must be provided.
- (10) <u>Pedestrian-oriented space</u>. A pedestrian-oriented space in front of the building at least eight (8) feet deep and running the full width of the building. This area shall include awnings covering at least twenty-four (24) square feet of the space. This space shall include amenities such as bike parking, bench seating, planters, fountains, artwork, decorative railing, decorative light fixtures, hanging baskets or other features that are pedestrian oriented.
- (b) An architectural elements checklist indicating the options selected from this list shall be submitted with each permit.

SECTION II. That all ordinances or resolutions or parts of ordinances or resolutions inconflict 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, paragraph or clause 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 12th day of December, 2023, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq*.

	APPROVED
	Debbie Nash-King, MAYOR
ATTEST:	APPROVED AS TO FORM:
Laura J. Calcote, CITY SECRETARY	Holli C. Clements, CITY ATTORNEY

ARCHITECTURAL & SITE DESIGN STANDARDS DISCUSSION

- On August 15, 2023, staff presented Council with proposed changes to the Architectural and Site Design Standards.
- During that meeting, Council directed staff to hold stakeholder meetings and reach a consensus regarding the proposed amendments.
- Stakeholder meetings were held on September 11th,
 September 19th, and October 5th.

Recommended Changes – Appeals

- □ As a result of those stakeholder meetings, the following changes have been made to the ordinance:
- Appeal process Based on input from the stakeholders, the appeal process has been revised to allow staff to approve special exceptions administratively, only if a proposed building meets the intent, if not the letter, of the standards. The applicant may appeal staff's determination to the Zoning Board of Adjustment through the Special Exception process.

Recommended Changes – Repetition

- Repetition Standard The proposed repetition standard now provides separated standards single-family and two-family homes, as follows:
 - a) Single-family homes of the same elevation shall not be placed within two (2) lots on the same side of the street, or directly across the street from one another.
 - b) Two-family homes of the same elevation shall not be placed within two (2) lots on the same side of the street, or directly across the street from one another.

Repetition Standard

Elevation A Elevation B Elevation C Elevation A Elevation B Elevation C **Elevation A** Street Elevation A Elevation B Elevation C Elevation A Elevation B **Elevation C** Elevation C

* Three (3) unique elevations are needed 648

■ Sec. 31-902 currently states the following:

For purposes of this section, elevations shall be substantially different in terms of shape, massing, and form. The same elevation with different materials, different architectural features, or different fenestration shall not be considered a different elevation for purposes of this section.

This language is not proposed to change.

Significantly Different Elevations:





NOT Significantly Different Elevations:





Significantly Different Elevations:





NOT Significantly Different Elevations:





Significantly Different Elevations:





NOT Significantly Different Elevations:





Significantly Different Elevations:





NOT Significantly Different Elevations:





Recommended Changes – Repetition

- **Repetition Standard** Staff recommends adding the following clarifying language to the repetition standard in Sec. 31-902:
 - Homes of the same floorplan may be repeated, but only if the rooflines and elevations are noticeably different.
 - Mirrored elevations are not considered different elevations for purposes of this section.
 - A developer or homebuilder may seek pre-approval of proposed elevations prior to submitting permit applications.

Recommended Changes – Residential

- **Garages** Language was added allowing three-car garages to comprise up to 60% of the front elevation if the third-car garage is setback at least twelve (12) inches.
- **Architectural Elements** Multiple changes were made to Sec. 31-904 to make the standard easier to meet:
 - Separate requirements for duplexes and single-family structures
 - Language was added to allow duplicate credit if multiple architectural features are provided.

Recommended Changes - Residential

- Separate options were created for "covered front entry" and "covered front porch". The minimum size for a covered front entry was reduced to forty (40) sq. ft.
- Language was added to the "covered front porch" allowing it to count as two (2) options (double credit).
- Incorporation of an eyebrow roof over a window or garage door was added to the menu of options.
- Separate options were created for garage doors with windows, and garage doors with decorative hardware.

Recommended Changes – Residential

- Front Setbacks Staff recommends that the front building setback in "R-1" and "SF-2" (Single-Family Residential) be reduced from twenty-five (25) feet to twenty (20) feet.
- **Side Setbacks in "R-1"** Staff recommends that the side yard setback in "R-1" (Single-Family Residential) be reduced from seven (7) feet to five (5) feet.

Recommended Changes - Non-Residential

- **Roof Pitch** The minimum slope for a flat roof to require a parapet wall was reduced from 3:12 to 2:12 on the front and side elevations, only.
- Mechanical Equipment Language was added requiring only mechanical equipment located on a street-facing elevation to be screened.
- Architectural Elements The number of required architectural elements for non-residential buildings was reduced from four
 (4) to three (3).

Recommended Changes – Non-Residential

- Horizontal Articulation The maximum uninterrupted length was reduced from thirty (30) to twenty (20) feet, and the minimum depth of offsets was reduced from eighteen (18) inches to six (6) inches. Language was added allowing canopies to count as articulation.
- **Articulated parapet** Language was added requiring a parapet wall on the front and side elevations, only.

Recommended Changes - Non-Residential

■ **Transparency** – Language was added clarifying that the percentage of transparency is based on the horizontal length of the building, not on the area.

Staff Findings

- The proposed changes will make it easier for applicants and developers to comply with the standards by making the requirements less stringent and by providing additional options.
- Staff is seeking direction regarding the proposed amendments before bringing the amended ordinance back to Council for a vote.



City of Killeen

Staff Report

File Number: DS-23-100

Discuss reappropriation of available American Rescue Plan Act (ARPA) Funding

REAPPROPRIATION OF AVAILABLE ARPA FUNDING

American Rescue Plan Act Funding

- □ Funding restricted for specific uses
- Must be spent and/or encumbered by December 31, 2024

American Rescue Plan Act Funding

Coronavirus State and Local Fiscal Recovery Funding Amount			\$ 29,117,907
Approved Uses Hotel Occupancy Tax Fund:	Amount Allocated	•	
Personnel Grants to the Arts	\$ 366,822 394,905	\$ 281,965.98 302,755.00	\$ 28,751,085 28,356,180
Deferred Maintenance - KCCC HVAC Replacement	1,078,000	- 57,613.50	27,278,180
KCCC Lighting Upgrades KCCC Interior Doors	126,680 80,300	80,300.00	27,151,500 27,071,200
KCCC Camera Upgrade KCCC Replacement Tables	22,055 16,610	12,613.89 16,609.59	27,049,145 27,032,535
Special Events Ctr Comm Fans KCCC Podiums	11,679 5,870	11,679.00 5,870.15	27,020,856 27,014,986
KCCC Restripe Parking Lot KCCC Landscaping	4,990 15,195	4,990.00 15,194.87	27,009,996 26,994,801
KCCC Bay Door	12,982	12,982.00	26,981,819
	2,136,088	802,573.98	

American Rescue Plan Act Funding (cont'd)

Approved Uses	Amount Allocated						ount Spent To ate 8/31/2023	F	Remaining Balance	
General Fund:										
Public Safety Premium Pay -										
Premium Pay PD	\$	2,343,497	\$ 1,931,690.78	\$	24,638,322	$\overline{\checkmark}$				
Premium Pay FD		2,211,284	1,698,039.00		22,427,038	$\overline{\checkmark}$				
Quarantine Expenses		1,076	1,075.34		22,425,962	$\overline{\checkmark}$				
Boys and Girls Club		750,000	250,000.00		21,675,962					
Business Assistance		1,170,507	1,063,803.78		20,505,455					
Downtown Events		332,000	277,271.06		20,173,455					
Mental Health Program Police & Fire -		-	-							
PD Mental Health Program		250,000	34,099.26		19,923,455					
FD Mental Health Program		250,000	25,103.48		19,673,455					
Hill Country Transit District (HOP) - Route Options		1,100,000	1,040,472.47		18,573,455					
Non-Profit Organization Assistance		150,000	150,000.00		18,423,455	$\overline{\checkmark}$				
		8,558,364	 6,471,555.17							

American Rescue Plan Act Funding (cont'd)

Amount Allocated	Amount Spent To Date 8/31/2023	Remaining Balance
250,000 200,000 1,918,000 500,000 300,000 590,000 600,000	9,899.59 - 1,244,703.68 499,816.33 183,781.14 153,396.20 482,105.26	\$ 6,523,455 6,273,455 6,073,455 4,155,455 3,655,455 3,355,455 2,765,455 2,165,455 1,415,455
	, 	915,455
	\$ 11,900,000 250,000 200,000 1,918,000 500,000 590,000 600,000 750,000	\$ 11,900,000 \$ 495,181.43 250,000 9,899.59 200,000 1,918,000 1,244,703.68 500,000 499,816.33 300,000 183,781.14 590,000 153,396.20 600,000 482,105.26 750,000

American Rescue Plan Act Funding (cont'd)

Approved Uses	Amount Allocated				•		o Remaining Balance	
FY 2023 Appropriations:						_		
Youth Summer Program	\$	216,567	38,801.76	\$	698,888			
Traffic Monitoring Center Upgrade		132,287	128,196.00		566,601	\checkmark		
Speed Mitigation Measures throughout City		250,000	-		316,601			
Trail Upgrades (4 trails @ \$25K each)		100,000	-		216,601			
Central Texas Alcohol Rehabilitation Center		70,000	30,810.00		146,601			
Grocery Store Initiative (plus KPFC funding of \$70K)		20,328	2,900.00	_	126,273			
		789,182	200,708					
	\$	28,991,634	\$ 10,781,020.54	\$	126,273	_		

Request for Motion of Direction

Description	Amount Available
Premium Pay FY 2024 Allocation	\$925,051.22
[US Dept of Treasury notified City that COVID natural disaster ended April 10, 2023. Premium pay can no longer be paid for public safety employees after this date. Planned allocation for FY 2024 can be reallocated.]	
Police Mental Health Program	50,000.00
Fire Mental Health Program	50,000.00
Water & Sewer Backup Generators	19,465.00

Request for Motion of Direction (cont'd)

Description	Amount Available		
Summer Youth Hiring Program	\$34,128.00		
Residual funds remaining from other projects	4,275.83		
KCCC Lighting Upgrades (reappropriate to HVAC)	126,680.00		
Funding available for appropriation	<u>126,273.00</u>		
Total Amount to Appropriate	\$1,335,873.05		

Request for Motion of Direction (cont'd)

Proposed Use(s)	Est. Amount
Downtown Events	\$90,000.00
- Funding for additional events	
Friends In Crisis Assistance	350,000.00
Longbranch Pool Improvements	50,000.00
- Bids came in higher for the pool house replacement	
KCCC HVAC System - Estimates are higher than anticipated for construction, will not be able to complete lighting project in lieu of completing HVAC. Need additional funding for HVAC project to include \$500,000 in HOT Fund Balance.	560,704.00

675

Request for Motion of Direction (cont'd)

Proposed Use(s)	Est. Amount
EOC Construction	\$285,169.05
- Estimates are higher than anticipated for construction, this amount will not cover the shortage for the entire complex	
Total Amount to Appropriate	\$1,335,873.05



City of Killeen

Staff Report

File Number: DS-23-101

Discuss the KTMPO Safe Streets & Roads For All (SS4A) Grant